CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
AGA ENGINEERS INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 30th day of September, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and AGA ENGINEERS, INC., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide on-call traffic engineering services, 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 Consultant's Proposal, attached hereto as Exhibit "A," 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 "A." Consultant's annual compensation shall not exceed Twenty-Five Thousand Dollars per year ($ 25,000.00).

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, 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 three (3) years, ending on September 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both 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 Best's Key Insurance 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:

AGA Engineering, Inc.
211 Imperial Highway
Fullerton, CA 92835
Tel: (714) 745-2354
Attn: Chalap Sadam

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Attn: Jennifer Rosales

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 "B" 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. In the event that 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. 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.

6.12. 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.

6.13. 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.

6.14. 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 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 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.

6.15. 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.

6.16. 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.

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

6.18. 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.

6.19. 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.

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

6.21. 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.

6.22. 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.

6.23. 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.

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

6.25. 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.

6.26. 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.

6.27. 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.

6.28. 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: September 21, 2022

Chalap K. Sadam, President
[Name and Title]

CITY OF COSTA MESA

_____ Date: 9/20/22
Carol Molina
Purchasing Officer

ATTEST:

Brenda Green 10/11/2022
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: 10/10/22
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: 10/4/22
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

Jennifer Rosales
Project Manager

Date: 10.3.22

DEPARTMENT APPROVAL:

Raja Sethuraman
Public Works Director

Date: 10-4-22

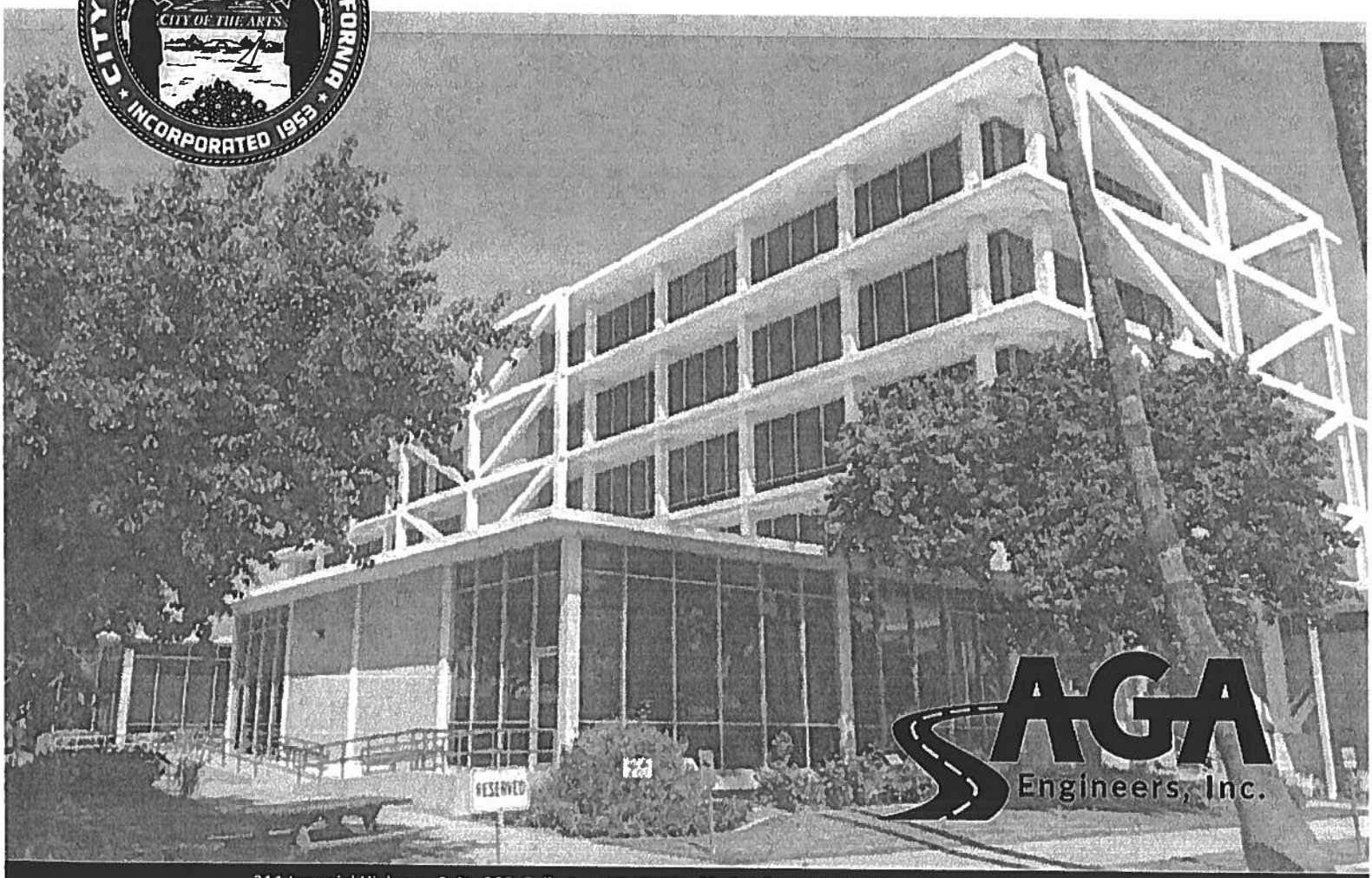
EXHIBIT A

CONSULTANT'S PROPOSAL

Proposal

On-Call Traffic Engineering Services

August 31, 2022



211 Imperial Highway, Suite 208, Fullerton, CA 92835 || (714) 992-4592 || aga@agaengineersinc.com

AGA Engineers, Inc.

August 31, 2022

Ms. Jennifer Rosales
Manager, Transportation Services
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

RE: Proposal for On-Call Traffic Engineering Services

Dear Ms. Rosales:

AGA Engineers, Inc. (AGA) is pleased to respond to the City of Costa Mesa's request for a proposal to provide On-Call Traffic Engineering Services.

The AGA Team has the ability to provide all the transportation engineering services the City may need in an expeditious and cost-effective manner. We are currently providing the City with assistance in the areas of traffic signal design, various types of traffic studies and analyses, plan checking services, traffic signal and communications design, ITS design, traffic signal timing and coordination studies, traffic signal operations support, and other associated traffic engineering services.

We are a full-service traffic engineering company with the experience and expertise to provide the traffic engineering services which the City may require. We believe we are best suited to provide the following services:

- Preparing plans for intersection geometrics, traffic signal design, signing and striping design, traffic engineering construction administration, and inspection of traffic-related facilities.
- Reviewing and preparing environmental/traffic impact studies, warrant studies, speed zone studies, traffic analyses, and operations relative to traffic control devices.
- Monitoring traffic signal operations, preparing traffic signal timing coordination studies, and implementing traffic signal timing and coordination programs.
- Providing grant application support for state, federal, and various local funding opportunities.
- Specialize in communication design, Intelligent Traffic Systems (ITS), and both local and regional Traffic Signal Synchronization Programs throughout the Southland.
- Provide coordination between city staff and consultants for traffic requirements related to Capital Improvement Projects (CIP).
- Provide other traffic-related services as requested or directed by the City.

In addition to providing traditional as-needed transportation engineering services, the AGA team is recognized for our considerable expertise in the planning, design, and operation of complex traffic control

and ITS systems. Over the past few years, we have designed and completed traffic signal plans, specifications, and estimates (PS&E) packages, as well as created synchronized traffic signal timing plans for hundreds of traffic signals on various arterial corridors. We have completed the design of multiple Traffic Signal Synchronization Program (TSSP) projects throughout Los Angeles County, and in Orange County as part of OCTA's Regional Traffic Signal Synchronization Program (RTSSP).

