

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH ITERIS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 15th day of October 2024 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and ITERIS, INC., a Delaware corporation (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering staff support and program services on an as needed basis, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City’s Request for Proposals, attached hereto as Exhibit “A,” and Consultant’s Proposal, attached hereto as Exhibit “B,” both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total aggregate annual compensation shall not exceed Four-Hundred Thousand Dollars (\$400,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of approximately fifty-six (56) months, ending on June 30, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California.

Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and 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. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) 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.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Iteris, Inc.
1250 S. Capital of Texas Highway
Suite 330
Austin, TX 78746
Tel: (949) 270-9647
Attn: Steven Bradley, P.E.

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5184
Attn: Ramin Nikoui

Regional Vice President

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City’s Council Policy 100-5, attached hereto as Exhibit “D” and incorporated herein. Consultant’s failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys’ Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant’s interest in this Agreement without City’s prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City’s consent, no subletting or assignment shall release Consultant of Consultant’s obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant’s sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.

Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. 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.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7921.000 (formerly Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510 (formerly Section 6254.7), and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Ramin Nikoui
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Director of Public Works

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT B
CONSULTANT'S PROPOSAL



Technical Proposal

Iteris' Response to Request for Proposal:

ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES

RFP No. 25-01

Submitted to:



Submitted by:

iteris[®]

COVER LETTER

July 30, 2024

Mr. Raja Sethuraman, PE
Public Works Director
City of Costa Mesa
77 Fair Drive, Costa Mesa, CA 92626

RE: ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES - RFP NO. 25-01

11477-169.25

Dear Mr. Sethuraman:

At Iteris, Inc. (Iteris), we leverage our specialized expertise to implement innovative solutions that assist government agencies and municipalities in reducing congestion, enhancing system reliability, improving mobility and safety, and fostering thriving communities. We are pleased to submit the enclosed response to the Request for Proposal (RFP) to provide Traffic and Transportation Engineering Staff and Program Management Services to the City of Costa Mesa.

Iteris is a transportation engineering firm with a focus on traffic engineering, traffic signal systems, Intelligent Transportation Systems (ITS), and transportation planning. Our team offers valuable insights in the design, evaluation, and operation of intersections and arterials, aiming to enhance the efficiency and safety of vehicular traffic flow, pedestrian mobility, transit operations, and bicycle traffic. **Iteris proposes Mr. Shirjeel Muhammad, PE, as Project Manager. He will be the principal contact with the City and other entities per the City's direction.** This project will be managed from our local Santa Ana office, 5.1 miles from your City Hall.

Iteris Local Office:

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92708
 (949) 270-9400

Project Management Team – Trusted Leadership!



Mr. Muhammad is well known in the Traffic/Transportation industry and in fact previously served the City for about three years. He is extremely knowledgeable and well aware of the City internal procedures and processes as far as the workings of the Transportation Services Department. He was directly involved in many design, operations, and CIP projects for the City including coordination with County, State, and Federal agencies for grant facilitation. He will oversee quality control, compliance with procedures, and management and coordination of Transportation/ CIP projects.

Thank you for the opportunity to submit our proposal. Iteris accepts the terms and conditions of the sample contract as-is. Iteris looks forward to assisting the City of Costa Mesa on this important assignment. Please contact me at (949) 270-9647 or sbradley@iteris.com, or the designated Project Manager, Mr. Shirjeel Muhammad, at (951) 821-8105 or smuhammad@iteris.com, should you have any questions.

Sincerely,

Iteris, Inc.

Steven Bradley, PE
Regional Vice President

Mobility Consulting Solutions

BACKGROUND AND PROJECT SUMMARY

We understand that due to the current staff workload, the City is in need of staff augmentation from a reputable and experienced professional traffic/transportation engineering firm. We will assign licensed Traffic/Civil engineers to be present at the Transportation Services Division in the City Hall during work hours to help the division manage several ongoing and planned contracts as related to transportation improvements citywide.

Iteris Meets the Minimum Requirements. We certify, per the City’s Minimum Requirements (RFP pg 3) and Evaluation Criteria (RFP page 7), that we comply with the required qualifications and expertise. Iteris staff have complete understanding, competency and expertise in all areas and documents required in the RFP. As such, our staff will be working in-person at City Hall.

Iteris proposes to have Shirjeel Muhammad as our Project Manager. He will be involved in every task order, mobilizing the necessary team resources to complete each task successfully to the City’s satisfaction within budget and on schedule.

With extensive experience working with multiple agencies (Riverside, Rialto, Costa Mesa, Yorba Linda, Orange, Manhattan Beach, South Pasadena), Mr. Muhammad has a proven track record of completing projects on schedule and within budget. He understands what it takes to work in the Transportation divisions of municipal agencies in Southern California.

METHOD OF APPROACH

1. PROJECT APPROACH AND METHODOLOGY

Iteris has a strong track record of successfully administering and delivering traffic and transportation projects. The methodology outlined in this section is designed to make our clients' jobs easier by meeting or exceeding the project's goals and objectives. Our approach focuses on identifying small issues before they escalate, maintaining clear communication with all parties involved (clients, stakeholders, consultants, etc.), developing well-thought-out solutions, and executing them with close monitoring by our Project Manager. This approach has proven effective in measuring progress, anticipating problems, quickly reacting to changes in project requirements, and maintaining schedule integrity. Our project management process includes checks and balances that have led to a successful track record on similar on-call assignments. Iteris’ project management objectives include:

- Providing a comprehensive technical description and work definition for the entire project;
- Developing a viable cost and schedule reflecting planned performance;
- Establishing a control system to provide status information to the project team;
- Identifying problem areas early and planning corrective actions to mitigate issues; and
- Ensuring thorough documentation through an effective QA/QC Control process.

On-Call Assignment Approach

Iteris is very familiar with this type of work as we serve as the extension of staff for several agencies including the cities of Laguna Woods, Irwindale, Pasadena, and Anaheim.