I will be the Proposed Project Manager and as such will be the single point of contact for the City throughout the duration of the contract. I have over three decades of considerable experience working on a multitude of traffic engineering projects and have developed expertise in preparing traffic impact studies, developing transportation planning models to evaluate long range traffic impacts and recommending practical mitigation measures. I have completed numerous traffic impact and transportation planning studies for both municipal clients and private developers. More recently, I have been involved with the development of signal coordination master plans, preparing traffic signal coordination timing plans, and implementing various ITS strategies and programs. I can be reached either by phone at (714) 992-4592 or by email at chalap@agaengineersinc.com.

As President of AGA, I, Mr. Chalap Sadam, am duly authorized to negotiate with the City and contractually bind the firm with my signature.

The AGA Team looks forward to continuing to work with the City of Costa Mesa. If you have any questions, please don't hesitate to contact me.

Respectfully submitted,

AGA ENGINEERS, INC.

Chalap K. Sadam, P.E., T.E.
President

Proposals/Costa Mesa/On-Call ... Renewal/On-Call Renewal Letter.docx

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Appendix

Firm Profile and Experience

AGA Engineers, Inc. (AGA) is a California S Corporation with 18 employees, many of whom have worked together for at least five years and the executives have worked together for over 20 years, which is a respectable indication of the stability and compatibility of our team. All work performed under this contract with the City will be conducted by employees located at AGA's offices in Fullerton.

Official Name & Address:
AGA Engineers, Inc.
211 Imperial Highway, Suite 208
Fullerton, CA 92835

Primary Point of Contact:
Mr. Chalap Sadam, PE, TE

Type of Entity:
California C Corporation

DIR No:
1000636813

The company was founded in 2020 by Mr. Chalap K. Sadam, former Vice President and co-founder of Albert Grover & Associates. The new company was formed after the passing of the founder and CEO, Mr. Albert Grover. As a part of Albert Grover & Associates, the team has worked together since 1993 successfully providing engineering services to various cities and counties throughout Southern California. Many of the senior and professional staff members of Albert Grover & Associates are now part of AGA Engineers, bringing with them all their collective professional engineering qualifications, expertise, and experience allowing us to provide the same culture, policies, and appropriate work environment for our employees to continue serving our clients.

AGA is a multidiscipline engineering firm specializing in municipal traffic engineering. Through utilization of today's most sophisticated, computer-aided equipment by highly skilled and talented professional engineers and technicians, we provide clients with quality, cost-effective, professional services in a timely manner. Our success can be attributed to our commitment to provide clients with personalized, quality service. AGA's services are not just routine, but rather the application of experience and knowledge to first properly identify a problem, then provide the most appropriate and cost-effective solution. Each project is unique and carried out with the highest degree of pride and professionalism and a dedication to satisfy the client's needs. We offer professional traffic engineering and support services ranging from the planning and conceptual design stage through the traffic engineering construction support and "as-built" stage, placing us among the forerunners in the full-circle service concept.

AGA staff have been providing on-call traffic engineering services to the City for nearly 20 years, and we are currently providing similar services to several agencies (see list below). Typical services we provide include traffic signal warrant analyses, traffic signal designs, fiber optic communication design, traffic impact analyses, engineering and traffic surveys, preparing grant applications, developing traffic signal timing, traffic signal system monitoring and as-needed support, traffic engineering construction support, presentations at the Traffic Commission, Planning Commission and/or City Council meetings, development of a focused traffic forecast model (of the SCAG sub-regional model) to determine level of service (LOS) and required mitigation measures, and contract administration.

List of Clients who currently receive similar services from AGA:

Cerritos	Costa Mesa
Downey	Fountain Valley
Highland	Huntington Beach

La Habra	Laguna Beach
Laguna Niguel	Long Beach
Los Angeles County	Montclair
Orange	Orange County Transportation Authority
Redondo Beach	San Dimas
Victorville	Yorba Linda

Our engineers and technicians possess all the necessary qualifications and experience to ensure successful outcomes for the City, be it a simple traffic investigation, a politically charged development project, a multi-agency project, or a complex traffic systems challenge. AGA is not a firm that provides only labor to accomplish designated tasks; rather, AGA offers a high level of intellectual support to accomplish client objectives. The AGA team's unique blend of Civil Engineers, Traffic Engineers, and skilled technical field maintenance personnel provides a synergy that typically results in success beyond expectations.

AGA staff have completed timing plans for more than 6,500 traffic signals in California. We have extensive experience developing and implementing both corridor signal timings and arterial grid type signal timings in business district environments as we have done for Los Angeles County Public Works and various cities throughout Orange County, San Bernardino County and Riverside County. The AGA Team has unparalleled experience from design and development of signal timing plans to traffic engineering construction support, implementation and fine-tuning, as well as continued monitoring and maintenance of multiple coordinated traffic signal systems.

We foster ongoing positive relationships with the staff at Caltrans and other regional agencies. These relationships are especially important relative to obtaining grant funding, regional project coordination, and freeway management. AGA's traffic engineers have successfully negotiated with Caltrans and county agencies on the behalf of various cities to innovatively address traffic challenges, share resources, and complete regional projects. A good example of how AGA builds relationships is our traffic signal coordination work with Orange County Transportation Authority (OCTA) where AGA engineers have retimed hundreds of traffic signals to provide improved traffic operations along regional corridors working with many agencies. For one such project, Antonio Parkway in south Orange County, we came up with a shared communications scheme between the City of Rancho Santa Margarita, the County of Orange, and Caltrans to install a fiber optic communications pathway along the ten-mile corridor between Ortega Highway and Santa Margarita Parkway for joint use by all three agencies. The project significantly improved traffic operations and saved all three agencies millions of dollars had they each constructed their own communications systems.

Understanding and Approach

Understanding basic concerns and constraints as viewed from a city's perspective is a key qualification of AGA's services. Our personnel have experience as both agency employees and as contract City Traffic Engineers which is invaluable in allowing our staff to quickly identify and meet the needs of our municipal clients. We have long represented the Cities of Montclair, San Dimas, and La Habra at various state and regional transportation functions, meetings, workshops, seminars, etc., and have helped establish both operational and Capital Improvement Program (CIP) budgets for these and other cities. Our engineers have served on various state and federal committees which established the framework and engineering procedures and practices found in the Highway Capacity Manual (HCM) and the Manual on Uniform Traffic Control Devices (MUTCD). Staying abreast of the latest policy activities at state and federal levels is an important aspect of attracting grant funding and developing local programs, policies, and procedures.

Our staff completely understands the necessity of balancing the economic advantages of increased development and redevelopment projects with the potential negative impacts to traffic flow and circulation of such projects. We have managed to develop mitigations that are both technically and economically feasible for projects ranging from a gas station with a convenience market to a 1.25 million square feet retail mall. A key example of such balancing is the expansion of a mall. Transportation infrastructure improvements which are required to allow mall expansion in turn result in significantly improved mall access and attendance with subsequent increases in sales tax revenue for the city.

AGA's approach to providing traffic engineering services involves far more than simply providing contract labor on an hourly basis. Our entire staff will be available and on-call to serve the City. This includes not only scheduled meetings at City Hall or off-site, but also attendance at meetings with businesses or the public, as required. Staff members will also be available to conduct field investigations, traffic studies, and engineering and traffic survey analyses as needed.

Unlike most engineering work which is highly regimented with standards and requirements, traffic engineering is much more focused on human behavior. It is commonplace for politicians and the public to have an emotional investment not only with the outcome of traffic investigations and studies, but also the process by which the work is conducted. Therefore, our experienced senior level staff can clearly articulate to our associate and assistant level staff what needs to be done, actively direct staff in performing the work, and communicate progress regularly to the City and the public as appropriate. In all of our communications, be it written or orally, we strive to communicate clearly to serve both City staff and the public alike. It is this clear communication of our progress, findings/results, and recommendations which eliminate issues and problems that cause inefficient project delays and rework.

Another key factor in providing services to the City is to stay attuned to both the overall direction and the specific requirements of City staff and the City Council. Utilizing our team's broad experience in providing similar services to our clients, as well as our staff's knowledge of each city's standards, technical preferences and practices, we can develop strategies and solutions which are viable and cost-effective. On account of our team's attendance at local professional organization meetings and national meetings such as at the Institute of Transportation Engineers (ITE) conferences, we will bring fresh ideas and best practices to the City for consideration. We pride ourselves on being aware of state-of-the-art traffic engineering approaches and methodologies and how they could be applied. By combining our local and national knowledge of the latest products and approaches in the traffic engineering industry, we can optimize the service we provide to the City.

We believe that the most effective way to practice municipal traffic engineering is to have seasoned senior level staff members be hands-on in the assessment and direction of work tasks. It is more efficient and cost-effective to have an experienced traffic engineer – who can quickly observe and assess situations and issues on-site – to provide quick and accurate advice or to set the course for a study or traffic design. Many other firms rely on junior or mid-level staff to attend meetings, speak with constituents, conduct field investigations, and set the direction of designs or studies. Typically, their senior level staff primarily remain in the office in more of a contract management or oversight role. Such an arrangement offers an initial low cost but typically results in delays, less than optimum design, a lack of innovation, and rework costing significantly more in the long term. The AGA approach gets our experienced senior staff out of the office to interact with City staff and the public to quickly get to the root of safety, planning, design, or operational issues and concerns. By putting our best and most experienced front and center, issues and concerns are quickly addressed and good decisions can be made without the need for delays that less experienced staff need to research or study the problem and potential solutions.

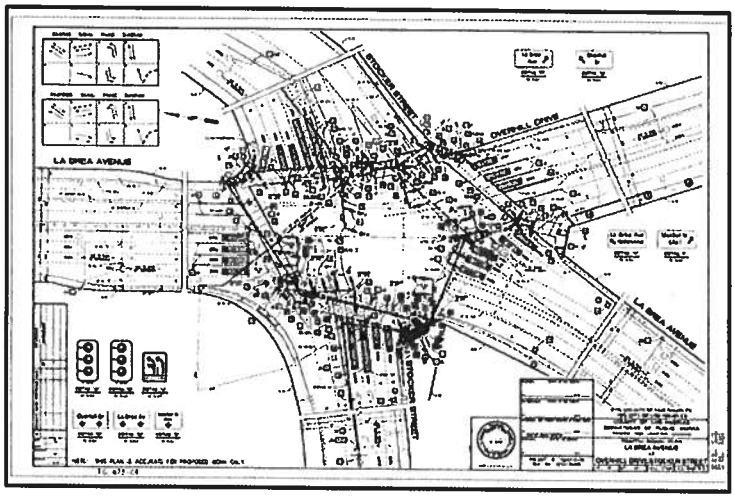
A key objective of AGA's provision of engineering services to the City will be to foster a can-do spirit when working with developers and agency partners on regionally significant projects. We are more than just technically proficient – we are able to collaborate with the City's development team and regional agencies to create win-win solutions so that intelligent business growth and transportation improvement projects can effectively move forward. We understand that delicate balance of how transportation interacts with business and we have successfully assisted other municipal clients to embrace the needs of modern business.

Detailed Work Plan

The following are brief descriptions of work scopes completed by AGA for various tasks which the City may require and services which may be beneficial to the City.

Traffic Signal, Signing, and Striping Design

AGA staff have designed and implemented hundreds of both new and modified traffic signals, signing and striping plans, and traffic signal interconnect projects (including fiber optic, twisted pair, and wireless communication technologies) for a large number of cities and counties. While completing traffic signal modification designs and traffic signal communication designs, our staff not only looks at the specific improvements identified, but also conducts inventories of all the traffic signal components that may need to be modified or upgraded.



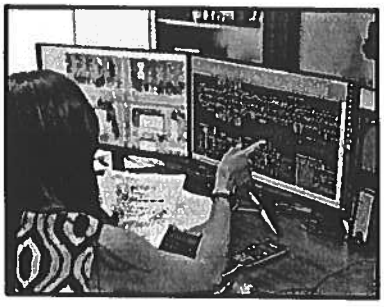
Our experience with designing traffic signals, and our drive to keep up with the latest requirements of both the CA MUTCD and Caltrans Standards, allows us to provide a comprehensive design for successful completion of a project. AGA staff is also up to date with current ADA requirements. Design activities consist of determining all aspects of right-of-way requirements for street improvements including providing raised median configurations, left and right turn pocket lengths, lane drops, speed-controlled transitions, etc.

Traffic Control Devices

AGA team members have conducted hundreds of studies for the installation of traffic control devices. Such studies include traffic signal warrants, traffic signal priority lists, school crossing guard studies, pedestrian crossings, multi-stop application studies, and left-turn studies. Many times, these studies are the result of resident concerns/complaints. In addition to conducting these studies AGA will reach out to residents (per City direction) to explain the situation and discuss a reasonable solution.

Traffic Control Plans

AGA staff have extensive experience in developing and reviewing traffic control plans. Our Engineers don't just review such plans from a technical perspective, but also consider the context in which the lane and street closures are to be implemented, as well as the traffic characteristics and patterns in the area. Routinely, such reviews also involve a site visit to ensure that the design considers all aspects of transportation including pedestrians, bicyclists, transit, motorists, traffic signals, land use, private property access, etc.



Review Standard Details

AGA strives to keep up to date with the latest state and federal standards to ensure all requirements are being met when completing traffic related designs. AGA's extensive experience working with a multitude of agencies throughout Southern California has allowed our team to review and work with various standard drawings. Throughout the years we have seen several updates to standard drawings such as revised curb ramp design standards (8.33% vs. 7.5% slopes), updates to traffic signal pole and foundation dimensions, etc. This experience will be valuable in assisting the City with development of its own standard drawings.

When developing standard plans, it is important that all applicable state and federal standards, such as the California Manual on Uniform Traffic Control Devices (CA MUTCD) 2014 Revision 6, 2018 Caltrans Standard Plans and Revised Standard Plans, Americans with Disabilities Act (ADA) Standards, 2021 Standard Plans for Public Works Construction, to name a few, be considered to ensure the City is in compliance with all mandated requirements.

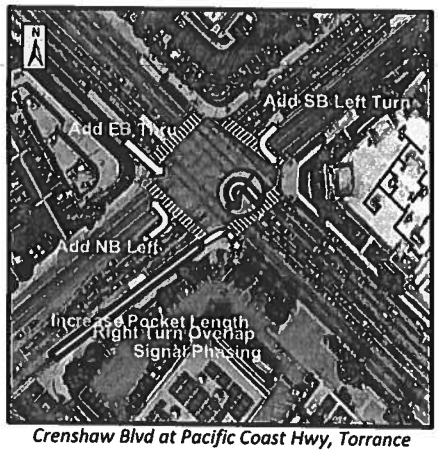
Various Traffic and Safety Studies

AGA offers local and regional area transportation planning capabilities to develop specific circulation plans, general circulation plans, and coordination of these plans with those developed by metropolitan planning organizations. Transportation planning models developed in-house, in conjunction with regional socio-economic and transportation models, are utilized for these planning activities. Recommendations from the Transportation Planning efforts can provide input into the development of the City's CIP projects. Some examples of the various types of studies we have completed for our clients include:

- Traffic safety studies such as sight distance evaluations, collision analyses, etc.
- Traffic impact studies
- Traffic signal warrant studies
- Transit studies
- Truck studies
- Parking management studies
- Pedestrian facilities studies
- Bicycle facilities studies
- Drive-through queuing studies
- Level of service (LOS) and vehicle miles traveled (VMT) analyses

Given the potential for growth in both residential and commercial development/redevelopment in the City, assessment of the scope and timing of transportation infrastructure improvements to adequately serve this increased traffic demand is an ongoing issue. Short term traffic operational analysis can be combined with long term (10 to 20 years) transportation planning data to evaluate and monitor the impact of urban growth in a dynamic way. Such analyses are critical for conducting feasibility studies and traffic impact studies/analyses, and for developing traffic and transportation impact sections of EIRs and EISs.