Our staff’s familiarity with the City and its extensive resources enable us to hit the ground running. As part of our engineering services, we have assembled a team with expertise in managing and overseeing CIP, coordination of federal and state funded projects, traffic design, and ITS projects. For any task order for the City, Iteris will:

- Consult with City engineering staff on project goals, requirements, and any identified issues;
- Provide regular assignment status updates to City staff; and
- Review project documentation, plans, reports, etc.
- Work with funding agencies to coordinate project approvals and process grant requirements

Program Management

As seasoned program managers, Iteris staff can manage grant-funded projects from start to finish, ensuring that all documentation requirements are met and the project is completed within funding constraints. With a history of serving as extensions of staff through on-call assignments, Iteris staff have a comprehensive understanding of the municipal budgeting process and can assist in annual and Capital Improvement Program (CIP) budgeting. Iteris will:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Develop Requests for Proposals (RFPs) • Manage other Design consultant contracts | <ul style="list-style-type: none"> • Prepare Grant reimbursement paperwork • Coordination with other departments |
|---|--|

- Develop Requests for Bids (RFBs)
- Provide Construction oversight
- Review Plans, Specifications, & Estimates
- Attend/Conduct Outreach meetings
- Review invoices from contractors

- Manage Grants (Federal/State/Local)
- Assist with day-to-day traffic operations (e.g. over the counter Citizen’s concerns etc.)
- Meet with Commissions/Council

The City has several pending locally-funded and federally-funded Capital Improvement Program (CIP) projects, some of which are underway. We are ready to immediately take over and manage the following projects as identified in the RFP:

- Fairview Road Active Transportation Improvements (federally funded)
- Adams Avenue Active Transportation Project – Multipurpose Trails (federally funded)
- Fairview Road – Belfast Avenue Traffic Signal Design
- Signal Modernization for Systemic Safety Improvements (federally funded)
- Mesa Drive – Santa Ana Avenue Bicycle Facility Project
- Mesa Verde Drive East & Peterson Place Bicycle Facility Project

Iteris staff supplements traffic engineering divisions at various levels for many cities throughout Southern California. In this capacity, Iteris staff are familiar with the hectic pace of working at a City. Iteris staff understand the urgency of a request from a constituent, councilmember, or City Manager’s office, and can appropriately prioritize their time to ensure the requests are addressed quickly without slowing progress on other ongoing tasks and projects. For specific requests, such as those from the City Attorney or City Clerk (e.g. public records), Iteris staff understand the tight deadlines in terms of a required response and can provide thorough and comprehensive analysis within the specified timeframe.

2. SCOPE OF WORK HIGHLIGHTS

Iteris has extensive, relevant experience in traffic and transportation engineering, and has worked with numerous agencies throughout Southern California, including the Cities of Newport Beach, Santa Ana, Irvine, and neighboring coastal communities. Projects range from planning and design to the implementation of Active transportation systems as outlined below:

- Signal System Selection, Design, Deployment, Operation and Coordination
- Bicycle Lane Design
- Bulb-outs Design
- Intersection Modifications
- Lighting Design
- Parking Design

- Pedestrian Crosswalk Enhancement
- Road Widening/Realignment
- Traffic Circles Planning/Design
- Traffic Control Plans
- Training and Research
- Warrant Studies
- Non-signalized controls

Proactive Traffic Signal Monitoring

The goal for a proactive approach is to identify and resolve issues before they become an inconvenience to residents. Some tasks include:

- Manage the City’s Centracs traffic signal system and video detection camera systems during peak periods and special events.
- Ensure detections are working properly for all intersections by monitoring Flags in Centracs.
- Implement minor timing changes promptly to address immediate concerns.
- Notify City and signal maintenance contractor of hardware malfunction.
- Submit monthly reports to the City that summarize the specific signal changes made.

Traffic Signal Operations Oversight

Iteris specializes in the design, evaluation, and operation of intersections and arterials to improve the efficiency and safety of vehicular traffic flow, pedestrian mobility, transit operations, and bicycle traffic. Iteris has coauthored the industry-standard FHWA Traffic Control Systems Handbook and has assisted multiple agencies throughout the U.S. in the development of signal operation standards.

Iteris has been assisting numerous agencies with TMC operation and city-wide signal management for the day-to-day operations and special events. Iteris has had the privilege of working on more than 35 Regional Traffic Signal Synchronization Program (RTSSP) projects including Harbor Boulevard. Iteris is well-prepared to assist the City with the following as-needed services:

- Review and oversee ongoing Traffic Signal Synchronization Program (TSSP-Project P)
- Review and oversee Regional Capacity Program (RCP-Project O)
- Maintain signal timing parameters per CA-MUTCD (flashing- don't walk, yellow change interval, etc.)
- Monitor and fine-tune traffic signal synchronization and progression especially along two key corridors in the City – Harbor Boulevard and Fairview Road.
- Respond to residents' request on signal operations
- Prepare and implement traffic responsive or "flush" timing plans during special events
- Prepare or review signal timing sheets; which may require data collection and field observations
- Implement and fine-tune signal timing for new or modified signals
- Prepare additional traffic signal timing plans beyond Time-of-Day (TOD) plans as needed

Traffic Engineering Design Reviews

Iteris has extensive experience in preparing and/or reviewing all stages of design development from signal system analysis to evaluation and master planning, hardware selection, to development of detailed Plans, Specifications, and Estimates (PS&E) for the following disciplines:

- | | |
|---|---|
| <ul style="list-style-type: none"> • New traffic signal installation • Traffic signal modifications • Signing and striping • Street lighting • Work area traffic control | <ul style="list-style-type: none"> • Traffic signal interconnect (twisted-pair copper, fiber-optic and/or wireless) • Intelligent Transportation System (ITS) (e.g. CCTV cameras and video detection) |
|---|---|

For the project types listed above, Iteris will oversee:

- Identification of early utility conflicts and avoiding contract change orders during the construction
- Completion of design projects including plans, specifications, and engineer's estimate
- Coordination with other agencies as required.

Iteris is fully familiar with the City's traffic design standards and methodology. Design parameters will conform to the latest guidelines of the California Vehicle Code, Caltrans Standard Plans and Specifications, Highway Design Manuals (HDM), Federal and California Manual on Uniform Traffic Control Devices (MUTCD), and all other applicable local, county, state, and federal policies, guidelines, codes and regulations.