The AGA Team conducted the Citywide Traffic Analysis for the City of Torrance which evaluated existing and future traffic conditions (level-of-service analyses), existing traffic signal infrastructure, and provided a citywide safety review aimed at improving traffic signal efficiency and resiliency, enhancing roadway safety, and mitigating both existing and project traffic congestion within the city. The report included proposed near-term and long-term intersection improvements (with conceptual plans), an extensive infrastructure plan covering traffic equipment improvements, and a traffic signal communications plan which included fiber optic upgrades (see figure to the right).



Crenshaw Blvd at Pacific Coast Hwy, Torrance
Proposed Improvements

Another way to address potential growth in a successfully proactive manner was developed and implemented by the AGA team in the City of Fullerton. Based on General Plan build-out conditions, the team determined ultimate transportation infrastructure needs. In effect, a Citywide Traffic Impact Analysis was developed, including calculation of overall costs to construct the required improvements. As development projects were proposed, AGA conducted individual Traffic Impact Analyses to more definitively determine the appropriate scheduling for implementation of such improvements. This traffic modeling and monitoring service is of tremendous long-term benefit.

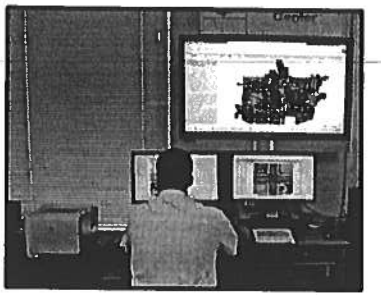
Engineering and Traffic Surveys

The objective of Engineering and Traffic Surveys is to review the existing speed limits and recommend changes to the speed limits (increase or decrease), in accordance with the requirements of the latest edition Section 627 of the California Vehicle Code (CVC). The purpose of these studies is to provide sufficient information to document that the conditions of Section 627 have been satisfied and that other conditions not readily apparent to a motorist are properly identified. The recently adopted Assembly Bill No. 43 (AB43) amended and added sections to the CVC related to traffic safety and speed limits.

AGA has recently completed studies for the Cities of Burbank, Gardena, Seal Beach, Westminster, and Garden Grove. We are currently conducting engineering and traffic studies in the Cities of Laguna Niguel, Huntington Beach, and Santa Ana.

Traffic Signal Timing and System Support

Development, implementation, and maintaining coordination signal timing plans are all critical to optimizing the efficiency of the existing infrastructure, thus ensuring that coordination signal timing plans in effect are operating as designed. Since traffic patterns change when construction, incidents, and/or development occurs, adjustments to timing plans are often required. Only by frequent monitoring of traffic operations can these signal timing plans be kept current. In addition to AGA's expert traffic engineering staff, the company also employs several experienced traffic signal technicians who are highly skilled and well versed on all types of traffic signal control hardware and systems, video equipment and control systems, communications, networking, and security systems.



Real-time monitoring of city traffic signal systems and traffic signal timing performance is a popular service which AGA currently provides to various cities. For several years, we have monitored and operated traffic signal and camera systems all over Southern California from our TMC located within our Fullerton office. We can access several signal timing operations for several hundred traffic signals. AGA's duties typically include daily monitoring of signal operations, updating and fine-tuning signal timing, and responding to construction activities, emergencies, and citizen complaints.

Traffic Signal Interconnect and Communication

AGA staff have worked on a multitude of traffic signal communication projects. The AGA Team has also designed several miles of fiber optic communications in the cities of Anaheim, Buena Park, Costa Mesa, Brea, Irvine, Rancho Cucamonga, Fountain Valley, Fullerton, and La Habra, to name a few. Our designs include ITS components such as CCTV cameras and Bluetooth travel time devices. Detailed fiber assignments are also included to ensure that agencies have accurate documentation of their fiber assets in order to facilitate integration of the communication and ITS devices into the respective traffic management centers.

Traffic Engineering Construction Support

The AGA Team has provided traffic engineering construction support to enable timely completion of all construction components for transportation engineering projects. On a recently completed project, we provided the following specific services relative to traffic engineering construction support:

- Assist City and Contractors with providing public construction notices to keep residents and businesses informed of project status and any impacts to motorists.
- Prepare for and conduct the pre-construction meeting with the City, the Contractor, and affected utility owners. Meeting minutes are prepared and distributed to all meeting attendees.
- Track and review all construction submittals, Requests for Information (RFIs), Request for Changes (RFCs), Contract Change Orders (CCOs), construction schedule, etc.
- Coordinate construction observations with agency staff.
- Review construction schedule and ensure contractor is adhering to schedule.
- Review and recommend approval of Contractor's progress payment invoices.
- Conduct regular meetings to discuss project status, as necessary.
- Prior to completion of construction, prepare punch list and coordinate with Contractor to complete all outstanding items in a timely manner.

The AGA team also provides overall system integration efforts which includes coordination with the construction contractor responsible for installing new traffic signal controllers and cabinets, communication hardware (cables, switches, Ethernet radios, etc.), Emergency Vehicle Preemption, video detection systems, CCTV cameras, etc. AGA will work hand-in-hand with the contractor with configuring all Internet Protocol (IP) devices installed as part of the different projects.

Streetlights and Safety Lighting

Our engineers and designers have conducted field inventories, tested lighting levels, and prepared street lighting designs for several cities, as well as safety lighting studies for college and hospital campuses. AGA utilizes lighting design software such as AutoLUX to analyze lighting and complete photometric calculations. Our engineers are keenly aware of the importance of adequate intersection lighting to provide and/or improve public safety.

Grant Funding Preparation and Administration

The AGA Team has extensive technical experience in assisting various agencies with the following grant funding related tasks:

Grant Funding Needs Analysis

AGA will work with City staff to review grant funding needs including CIP Projects identified by City departments, assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for grant related proposals based on funding viability. We will assist City staff in providing strategic outreach to relevant agency staff in determining how to competitively structure the City's funding needs.

Grant Funding Research

AGA will conduct research to actively assist in identifying grant resources including, but not limited to, federal/state, foundation, agencies and organizations that support the City's funding needs and priorities for transportation projects. Over the years, the AGA team has successfully assisted multiple cities with RTSSP grants for traffic signal synchronization and system improvements, Highway Safety Improvement Program (HSIP) grants for safety improvements, ATP grants for encouraging physical activity such as biking and walking, and MTA grant funds.

Grant Funding Application

AGA will provide technical assistance to City staff with developing the grant funding applications. We will complete all necessary forms in response to all grant requirements and evaluate the cost implications to ensure an executable project that will score favorably based on the funding criteria requirements. AGA will provide the City with a submittal-ready application.

The AGA Team previously assisted the following cities with applying for grant funds:

- ✓ Fountain Valley - $1.9 million HSIP grant
- ✓ Placentia - $1.2 million HSIP grant
- ✓ Redlands - $250,000 HSIP grant
- ✓ Fullerton - $11 million OCTA RTSSP grants
- ✓ La Habra - $13 million OCTA RTSSP grants

Grant Funding Administration and Reimbursement

Upon receipt of a grant, the AGA team will assist a City with the implementation and day-to-day administration of the grant related project. We will comply with all grant administration requirements including periodic reporting of progress and expenses, semi-annual reviews, and any project related scope changes or unforeseen project extensions. At the close-out of the project, AGA will also provide the complete project expense documentation for total project expense reimbursement. The AGA Team assisted the Cities of Fullerton and La Habra with the complete project expense reimbursement for the OCTA RTSSP grants.