Transportation Planning

Iteris has extensive, relevant experience in performing traffic and transportation studies throughout Southern California. Some of the project types include:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Bus Rapid/Light Rail Transit • Corridor Studies • Demand Modeling/Forecasting • General Plan Circulation Elements • Geographic Information Systems (GIS) • Goods Movement • Infrastructure Planning Studies • Master Plan Development • Microsimulation • Multi-Modal Planning Studies • Active Transportation Projects | <ul style="list-style-type: none"> • Neighborhood Traffic Impacts • Non-Motorized Planning • Parking Studies • Policy Analysis Land-Use Planning • Strategic Transportation Plans • Traffic Impact Studies • Traffic Operations Analysis • Transit Planning • Transportation Finance • Vehicle miles traveled (VMT) Analysis • Bicycle Facilities |
|---|--|

Iteris is prepared to support the City with transportation planning studies prepared by the City contracted consultants. We would provide oversight of:

- Project scoping and coordination with City and consultant(s)
- Data collection (counts, field review)

- Appropriateness of trip generation and distribution
- Deficiency identification and mitigations

Warrant Analysis

Iteris is prepared to perform or review, as needed, the following warrant analysis and engineering studies:

- Traffic signal
- Left-turn phasing
- Flashing Yellow Arrow
- Stop (TWSC, AWSC)

- Crosswalk
- Speed hump
- Line-of-sight analysis

City Representation

Iteris is prepared to represent the City or accompany City staff and/or City officials to meetings or presentations to provide support on any traffic engineering related issues. Meetings may include:

- City Council
- Committee (e.g. bikeway and walkability)
- Public outreach

- Private developers or consultants
- OCTA Traffic Forum
- Development Review Committee (DRC)

Safety Monitoring

Traffic safety assessments typically involve the review of recent accident history. Iteris will develop collision diagrams to identify the locations of accidents by type, frequency, and cause and identify the locations where field observations are necessary. The types of measures that may be implemented to reduce safety concerns range from signing and striping changes, signal modifications, geometric changes, lighting enhancement, removal of sight distance impairments, speed limit modifications, traffic calming measures, and other types of traffic control measures.

Citywide E&TS Renewal

If requested by the City, Iteris will prepare solicitations or conduct additional engineering and traffic surveys to determine roadway speed limit changes in accordance with California Vehicle Code (CVC) and CA-MUTCD. The following data will be collected and considered when establishing/evaluating speed limits:

- Prevailing speeds, or 85th percentile speed
- Collision history

- Traffic Safety Corridor designations
- Highway, traffic, and roadside conditions that are not readily apparent to drivers

Site Circulation Review

If requested by the City, Iteris can review site access and circulation-related characteristics of any proposed project. Elements of this evaluation could include:

- On-site circulation sizing (i.e., basic internal network, drive aisle widths and lengths, and orientation)
- Driveway locations on bordering arterials
- Traffic control/limitations at site access points, and key internal locations including spacing, sight line characteristics, left-turn provisions, right-turn in/out restrictions, and auxiliary lane needs
- Service/delivery configuration and on-site truck circulation
- Path of travel

Review Of Parking Studies

Should the City request Iteris to complete a review of a parking studies, Iteris is prepared to complete the following tasks:

- Identify prevailing parking issues and concerns
- Conduct visit to site area and review existing on-site conditions
- Review the parking analysis for the proposed project as per the City parking requirements and ULI
- Review parking forecasting methodology
- Review parking demand/supply analysis

Grant-Writing Services

As part of our transportation planning and engineering practice, Iteris staff have provided Grant Writing/ Management services for our clients for over 20 years. Our staff have completed all components of federal and state grant applications such as graphics, narrative, technical data analysis, benefit-cost analyses (BCA) and BCA memo documentation, while on some grant applications we also provide narrative or BCA components. We offer strategic grant pursuit and management services to allow our clients to maximize their efforts to obtain grant resources. Since 2022, Iteris staff have successfully authored state and federal grant applications totaling \$241 million in awards.

Construction Support, Administration and Management Services

We will provide construction management assistance by serving as an extension of agency staff, directly interfacing with third-party contractors. Iteris ensures that projects are deployed according to plans and specifications, on schedule, and within budget. In recent years, we have successfully provided construction support to numerous agencies, including the cities of Orange, Yorba Linda, Gardena, Rancho Palos Verdes, Oxnard, Corona, Long Beach, Fountain Valley, Westminster, San Mateo, and San Marcos. Our support activities include:

- | | |
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| <ul style="list-style-type: none"> ● Attendance at pre-bid/pre-construction meetings ● Assistance with the bid process, selection, and award ● Responding to requests for information (RFIs) ● Review/Approve submittals and shop drawings ● On-site construction support | <ul style="list-style-type: none"> ● Preparation of record drawings based on contractor red-line as-built drawings ● Review contractors' change order requests ● Review and approve final punch lists ● Traffic signal timing setup and intersection start-up |
|--|---|

Other Traffic/Transportation Engineering-related Tasks

Evaluate and Implement Intelligent Transportation Systems (ITS) Technologies

Iteris staff are experts with the development, implementation and operation of ITS technologies. This starts with an overview analysis of the City's existing conditions and the long-term goals. Iteris will always ensure that the City's needs are met as well as the needs for future plans such as Autonomous Vehicles and Connected Vehicles and how this impacts the infrastructure needs. Iteris provides agencies with innovative and cost-effective approaches to the design and implementation of ITS field elements, communications networks, traffic management systems and TMC. Iteris produces complete PS&E packages for CCTV cameras, DMS, detection, information distribution, and TMCs and communications networks. Iteris has designed communication networks comprised of fiber optics, twisted pair cable, spread spectrum and up to 1.4GB microwave wireless communications.

Training Courses

Iteris developed advanced traffic signal operations training courses for National Highway Institute (NHI), the teaching branch of the FHWA. Iteris developed the training course Systems Engineering for Signal Systems Including Adaptive Control for NHI and provides training for agencies throughout the country. This course focuses on utilizing disciplined system engineering principles to develop core documents used to procure adaptive system software. Iteris staff can provide in-house training to City staff tailored to the City's needs, which might include:

- | | |
|--|---|
| <ul style="list-style-type: none"> ● Latest traffic engineering standards (e.g., CA-MUTCD) ● Traffic signal and stop warrants criteria ● Traffic signal design criteria ● ATMS (Centrac) | <ul style="list-style-type: none"> ● Traffic signal operations ● Traffic signal timing and coordination ● Communications (fiber optics, Ethernet technology) ● System integration and troubleshooting |
|--|---|

3. EFFECTIVE REPLACEMENT OF ASSIGNED PERSONNEL

The proposed key personnel will be available to the extent necessary for the duration of the project. In the event a change of key personnel is required, City will be notified in writing. Under Shirjeel's directions, our Traffic Engineers Ted Huynh and Arthur Chanprakrit will work at the City to ensure uninterrupted coverage for day-to-day Traffic operations.

QUALIFICATIONS & EXPERIENCE OF THE FIRM:

1. RELEVANT EXPERIENCE

Iteris is well known within the industry and has a long history of successful projects similar in scope for numerous California agencies. With a proven track record of on time, within-budget performance, Iteris encourages the City to verify the references provided in Section 5- Current and Previous Contracts and also the Company Profile and Reference form in Appendix A. Iteris has initiated over 1,000 ITS/Engineering and Planning projects within the last five years for a wide range of public and private entities including local agencies, counties, MPO, and Caltrans. Approximately 70% of these projects represent repeat clients - a testament to Iteris' ultimate goal of client satisfaction.

2. PROPOSED FIRM QUALIFICATIONS EXPERIENCE

Detailed information of Iteris' firm qualifications is provided in subsection 5. Current and Previous Contracts.

3. FIRM CORPORATION

Iteris, Inc. (Iteris), has been the market leader in smart mobility infrastructure management since 1987. With offices across the US, Iteris' 460+ staff have decades of expertise in traffic management, along with superior services and patented products that help detect, measure, and manage traffic and vehicular performance, minimize traffic congestion, enhance safety, and empower Iteris clients with solutions to better manage their transportation networks.

Iteris team members are experts in the fields of transportation planning, traffic engineering, and ITS.

Knowledge of these practice areas enables Iteris to provide comprehensive services ranging from initial traffic impact studies, transportation modeling, planning, systems engineering, and detailed design, through implementation and performance measurement/monitoring. Iteris combines the knowledge of transportation planners, transportation engineers, systems engineers, system integrators, and software engineers to offer an unmatched combination of talent and experience. Iteris develops and deploys innovative solutions that help agencies reduce traffic congestion, enhance transit use, monitor and manage transportation networks and provide greater access to reliable traveler information.

Name of Corporation: Iteris, Inc.

Corporate office street address, city, state, and zip code:

1250 S Capital of Texas Hwy, Bldg 1, Suite 330, Austin, TX 78746

State where incorporated: Delaware

Date of incorporation: 1987

Local office address, city, state & zip:

1700 Carnegie Avenue, Suite 100, Santa Ana, CA 92705

Date local office opened its doors for business: October 1, 2007

Officers of the Corporation:

Joe Bergera	Chief Executive Officer and President
Kerry Shiba	Senior Vice President and Chief Financial Officer, Treasurer and Secretary
Todd Kreter	Senior Vice President and Chief Technology Officer
Will Cousins	Senior Vice President and Chief Product Officer
Khristine Arakaki	Assistant Secretary

4. PARTNERSHIP OR JOINT VENTURE

Iteris is not a Partnership or Joint Venture.

5. CURRENT AND PREVIOUS CONTRACTS

Iteris’ extensive traffic engineering, transportation planning, and ITS experience are demonstrated by the projects are summarized in **Table 1**. Many of these projects involved the same, or substantially similar work to what is anticipated in this contract with the City of Costa Mesa. All of the projects listed in table are on-call contracts, where the nature of the work may vary from day to day, and from week to week. Iteris has wide experience and depth of expertise to address varying types of projects seamlessly and efficiently for the City.



Table 1 – Project Qualifications Matrix

PROJECT NAME AND LOCATION	Ongoing On-Call	Traffic Signal Design	Operations	Intelligent Transportation Systems (ITS)	HSIP	Traffic Signal Synchronization (TSSP)	Capital Improvement Program (CIP)
On-Call Traffic and Transportation Engineering Services – Yorba Linda, CA	●	●	●	●	●	●	
On-Call Transportation Engineering – Buena Park, CA						●	
Pasadena Traffic Management Center (TMC) Staffing for Special Events –Pasadena, CA	●					●	
On-Call Professional Engineering Services for Traffic/Transportation Engineering – Newport Beach, CA	●	●		●	●	●	
On-Call Engineering and Professional Consulting Services, Traffic Engineering - Corona, CA	●	●		●		●	
On-Call Professional Consulting Services – Seal Beach, CA	●	●		●		●	●
OCTA On-Call Traffic Engineering Services - Orange County, CA	●	●	●	●		●	
Traffic Signal Management Services – Lake Forest, CA	●	●	●	●		●	
Traffic Engineering Services – Laguna Woods, CA	●	●	●	●		●	
On-Call Traffic and Transportation Engineering Services – Diamond Bar, CA	●	●	●	●		●	●

Iteris has been a crucial partner in managing traffic management centers (TMCs) across various cities. Their services include on-site TMC staffing for Santa Monica as well as remote staffing for Westminster, Fountain Valley, Cypress, Long Beach, and Corona. Iteris also supports the City of Anaheim during major events, including professional baseball and hockey games, large concerts, conventions, not to forget busy seasons at Disney theme parks. Additionally, Iteris staffs the Pasadena TMC during sporting and concert events at the Rose Bowl.

Project Qualifications

On-Call Traffic Engineering Services – City of Yorba Linda, CA (2016 – 6/2024)

Reference: Tony Wang, Traffic Engineering Manager, City of Yorba Linda, (714) 961-7170, twang@yorbalindaca.gov

Iteris’ Proposed Project manager Shirjeel acted as the traffic engineer for the City for last 3 years. He oversaw day-to-day operations including:

- Citizen’s requests
- PS&E reviews
 - Yorba Linda Boulevard
- Construction Bid Documents
- Construction Inspection
 - Bastanchury
- Traffic Operations
 - On-site Circulation
 - Off-site Circulation
 - Timing adjustments
 - Alternative Communications
- Transportation Planning
 - Traffic Studies
 - Management of Traffic
- TSSP program management
 - Rose
 - Yorba Linda
- Traffic Signal Maintenance contract.