Relevant Project Experience and References

Listed below are three public agencies where AGA has performed similar professional engineering services. We strongly urge a phone call to any of the persons listed below to ask questions about their experiences working with the AGA Team.

City of La Habra

Mr. Michael Plotnik, Traffic Manager
110 E La Habra Blvd, La Habra, CA 90631
(562) 383-4162
mplotnik@lahabraca.gov

Description: Services provided include traffic signal warrant analyses and subsequent traffic signal designs, residential and school traffic studies, traffic impact analyses, development of press releases and videos for local cable television relative to various traffic engineering issues, preparing grant applications, presentations at Traffic Committee, Planning Commission and City Council meetings, representation at regional governmental meetings, grant funding assistance and administration including reimbursements, and traffic engineering construction support.

Most recently, AGA completed the design and implementation of fiber optic communications, CCTV cameras, Ethernet switches, signal timing, and TMC upgrades for La Habra, Yorba Linda, and Caltrans District 12 under the Imperial Highway RTSSP Project. We are currently assisting the City with similar improvements along the Lambert Road and Harbor Boulevard corridors.

AGA is also under contract to monitor and operate the City's traffic signal control system from our offices.
Completion Dates: 1993 - current

City of Fountain Valley

Mr. Temo Galvez, Deputy Director of Public Works/City Engineer
10200 Slater Ave, Fountain Valley, CA 92708
(714) 593-4517
temo.galvez@fountainvalley.org

Description: Services provided include both remote and on-site traffic monitoring, development, implementation and fine-tuning of weekday and weekend coordination traffic signal timing plans citywide, signal warrant analyses, conducting speed surveys and developing recommendations for raising/lowering speed limits, designing new and modified signal installations, and interagency coordination with adjacent cities and Caltrans. Most recently, AGA completed a Citywide Emergency Vehicle Preemption Study, a federally funded Citywide SSARP project, and we are currently finalizing a HSIP grant-funded project for traffic signal modifications of eight city signals.

Completion Dates: 1995 - current

City of San Dimas

Ms. Shari Garwick, Director of Public Works
245 E Bonita Ave, San Dimas, CA 91773
(909) 394-6248
sgarwick@ci.san-dimas.ca.us

Description: The AGA Team has been providing an on-site City Traffic Engineer one day per month as well as various on-call traffic engineering services on a task order basis. Task orders have included conducting traffic studies, speed surveys, multi-way stop studies, plan check reviews, project reviews, preparing traffic control reports, pedestrian route to school plans, and responding to citizen, business and City Council requests and suggestions, and traffic engineering construction services. Our team has also provided traffic signal design services, developed traffic signal timing plans, provided field support to troubleshoot traffic signal and communications issues, and provided grant assistance services.

Completion Dates: 2014-current

Project Controls

Delivering a quality product that is right the first time is the primary focus of AGA Engineers' comprehensive Quality Assurance/Quality Control (QA/QC) process. It is an integral part of our regular engineering design and study processes and the delivery of every investigation, study, report, or document we produce. This added layer of independent work product review helps guarantee that we deliver quality results to our clients.

Our QA/QC program requires that all deliverables leaving our office be reviewed prior to submittal to the client. All personnel performing work on this project are responsible to ensure its implementation. We have the philosophy that QA/QC is a continuous process to be utilized on plan preparation from conceptual design to final PS&E, as well as when conducting various other professional engineering tasks. Our technical staff is trained to always review work products prior to finalization.

Our Project Manager will conduct an objective review of the work product. When several disciplines are involved in a project, the Project Manager may also seek review assistance from individuals specializing in those disciplines. This ensures proper verification that all project concepts are being met and all constructability issues are addressed prior to delivery of the project.

Quality Assurance

This is the process utilized for each project to guarantee that the design deliverables are accomplished in accordance with the project objectives. To achieve the desired quality of deliverables and services, quality assurance consists of several systems including:

- Initial implementation of a Quality Control Program,
- Conducting quality audits to verify conformance with policies and procedures, and
- Quality assurance reports.

The staff assigned to the project will identify problems, recommend solutions, and verify implementation of corrective action. The Project Manager will ensure that quality is achieved and fully supports the verification efforts by independent personnel. The Project Manager will interface with the project staff members for resolution of matters related to quality.

Client satisfaction is a key project goal. We emphasize client satisfaction throughout all phases of work. We monitor client feedback and satisfaction as a corporate objective. The following minimum procedures are provided for every project:

- Document Control
- Records Control
- Corrective and Preventive Actions

Quality Control

It is the responsibility of AGA Staff to review all construction documents prior to each submittal to the client. They review project design parameters including assumptions, technical methods, and project design guidelines to verify that design standards are being met. These reviews include conformance with appropriate procedures and standards for all work. This process requires that the submittal is complete and all concerns and issues raised by the client during the project development phase and progress

meetings are addressed. It is imperative that all projects are reviewed to universal standards to avoid project deliverables' errors and omissions. The QC checklist must be customized to address project type (signal design, signing/striping, interconnect, signal timing, speed surveys, project reports, etc.) and the specific requirements and challenges for each project.

All plan revision comments received from the City and other reviewing agencies will be scanned and returned to each respective agency with a response to each individual comment in order to reduce agency staff time in reviewing progress submittals.

Another level of quality control that we employ is to conduct a Biddability and Constructability review of construction documents at the 90% and 100% completion level. This is carried out by our construction management services team.

Biddability Review

It is a measure of a bidder's ability to understand the contract documents and prepare a competitive, responsive bid proposal. Wherever ambiguous contract provisions may place a hint of doubt in the bidder's mind, a contingency amount may optionally be added to the bid to cover for the ambiguous information. As an element of our QA/QC, we draw from our extensive experience in construction management and inspection to identify any potentially problematic areas and take corrective action to eliminate them. Our Biddability review will also examine the "front-end" conditions or general provisions of the specifications for modifications and updating to reflect the specifics of the project.

Constructability Review

The successful bidder should have the ability to build the project according to the designer's intent. Constructability covers a broad range of concepts such as project duration, sequencing, working around existing facilities, adequacy of staging areas, drawing details, drawing conflicts, and potential errors and omissions in the contract documents. Issues in any of these or numerous other areas can lead to delays, change orders, and claims. Our review will be made with these concepts in mind to make modifications we believe are appropriate to eliminate potential problems with the contract documents.

The AGA Team

AGA personnel, some of whom are former governmental employees, have provided services to clients ranging from design and traffic engineering construction support at costs exceeding a million dollars, to minor traffic impact studies costing only a few thousand dollars. Whatever the project, our management approach is to complete the project to the satisfaction of the client in as quick a time frame as possible while still producing quality work products. The AGA approach to providing professional services and projects is to do more than simply offer labor or prepare design plans and study reports – *we actually improve traffic operations and safety in everything we touch*. AGA is not a company that simply provides engineering labor to complete client designated tasks; rather, AGA provides a high level of intellectual support to accomplish client objectives.

The AGA Team is well versed with the wide variety of traffic engineering services. Our traffic engineers and planners are regularly engaged in trip generation studies, traffic modeling, and reviewing traffic impact analysis reports. Our technicians are in the field daily–both monitoring and responding to traffic congestion concerns for our municipal clients. Our engineers regularly develop and/or review temporary traffic control plans for both construction and special events. Our team is also very active in the design and implementation of streets projects, traffic calming projects, and bicycle projects. At AGA, we believe that there is no traffic engineering challenge that the proposed AGA team cannot successfully assist the City in managing or resolving.