On-Call Transportation Engineering – City of Buena Park, CA (12/2015 – 6/2019)

Reference: Mina Mikhael, P.E, Director of Public Works/City Engineer, City of Buena Park, (714) 562-3670, mmikhael@buenapark.com

In July 2015, the City initiated a new approach to managing transportation issues and determined that future transportation engineering services would be more efficiently provided by consultants rather than City staff.



Iteris provided **on-site staffing** four days per week, functioning as an extension of City staff and participated in interdepartmental meetings on new developments and initiatives. Iteris staff also reviewed plans for new developments and temporary construction closures, represented the City at County-level meetings, coordinated maintenance responsibilities with the City’s traffic signal maintenance contractor, and addressed traffic inquiries from City Councilmembers and residents. Furthermore, Iteris staff provided training and education to City staff so they can be well-versed in the full capabilities of the City’s TMC and signal system. Iteris staff also attended City Council and Transportation Commission meetings on behalf of the City, speaking to projects and specific items under consideration. Last, Iteris staff prepared and submitted a grant application for the Caltrans Active Transportation Plan (ATP) Cycle 3 call for projects for a Safe Routes to School (SR2S) project. The grant application was selected by OCTA for funding via the County’s Measure M sales tax measure, and Iteris worked with the City to fast-track funding and completion.

Pasadena Traffic Management Center (TMC) Staffing – City of Pasadena, CA (8/2015 – Ongoing)

Reference: Alberta Felix, Traffic Engineering, City of Pasadena, (626) 744-6662, afelix@cityofpasadena.net

The City’s DOT operates over 340 traffic signals in its TMC via a highly sophisticated Traffic Control System (TCS) that automates and adapts to all motorized and non-motorized moving traffic occurring within city streets, thus providing the most logical and efficient mobility strategies 24-hours a day to maintain the City’s traffic signal network. The TMC is equipped with an extensive fiber optics communication system that allows City staff to view traffic operations at key locations.

Thus, allowing the system to adapt and modify traffic operation plans as necessary to alleviate traffic flow demands. The TMC’s TCS and the Special Events Unit of the Pasadena Police Department share the responsibility of managing transportation mobility during all Rose Bowl Stadium and city street events.

Iteris serves as an extension of the City's staff in their TMC during special events at the Rose Bowl.

These events include the UCLA football home games, concerts, festivals, soccer games, and the Rose parade and game during the New Year. Iteris staff involvement begins with the planning meetings led by the Pasadena Police Department of each special event and ends with a recap of the event, including any potential improvements noted. During the event, Iteris staff has access to the City's CCTV cameras, video detection cameras, signals on the City's Transparency and SCATS central system, CMS signs, and all hardcopies of the timing sheets.

In addition to monitoring the traffic in and out of the Rose Bowl, in the TMC and occasionally in the field, Iteris staff will confirm that the appropriate event timing plans are in operation as programmed; adjust necessary timing based on observations and as requested by the field officers; and conduct other timing tasks, as directed by City staff, in between the inbound and outbound peaks. Due to the great success of the special event staffing by Iteris, the City renewed the contract for an additional three years. An Operations Manual was developed and updated throughout this project to ensure all staff provide the same quality of support during each event.



On-Call Professional Engineering Services for Traffic/Transportation Engineering – City of Newport Beach, CA (2003 – Ongoing)

Reference: Brad Sommers, Senior Civil Engineer, City of Newport Beach, (949) 644-3326, BSommers@newportbeachca.gov



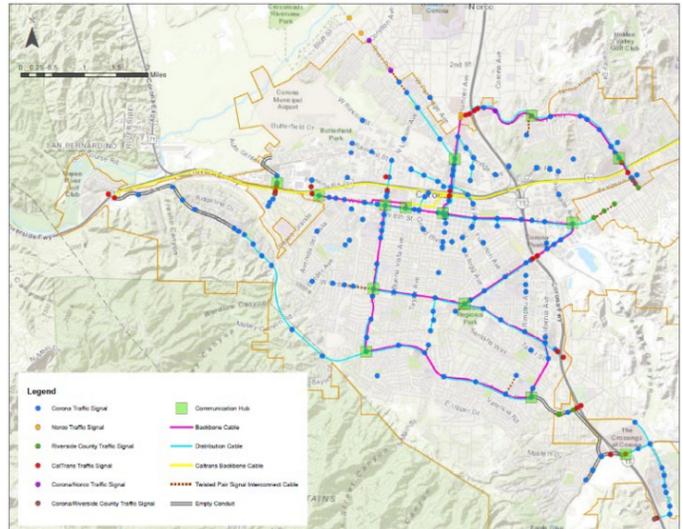
Iteris has been providing on-call engineering services to the City of Newport Beach since 2003. In general, the work performed under this on-call includes development of plans, specifications, and estimates for traffic/transportation engineering projects, traffic-related studies, signal timing and coordination, conceptual designs, cost estimating and value engineering, transportation impact studies, traffic calming studies, traffic control plans, record drawings, traffic signal system monitoring, operations, and maintenance, compliance review, and grant applications. During this period, Iteris has provided an array of services through multiple task orders under the on-call contracts.

A highlight of these services include:

- **West Balboa Blvd Fiber Optic Upgrade Project** – Iteris provided ITS design services to install fiber optic cable along Balboa Blvd between River Avenue and 32nd Street. This project will allow for a direct fiber connection between the signals on the Peninsula and City Facilities back to the Traffic Management Center in City Hall. The project used an existing conduit along the corridor and replaced the existing wireless radio.
- **Balboa Blvd Traffic Signal Rehabilitation Project** - Iteris provided traffic engineering and ITS design services for the Balboa Blvd Rehab Project. The project consisted of modifications to three traffic signals along Balboa Blvd at 22nd St, 21st, and Main St, fiber optic design between Palm St and Main St, a Changeable Message Sign at 29th Street, and two overhead sign bridge designs.