Key Personnel

Our designated Project Manager, **Mr. Chalap K. Sadam, P.E., T.E., President,** will be the single point of contact for the City throughout the duration of the contract and will be responsible for daily management of the work tasks and services provided to the City. He is a "hands on" engineering manager who will be working directly with City staff to answer questions, lead meetings with the City, and make any presentations to staff, management, and the public as necessary regarding the design, operation, traffic studies and construction of future projects. He will also be intimately involved with all Traffic Engineering tasks as noted in the RFQ Scope of Work. He will seek alternative options to improve and optimize various traffic elements from design improvements and communications systems, grant application funding, safety studies to plan check review.

Mr. Sadam developed expertise in preparing traffic impact studies, developing transportation planning models to evaluate long range traffic impacts and recommending practical mitigation measures. He has completed numerous traffic impact and transportation planning studies for both municipal clients and private developers. More recently, he has been involved with the development of signal coordination master plans, preparing traffic signal coordination timing plans, and implementing various Intelligent Transportation Systems (ITS) strategies and programs.

Mr. Greg Wong, P.E., Vice President, will be the Alternate Project Manager. He will assist Mr. Sadam with management tasks and be available for meetings in the absence of Mr. Sadam due to illness or vacation. Mr. Wong also has vast experience with traffic signal operations which he applies to many traffic engineering applications. He has been instrumental in developing safety studies, sight distance analyses, warrant analyses, traffic signal design/operations and level of service analyses. He assists agencies in the review of developments (traffic studies and site plans), traffic signal plans, safety studies, and assesses traffic impact fees. As a skilled traffic engineer, he provides workable improvements to traffic systems and

operations and is knowledgeable with city, state, and federal standards and regulations. He is well versed in evaluating the components of the traffic signal design such as the traffic signal standards, vehicle detection, pedestrian accessibility and providing solutions for a more cost efficient and feasible traffic signal improvement. Mr. Wong is also a member of La Habra's Traffic Committee and meets monthly with the group to discuss various transportation topics, projects and concerns throughout the City of La Habra.

Following is a list of Clients who have received similar services from Mr. Sadam and Mr. Wong. This is in addition to those agencies listed above.

Buena Park	Fullerton	Garden Grove	Newport Beach
Seal Beach	Torrance	Westminster	San Bernardino Co. Transportation Authority

Ms. Jessica Espinoza, E.I.T., Transportation Engineer I, will lead the transportation engineering and design tasks. She performs sight distance analyses and traffic signal warrants, along with other field studies including crossing guard studies, traffic impact studies, and traffic operations analysis. She has conducted field topographic surveys required to develop design plans for improving intersection safety and updating signal hardware to current standards. Recently, she was instrumental in the design efforts for the multi-million-dollar traffic signal safety and communications improvement project. She also assisted with implementing HSIP funded safety improvement projects in the Cities of Downey and Fountain Valley and has assisted in designing safety improvements for multiple corridors in the County of Los Angeles.

Mr. Ignacio Sanchez, P.E., T.E., Senior Transportation Engineer, will lead the traffic control plan design tasks. He has 33 years of experience in traffic engineering and has designed/modified hundreds of traffic signals, signal communication systems, and signing/striping plans. He provides important assistance in the field including inspection, generating change directives and change orders on behalf of City clients, coordinating with Caltrans and Southern California Edison, reviewing/approving equipment quantities during construction for progress payments, and preparing as-built plans. He is knowledgeable with city, state, and federal standards and regulations and understands how to work with government agencies such as Caltrans.

The various traffic study tasks will be led by **Mr. Ruben Perales, P.E., T.E., Vice President.** He has ample experience completing projects involving state, local, and private agencies—including Traffic Signal Synchronization Program (TSSP) projects, street and highway improvement projects, local city projects, and private development projects. He has been instrumental in developing transportation safety studies, sight distance analyses, traffic signal and stop sign warrant analyses, capacity and level of service analysis. He has extensive experience with various traffic control systems, both arterial and grid type traffic signal coordination timing, and has developed signal timing for hundreds of traffic signals. His knowledge of traffic signal operations has provided him to evaluate cost effective safety measures through traffic signal timing, traffic signal modification plans and safety assessment studies.

Mr. Phillip Fuentes, Senior Signal Systems Specialist, will be responsible for traffic signal maintenance support. He is responsible for monitoring the traffic signal systems of several cities and regularly monitors signal operations and coordination, both at our Traffic Management Center (TMC) and in the field, looking for both hardware and signal timing related problems which he quickly responds to on an as-needed basis. For 33 years he has been responsible for conducting field reviews of hundreds of signalized intersections, including physically opening controller cabinets and pull boxes to assess the condition and functionality of existing equipment. His familiarity with signal maintenance procedures and agency engineering

personnel greatly assists in the implementation, fine-tuning, operation, and monitoring of various traffic signal systems.

Mr. Roland Hizon, Senior Project Engineer, take charge of the optional task of grant preparation and administration. He has 33 years of professional engineering experience covering traffic analysis reports, design and modification of traffic signals and interconnect communications, roadway signing and striping plans, and ITS. He has over ten years of experience providing in-depth professional and administrative assistance in the research, preparation, and administration (including grant close-out reimbursements) of both federal and state grant funds for agency projects. He has completed multiple grant preparation and administration projects involving:

- Strategic Safety Analysis Report Program (SSARP) for Fountain Valley, Redlands and Placentia.
- Highway Safety Improvement Program (HSIP) for Fountain Valley, Redlands and Placentia.
- Metropolitan Transportation Authority (MTA) for San Dimas.
- Active Transportation Plan (ATP) for Carson.
- Regional Traffic Signal Synchronization Program (RTSSP) for Fullerton, La Habra, Brea, Orange, Costa Mesa and Orange County.

Our Organization Chart and Staff Qualifications Table are shown on the following pages, followed by brief descriptions of our support staff. Full resumes are included in the Appendix.

Project Manager
Chalap Sadam, PE, TE
President
Alternate Project Manager
Greg Wong, PE
Vice President
Traffic Studies, Signal Timing Studies, Speed Surveys
Ruben Perales, PE, TE
Vice President
Traffic Control Plan Design
Ignacio Sanchez, PE, TE
Senior Transportation Engineer
PS&E & Traffic Engineering
Jessica Espinoza, EIT
Transportation Engineer I
Grant Funding Preparation/Administration
Roland Hizon
Senior Project Engineer
Traffic Signal Maintenance Support
Phillip Fuentes
Senior Signal Systems Specialist
Support Staff
Elias Sanchez
Associate Engineer II
Jorge Sanchez, EIT
Associate Engineer I
Vannessa Pedroza
Associate Engineer I
Giselle Hernandez
Associate Engineer I
Mando Coronado
Signal Systems Specialist I
Pauline Bingham
Engineering Aide III
Ivan Wang
Engineering Aide I