- **Balboa Blvd Crosswalk Enhancement Project** – Iteris provided traffic engineering design service to upgrade two existing pedestrian beacon signals at 13th St and 14th St. The design consisted of replacing the existing poles with LED signage, corner bulbouts for new mast arm poles, controller cabinet in median with override switch, and conductors in conduit for hardwired service.
- **Balboa Peninsula Parking Management Plan** – Iteris developed a parking management plan to assist the City with managing season tourism in the Balboa Peninsula. This work included development of recommendations for improvement and several public workshops to solicit community input. Iteris reviewed all existing parking and policies and made prioritized recommendations for improvements which the City is currently implementing.
- **Pedestrian Signals & Rectangular Rapid Flashing Beacons (RRFB)** – Iteris prepared design documents for two RRFB intersections: East Bluff Drive at the High School Driveway and Via Lido at Via Oporto. The design implemented wireless and solar RRFBs, including solar powered safety lighting. The design included lighting analysis, signage and striping, and ADA curb ramp upgrades.
- **Traffic Flow Optimization Project** – Iteris developed citywide optimized signal timing plans at the City's 92 signalized intersections. Work also included coordination with 33 Caltrans-owned intersections. Work also included identification of low to medium cost improvements at some of the City's worst operating intersections, as well as identification of advanced technologies to monitor and managed traffic more efficiently.
- **Traffic System Master Plans, Phases 1-8 Projects** – Iteris prepared the City's traffic system master plan which laid out the City's plan for implementing communications improvements, ITS improvements, and general traffic signal equipment improvements citywide. Iteris followed up with the City to deliver designs for all eight phases outlined in the master plan, assisting the City in realizing the goals developed in the master plan. Work also included the development of Citywide traffic signal coordination. Iteris supported the implementation of all design and synchronization work from the City's TMC and also trained City of Newport Beach staff on the management of their new systems and timing.

On-Call Engineering and Professional Consulting Services, Traffic Engineering – City of Corona, CA (2019 – Ongoing)
 Reference: Aaron Cox, Associate Engineer - Traffic, Public Works, City of Corona, (951) 279-3515, Aaron.Cox@CoronaCA.gov



Iteris has been providing on-call engineering services to the City of Corona since 2019. In general, the work performed under this on-call included the preparation of traffic control plans, specifications, and bid documents, traffic studies and analysis, signal timing and optimization, ITS design, signage and striping design, traffic impact studies, and serving as City representative as needed. During this period, Iteris has provided an array of services through multiple task orders under the on-call contracts. A highlight of these services include:

- **Georgetown and Bedford Signal Installation Project** – Iteris provided design, signal timing, and construction support for the project which improved the intersection at Georgetown and Bedford. Iteris was responsible for the design of the new traffic signal, video detection, street lighting, rewiring, flashing yellow arrow operation, new fiber optic communications, and improved signal timing. The work also included upgrading ADA curb ramps, median porkchops, and providing signage and striping updates. Iteris supported both the design and construction phases of this project.
- **Various On-Call Traffic Studies and Transportation Analysis Services** - Iteris performed several traffic engineering, modeling and analysis tasks for the City of Corona since the completion of the General Plan Update. These projects consisted of the analysis of various roadways using the City's travel demand model.

- Specifically, the work included:
 - Analysis of changes in traffic on Foothill Parkway with different roadway connections to Foothill
 - Analysis of the impacts on traffic flow of turn restrictions at various locations within the City
 - Analysis of changes to the ramp configurations at SR91/Promenade Avenue interchange
 - Analysis of changes to ramp configurations at various interchanges due to the implementation of the Mid-County Corridor
 - Preparation of model build-out volumes at different locations in the City; these are used for traffic studies for proposed development projects
- **Retrofit of Current Dynamic Message Sign (DMS) Technology** – Iteris provided ITS design services to retrofit and upgrade the eight (8) existing dynamic message signs at five (5) locations throughout the City. Iteris provided specs for different sign vendors, pole modification details, sign mounting details, and sign installation plans including wiring, communication, and power.
- **Traffic Management Center Video Wall Upgrade** – Iteris assisted the City in the design development and installation to upgrade the City’s existing TMC video wall. This project provided the city with a complete demolition of existing BARCO cube wall video wall system and recycling of aluminum wall structure – installed 15+ years ago. Replacing it with a new 4x2 55” LCD video wall replacement. Iteris assisted City staff in closing the existing wall opening for new video wall installation.
- **Special Event Traffic Control Plan Review** - In coordination with special event coordinators, Iteris provided traffic control plan review for a special event in the City. Iteris reviewed additional traffic control plans developed by others for annual events.
- **Local Signal Synchronization Plan** – Iteris provided traffic signal recommendations to be included in the Plan which serves as a basis for the City’s grant application effort. Improvements were based off our knowledge of the City’s infrastructure and the City’s goals to improve operations and safety citywide. The LSSP document was used to make the City eligible for future traffic signal synchronization funding.
- **Traffic Signal Recommendations and Design** – Iteris has provided traffic signal recommendations and design (PS&E) for various signal improvements around the City. The projects included new traffic signal cabinets, deployment of battery backup systems (BBS), new traffic signal controllers, and improved detection. The Design also included new ADA pedestrian ramps at locations that were not currently compliant. The traffic signal improvements placed the City in a better position for improved traffic signal maintenance and future communication upgrades.
- **Stop Sign Policy** – Iteris staff developed a stop sign policy for the City of Seal Beach that is consistent with the CAMUTCD, CVC, and City’s Municipal code. The policy is used to help field numerous requests for stop signs.
- **System Integration and Support** – Iteris provided system integration services to assist the City with installing GPS clocks at intersections along Westminster Blvd. These improvements allowed the City to keep their traffic signals along Westminster in step with the OCTA Westminster TSSP project.
- **Fiber Communication upgrades projects** – Iteris has coordinated with the City to prioritize traffic signal communication upgrades. Iteris provided fiber installation PS&E for traffic signals along Lampson Avenue and on Ocean Avenue to connect traffic signals and City IT services.