AGA Team Qualifications

Name	Certification/ Registration	Years of Experience	Years with AGA Team	Education Training	Position	Project Assignment
Chalap Sadam	P.E., Civil #74080 P.E., Traffic #1813	32	29	MS-Civil, 1990 MBA, 2002	President	**Project Manager**
Greg Wong	P.E., Civil #64349	26	23	BS-Civil, 1996	Vice President	**Alternate Project Manager**
Ruben Perales	P.E., Civil #83169 P.E., Traffic #2838	19	17	BS-Civil, 2005	Vice President	**Task Manager:** Traffic Studies, Signal Timing Studies, Speed Surveys
Ignacio Sanchez H.	P.E., Civil #72073 P.E., Traffic #2344	33	17	BS-Civil 1986	Senior Transportation Engineer	**Task Manager:** Traffic Control Plan Design
Jessica Espinoza	E.I.T. #160008	7	7	BS-Civil, 2016	Transportation Engineer I	**Task Manager:** PS&E & Traffic Engineering
Roland Hizon	E.I.T. #XE095497	33	17	BS-Civil, 1982	Senior Project Engineer	**Task Manager:** Grant Funding Preparation/ Adminstration
Phillip Fuentes	C-10 License	33	15	Signal Technician Level 3	Senior Signal Systems Specialist	**Task Manager:** Traffic Signal Maintenance Support
Elias Sanchez		4	4	BS-Mathematics, 2016 MS-Civil, 2020	Associate Engineer II	Support Staff
Jorge Sanchez	E.I.T. #173260	1	1	BS-Civil, 2021	Associate Engineer I	Support Staff
Vannessa Pedroza		1	1	BS-Civil, 2021	Associate Engineer I	Support Staff
Giselle Hernandez		1	1	BS-Civil, 2021	Associate Engineer I	Support Staff
Mando Coronado		14	1	Signal Technician Level 3	Signal Systems Specialist I	Support Staff
Pauline Bingham		18	18	BA-History, 1988	Engineering Aide III	Support Staff
Ivan Wang		4	1	BS-Civil, 2022	Engineering Aide I	Support Staff

Support Staff

Mr. Elias Sanchez, Associate Engineer II, works on a wide variety of projects involving signal design and modifications, fiber communications design, signing and striping, traffic handling plans, street lighting design, implementation of bike lanes, and many field studies including both left-turn and parking studies. He has conducted field topographic surveys and signal equipment inventories required to develop PS&E for improving and updating signal hardware to current standards.

Mr. Jorge Sanchez, E.I.T., Associate Engineer I, assists with preparing base plans and field data collection efforts such as conduit run verifications and taking inventory of existing equipment. He is proficient with AutoCAD design software, Synchro modeling, Crossroads Database analytics, and Microsoft Office.

Ms. Vannessa Pedroza, Associate Engineer I, has completed sight distance analyses for various agencies, conducted field inventories, and has evaluated collision assessments. She is adept with traffic engineering software programs including Synchro, Tru-Traffic, Crossroads database software, Adobe Acrobat, and AutoCAD design software.

Ms. Giselle Hernandez, Associate Engineer I, has developed signal modification designs and conducted traffic collision assessments. She is skilled with traffic engineering software programs including Synchro, Adobe Acrobat, and AutoCAD design software.

Mr. Mando Coronado, Signal Systems Specialist I, provides support with implementation, fine-tuning, operation, and monitoring of signal systems. He helps with routinely monitoring signal operations and coordination – from both our Traffic Management center and in the field – keeping an eye out for both hardware-related and timing-related problems.

Ms. Pauline Bingham, Engineering Aide III has provided support for data gathering and analysis, conducted research and assisted with preparing technical reports. She is familiar with and regularly uses Microsoft Word, PowerPoint, Excel, Adobe Acrobat, Adobe InDesign, as well as Crossroads software.

Mr. Ivan Wang, Engineering Aide I, has provided data analysis for engineering radar speed surveys, Local Roadway Safety Plan projects, and signal synchronization projects. He is proficient with AutoCAD design software, Synchro Signal Timing Software, Crossroads accident analysis software, Microsoft Word, Excel, PowerPoint and Adobe Acrobat.

Hourly Rates

Our rates are all inclusive (i.e., mileage, printing, etc. are included in our rates) and shall remain valid for the term of the contract.

President/Executive Vice President	$	275
Vice President	$	250
Director of Project Development	$	225
Principal Transportation Engineer/Principal Engineer	$	225
Senior Transportation Engineer	$	205
Senior Project Engineer/Project Manager	$	200
Senior Design Engineer/Senior Project Development Manager	$	195
Senior Project Engineer/Advanced System Integrator/Senior Associate	$	185
Transportation Engineer III	$	175
Transportation Engineer II	$	170
Senior System Integrator	$	165
Transportation Engineer I	$	165
Senior Signal Systems Specialist/Construction Inspector	$	165
Design Engineer/Signal Systems Specialist III	$	150
Associate Transportation Engineer III	$	140
Associate Transportation Engineer II/ Signal System Specialist II	$	135
Signal System Specialist I/Project Coordinator	$	125
Associate Transportation Engineer I	$	120
Associate Engineer III	$	115
Associate Engineer II/CADD Operator	$	110
Associate Engineer I	$	100
Assistant Engineer/Assistant Project Coordinator	$	100
Transportation Engineering Assistant	$	90
Engineering Aide III	$	80
Traffic Enumerator/Engineering Aide II	$	65
Engineering Aide I	$	50
Council/Commission Meetings, Hearings, etc. (Billing Rate + $50 Surcharge)	$	1,000

Subconsultants will be billed at cost plus 20%

APPENDIX

Resumes of AGA Team Members

Chalap K. Sadam, PE, TE

President

Mr. Sadam is the President of AGA Engineers, Inc., having founded the company in 2020. He provides the team with an extensive educational background in Civil, Traffic, and Transportation Engineering, as well as a Master's degree in Business Administration. *"Do the right thing—provide value to the client—be passionate about projects"* are standards which guide his business and project decisions.

He is well-known for his studies involving Regional Traffic Signal Synchronization Programs, working to promote multijurisdictional cooperation between State (Caltrans), county, and city entities to synchronize traffic signals for multiple major corridors in Orange County, Los Angeles County, and the San Bernardino Valley. Mr. Sadam is a recognized expert of traffic signal communications, Intelligent Transportation Systems, Traffic Management Centers, centralized traffic signal systems, and video management systems. He has also conducted traffic studies, feasibility studies, safety studies, Major Investment Studies, long-term roadway improvement studies, and transportation-related Master Plan studies for countless cities and counties throughout Southern California.

Education
University of Southern California
Master of Business Administration, 2002

Virginia Polytechnic Institute
and State University
Master of Science, Civil Engineering
(Transportation), 1990

Jawaharlal Nehru Technological University
Bachelor of Engineer, Civil Engineering, 1988

Professional Registrations
CA Registered Civil Engineer – CE #74080
CA Registered Traffic Engineer – TE #1813

Professional Associations
American Society of Civil Engineers
Institute of Transportation Engineers
Intelligent Transportation System Council
Transportation Planning Council
Orange County Traffic Engineers Council

In addition to Mr. Sadam's expertise and technical acumen, our clients appreciate his commitment to establish the most effective and interactive systems possible for both large and small projects. Whether facilitating award-winning, multi-million-dollar, multi-jurisdictional transportation communications projects, or applying his expertise to single intersection traffic operations, he stands out as a meticulous, innovative planner/designer, and an outstanding leader of the AGA team.

Prior to founding AGA Engineers, Inc., Mr. Sadam started his career in 1990 as a Transportation Engineer with Mohle, Grover & Associates. In 1993 he joined Albert Grover & Associates, as a Senior Transportation Engineer and founding member of the company. In 2002, he began serving as Vice President of the firm, focusing on business development, client management, team leadership, and project management.

Relevant Experience

Orange County Traffic Signal Coordination Program, OCTA—Mr. Sadam was Assistant Project Manager for development of a master plan to improve Orange County's arterial signal progression. The study included 34 cities, the County, and Caltrans District 12. Many of the multijurisdictional traffic signal timing projects that have been completed or are underway now are a direct result of the recommendations in the master plan.