On-Call Traffic/Transportation Engineering Services – City of Seal Beach, CA (2019-Ongoing)
 Reference: Iris Lee, Deputy Public Works Director/City Engineer Public Works Department, City of Seal Beach, (562) 431-2527 Ext. 1322, ilee@sealbeachca.gov

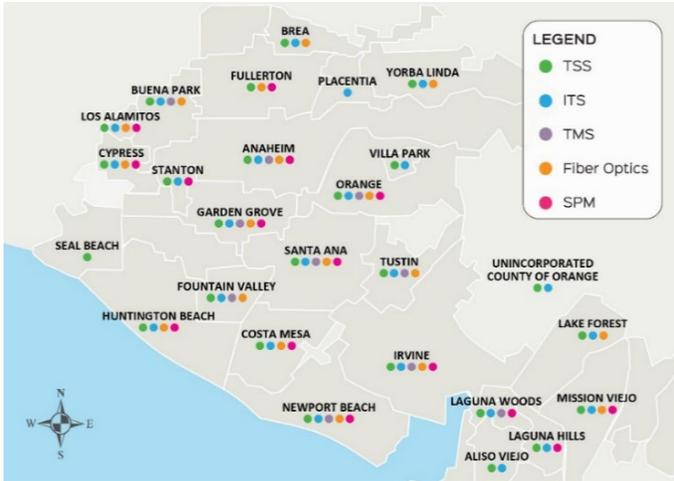
Iteris has been providing on-call engineering services to the City of Seal Beach since 2019. In general, the work performed under this on-call includes review of traffic control plans and traffic signal improvements.

Other services include development of plans, specifications, and estimates for traffic/transportation engineering projects, traffic-related studies, signal timing and coordination, conceptual designs, cost estimating and value engineering, transportation impact studies, traffic control plans, record drawings, traffic signal system monitoring, operations, and maintenance, compliance review, and grant applications. During this period, Iteris provided many services through multiple task orders under the on-call contracts.

A highlight of these services include:

OCTA On-Call Traffic Engineering Services - Orange County, CA (01/2008 – Ongoing)

Reference: Alicia Yang, PE, Program Manager III, OCTA, (714) 560-5362, ayang@octa.net



Iteris has been retained by the Orange County Transportation Authority (OCTA) since 2008 (re-selected as the highest ranked firm in 2012 and then again in 2015) for a multi-year on-call contract to provide traffic signal engineering and regional synchronization services throughout the County. As part of the on-call contract, Iteris has been tasked with providing the following services:

- Design and installation of communication system (Ethernet-over-copper, fiber optics, and/or wireless)
- Traffic signal controller hardware and software implementation
- Central traffic signal system installation and integration
- Traffic Management Center (TMC) upgrade
- Installation of GPS units at State-owned intersections
- Detailed vehicular, pedestrian, and bicycle data collection
- Signal synchronization analysis to provide weekday (AM, MD, PM) and weekend coordination timing plans
- Signal timing implementation at agencies' TMC
- Observations of new timings in the field and fine-tuning of timings at agencies' TMCs
- Operation and maintenance support
- A sampling of recent projects may be provided upon request.

Traffic Signal Management Services– City of Lake Forest, CA (7/2021 – Ongoing)

Reference: Tran Tran, PE, Traffic Engineering Manager, City of Lake Forest, (949) 461-3485, ttran@lakeforestca.gov

Iteris is providing traffic signal operation and management services to the City of Lake Forest. One of the main duties are to operate and maintain all the traffic signals within the City, including:

- Traffic signal communication system master plan and IP schematic
- Communication system expansion, operation monitoring, switch configuration, and system troubleshooting
- Verify all timings are programmed correctly and that all traffic signals are in good working order
- Review scheduled operations on the central traffic signal system to automatically perform a variety of
- maintenance tasks
- Report traffic signal problems and malfunctions to the City's signal maintenance contractor
- Assist the City in resolving traffic signal control complaints
- Investigate and recommend to the City improvements such as signal phasing, equipment upgrades and
- significant timing adjustments
- Coordinate with contractors and modify signal timings due to roadway constructions

On-Call Traffic Engineering Services – City of Laguna Woods, CA (4/2012– Ongoing)

Reference: April Baumgarten, Public Works Administrator, City of Laguna Woods, (949) 639-0568, ABaumgarten@cityoflagunawoods.org

Iteris provided traffic engineering services to the City of Laguna Woods. One of the main duties were to operate and maintain all the traffic signals within the City, including:

- Monitor traffic signal operations in real-time and make timing adjustments as necessary to maintain good traffic progressions
- Review scheduled operations on the Centrac traffic signal system to automatically perform a variety of maintenance tasks
- Set up Centrac to automatically gather and store historical data and real-time information of traffic signal operations

Other traffic engineering services provided included:

- Prepared two successful grant applications, one for El Toro Road RTSSP and one for Moulton Parkway RTSSP
- Made presentation at the Public Safety Committee Meeting
- Submitted monthly update of operational compliancy for two red-light enforcement intersections

On-Call Traffic and Transportation Engineering Services – City of Diamond Bar, CA (7/2004 – 2026 (Ongoing))

Reference: Christian Malpica, Associate Engineer, City of Diamond Bar, (909) 839-7000, cmalpica@diamondbarca.gov

Iteris is currently providing citywide traffic signal operations and on-call traffic engineering services for the City of Diamond Bar. Iteris’ staff has been providing ITS design and integration support and is currently assisting the City in their quest to implement an adaptive traffic management system. Mr. Bernard K. Li, EE, TE, PTOE, a resident of Diamond Bar since 1992, has also acted as a Traffic Engineering consultant for City of Diamond Bar for over 13 years. Iteris’ staff have provided numerous traffic engineering services to the City:

- Citywide traffic signal operations and monitoring via VPN access to the City’s TransSuite traffic signal system, including responding to residents’ request for timing check
- Performed citywide traffic signal timing and coordination
- Adaptive system selection support
- Traffic signal timing preparation and implementation at various newly installed or modified signals
- Adjusted signal timing before, during and after roadway construction to minimize the impact of traffic congestion due to lane closures. Oftentimes, timing adjustments were conducted during late night hours and early morning hours for nighttime construction.
- City TMC staffing during construction, incidents and off-hours.
- Traffic Signal and ITS Infrastructure Upgrade Phases Design
- Communications/ITS equipment troubleshoot and repair to ensure all traffic signals, CCTV, video detection, battery backup systems are online
- City’s traffic engineering advisor for Alameda Corridor East – Brea Canyon Grade Separation project

- City’s traffic engineering advisor for Caltrans 57/60 HOV project
- City’s traffic engineering advisor for the Los Angeles County Pomona Valley ITS project
- Traffic signal modification design at over 10 intersections
- New traffic signal installation and interconnect design at various intersections
- Neighborhood traffic management plan design and construction support
- Traffic management and circulation analysis for Quail Summit Elementary School, Lorbeer Middle School, Chaparral Middle School and Diamond Bar High School.
- Suggested Routes to School design for Golden Springs Elementary, Diamond Point Elementary, Walnut Elementary, Castle Rock Elementary, Evergreen Elementary and South Pointe Middle Schools
- Numerous line-of-sight visibility review
- Basic traffic signal and timing training for City’s engineering staff
- City Council Study Session presentation of “traffic signals in our city”
- Signal warrant analysis and left-turn warrant analysis at various locations
- Signing and striping design at various roadways
- Traffic control plans review

6. ITERIS' UNIQUE CAPABILITIES -

Our highly skilled engineers are the cornerstone of our success, as evidenced by Iteris being selected for nearly 50% of RTSSP projects, both OCTA- and agency-led. These completed projects have consistently delivered double-digit percentage improvements across all performance metrics, on time and within budget. This unparalleled experience highlights our proven track record and the deep trust we have built with local agencies.

We possess an in-depth knowledge of Orange County. Our key staff members are local to the area, providing them with a profound understanding of the unique traffic conditions, patterns, and transportation network conditions, including roadways and intersections in every city. Each team member brings extensive experience in optimizing traffic operations, implementing safety measures, conducting technical analyses to inform decisions, and configuring systems and equipment.

We excel in delivering all types of traffic engineering projects, including those utilizing Federal funds that require coordination with Local Assistance. Often acting as an extension of the City's staff, we ensure quicker results and improved responsiveness to the City's needs. Moreover, our team's direct experience working for numerous public agencies, including Costa Mesa, gives us a significant advantage in understanding municipal processes and procedures.



Table 2 –Team Members, Role, Location and Skilled Experience

STAFF	PROJECT ROLE	SOCAL LOCATION	AVAILABILITY	EXPERTISE OF KEY INDIVIDUALS RELEVANT TO SCOPE									
				Ongoing On-Call	Traffic Signal Design	Operations	Intelligent Transportation Systems (ITS)	HSIP	Traffic Signal Synchronization	Capital Improvement	RRFB	HAWK	ATP
Shirjeel Muhammad, PE	Project Manager	Santa Ana	50%	●	●	●	●	●	●	●	●	●	●
Josh McNeill, PE, TE, PTOE	QA/QC	Santa Ana	40%	●	●	●	●	●	●	●	●	●	●
Arthur Chanprakrit, PE	Task Leader	Santa Ana	50%		●	●	●		●		●	●	●
Ted Huynh, PE, TE	Project Planner	Santa Ana	50%	●		●		●	●	●	●	●	

COST PROPOSAL:

Cost Proposal is provided as separate attachment.

DISCLOSURE:

Provided in **Appendix A**.

SAMPLE PROFESSIONAL SERVICE AGREEMENT:

Iteris accepts the terms and conditions of the sample contract as-is.

CHECKLIST OF FORMS TO ACCOMPANY PROPOSAL:

Provided in **Appendix A**.

EXHIBIT C
FEE SCHEDULE



949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

COST PROPOSAL

July 30, 2024

Mr. Raja Sethuraman, PE
Public Works Director
City of Costa Mesa, CA
77 Fair Drive
Costa Mesa, CA 92626

Re: COST PROPOSAL FOR ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES - RFP NO. 25-01

11477-169.25

Dear Mr. Sethuraman,

Iteris, Inc. (Iteris) submits our cost proposal to provide services for On-Call Engineering Staff Support and Program Management Services.

KEY STAFF:

Hourly Rates Effective Through 3/31/2025	Loaded Billing Rates
KEY STAFF	
Shirjeel Muhammad, PE	\$298
Joshua McNeill, PE, TE, PTOE	\$289
Ted Huynh, PE, TE	\$258
Arthur Chanprakrit, PE	\$199

SUPPORT STAFF:

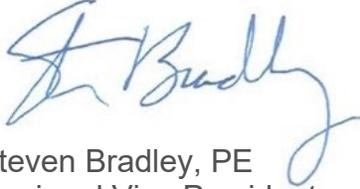
Hourly Rates Effective Through 3/31/2025	Loaded Billing Rates	
SUPPORT STAFF CLASSIFICATIONS	Min	Max
Support Staff I	\$104	\$123
Support Staff II	\$163	\$202
Assistant Engineer/Planner	\$113	\$141
Associate Engineer/Planner	\$135	\$166
Engineer/Planner	\$140	\$178
Senior Engineer/Planner I	\$195	\$223
Senior Engineer/Planner II	\$228	\$240
Lead Engineer/Senior Manager	\$236	\$285
Associate Vice President/Principal/Director	\$258	\$317
Vice President/Chief Scientist	\$343	\$411

Default Standard Terms and Conditions

- *Rates subject to annual adjustments up to 5% effective April 1st of each year.*
- *Other direct expenses to be billed at cost, unless otherwise negotiated.*
- *Subconsultant, Subcontractor and Equipment expenses to be billed at negotiated cost plus markup.*
- *Mileage rates will be based upon current IRS standard rates.*
- *Task Orders will utilize individual staff rates at time of Letter Proposal submission, NTE Max Billing Rates.*

Thank you for the opportunity to submit our Cost Proposal. Iteris looks forward to assisting the City on important traffic and transportation engineering projects. Iteris accepts the terms and conditions of the sample contract as-is. Please contact me at (949) 270-9647 or sbradley@iteris.com, or the designated Project Manager, Mr. Shirjeel Muhammad, PE, at (951) 821-8105 or smuhammad@iteris.com, with any questions.

Sincerely,
Iteris, Inc.

A handwritten signature in blue ink, appearing to read "S. Bradley".

Steven Bradley, PE
Regional Vice President
Mobility Consulting Solutions

◆ *Steven Bradley, PE, is authorized to negotiate the contract on behalf of Iteris and our project manager.*