Project P Regional Traffic Signal Synchronization Program Projects—Mr. Sadam served as Project Manager and supervised tasks including coordination between agencies, field reviews, design plans, signal coordination timing, and monitoring traffic flow. The corridors included Orangethorpe Avenue-Esperanza Road, Gilbert Street-Idaho Street, Imperial Highway, and Malvern Avenue-Chapman Avenue.

Traffic Signal Synchronization in Huntington Beach, Fountain Valley, Westminster, Garden Grove, and Seal Beach—As Project Manager, Mr. Sadam has extensive experience successfully managing and delivering grant funded multi-agency

traffic signal synchronization projects. These particular projects included 260 signals on 22 crossing arterials.

Various Safety Studies

- Systemic Safety Analysis Report Program for the Cities of Fountain Valley, Placentia and Redlands.
- Office of Traffic Safety funded citywide safety improvements for the cities of La Habra, Montclair, Palm Springs, Downey and Inglewood.
- Highway Safety Improvement Project (HSIP) grant applications, and design/implementation of multiple State funded projects. Assisted multiple agencies in successful re-imbursements of local, State and Federal funds.

On-Call Projects—As Project Manager, Mr. Sadam supervised tasks including preparation and review of plans, reports, and studies, attending meetings and giving presentation, City staff support, and responding to resident concerns. He provided project management and engineering support for the Cities of La Habra, Costa Mesa, Lake Forest, Buena Park, and Fullerton.

Gold Line Metro Extension, San Dimas—Mr. Sadam reviewed the traffic reports, improvement plans, detour plans, and provided recommendations to the City.

Citywide Traffic Analysis, Torrance—As Project Manager, Mr. Sadam supervised the review of the traffic signal infrastructure, reviewed documentation of the existing traffic conditions, helped determine the future traffic conditions, and supervised the citywide traffic study.

I-405 Freeway (SR-73 to I-605) Major Investment Study, Project Study Report/Project Development Support (PSR/PDS) and Project Approval/Environmental Document (PA/ED) for Orange County—Mr. Sadam was Project Manager for the evaluation of arterial related issues on this multijurisdictional project to improve arterial mobility. Under his direction, plans were completed with significant attention to detail. Those plans were subsequently used to implement the freeway widening and interchange improvements.

Euclid Street Signal Synchronization Demonstration Project, OCTA—Mr. Sadam led the AGA team on this pilot project to improve traffic flow operations along the 15-mile corridor of Euclid Street by coordinating 66 traffic signals to enhance arterial roadway capacity via traffic signal synchronization. It was subsequently used as a basis for future projects.

Developer Fee Program Nexus Study Report, Montclair—Mr. Sadam directed our team with reviewing and updating the City's developer fee program to be consistent with the latest approved regional transportation mitigation project list.

Citywide Protected/Permissive Left-Turn Phasing Study, Lake Forest— As Project Manager Mr. Sadam supervised the analysis of existing traffic signal citywide to determine if converting to protected/permissive left-turn phasing was feasible and appropriate.

San Bernardino Valley Coordinated Traffic Signal System Plan Tier 1 & 2, SBCTA—Mr. Sadam was project manager of this federally funded, valley-wide project. The first two tiers involved interconnect and coordination of 652 signalized intersections on about 150 miles of arterial highway.

AGA Engineers, Inc.

Greg Wong, PE

Vice President

Mr. Wong has over 25 years of experience and completed numerous projects that involve state, local, and private agencies — including Traffic Signal Synchronization Program (TSSP) projects, street and highway improvement projects, local city projects, and private development projects. His duties included preparing traffic signal coordination timing plans, traffic signal design, traffic impact studies and analyses, design and implementation projects, and parking circulation analyses. He has extensive experience in a variety of transportation planning and traffic engineering software, such as Synchro, Tru-Traffic and Highway Capacity Software (HCS); additionally, he is experienced in the operational use of AutoCAD, Microstation, as well as Microsoft and Adobe Creative Suite applications.

Education
University of California, Irvine
Bachelor of Science, Civil Engineering, 1996

Westech College
Certified Geographical Information Systems, 1997

Professional Registrations
CA Registered Civil Engineer – CE #64349

Professional Associations
Institute of Transportation Engineers
Orange County Traffic Engineers Council

He has been instrumental in developing transportation safety studies, sight distance analyses, traffic signal and stop sign warrant analyses, capacity and level of service analysis, and environmental impact report review and analysis. He performs reviews for project development traffic signals and site plans, conducts traffic studies, and assesses traffic impact fees. As a skilled traffic signal designer, he provides workable improvements to traffic systems and operations and is well-versed in city, state, and federal standards and regulations. Mr. Wong is well versed in evaluating the components of the traffic signal design such as the traffic signal standards, vehicle detection, pedestrian accessibility and providing solutions for a more cost efficient and feasible traffic signal improvement.

Development, implementation, and fine-tuning of coordination timing plans are also all under Mr. Wong's purview. He has developed hundreds of signal timing plans throughout Orange, Los Angeles, Riverside and San Bernardino Counties, including plans for almost every city in Orange County under the OCTA traffic synchronization program. He was also responsible for preparing and implementing traffic signal timing (local signal timing and coordination signal timing) for approximately 650 intersections for the San Bernardino Valley Coordinated Traffic Signal System Project, a valley-wide signal coordination project covering about 150 miles of arterial highway. He has extensively worked on the signal timing coordination plans that involved both Model 170/2070 systems (McCain Quicnet), 2070 ATC/Type 90 systems (McCain Transparity, Q-Free/Intelight MaxView, Econolite Centracs and Siemens Actra/Tactics). He also has worked closely with Caltrans on both Type 170 C-8 and 2070 Traffic Signal Control Program (TSCP) local controller programs.

Mr. Wong previously worked at Albert Grover & Associates solving various traffic engineering problems throughout Southern California. Early in his career, Mr. Wong worked for the City of Los Angeles Department of Transportation, where his duties were to divert and control the flow of cut-through traffic from residential areas to arterials and monitor the "Safe Routes to School" program. He also worked for the County of Los Angeles Public Works Department, where he prepared and reviewed traffic signal coordination timing plans, traffic signal modification plans, striping and marking layouts, maps utilizing GIS, and left-turn studies.

Relevant Experience

OCTA, Orange County Traffic Signal Coordination Program—Mr. Wong was instrumental in this project to improve Orange County arterial signal progression, providing signal timing and coordination for over 60 arterials, and involving interjurisdictional coordination of 34 cities, the County and Caltrans District 12. Many of the multijurisdictional traffic signal timing projects that have been completed or are underway now in Orange County are a direct result of

recommendations of the master plan provided by AGA. Some of the Regional Traffic Signal Synchronization Program (RTSSP) projects include:

- Alicia Parkway RTSSP (40 Traffic Signals) – Participating agencies include Cities of Mission Viejo, Laguna Hills, Aliso Viejo, Laguna Niguel and Caltrans.
- Imperial Highway RTSSP (46 Traffic Signals) – Participating agencies include Cities of La Habra, Fullerton, Brea, Placentia, Yorba Linda and Caltrans.
- Malvern Avenue/Chapman Avenue RTSSP (40 Traffic Signals) – Participating agencies include Cities of Buena Park, Fullerton, Placentia and Caltrans.
- Antonio Parkway RTSSP (25 Traffic Signals) – Participating agencies include Cities of Rancho Santa Margarita, County of Orange and Caltrans.
- Irvine Center Drive/Edinger Avenue RTSSP (38 Traffic Signals) – Participating agencies include Cities of Irvine and Tustin and Caltrans.
- Orangethorpe Avenue/Esperanza Road RTSSP (57 Traffic Signals) – Participating agencies include Cities of Buena Park, Fullerton, Anaheim, Placentia and Caltrans.

Los Angeles County Traffic Signal Synchronization Projects (TSSP)—Mr. Wong analyzed, provided recommendations and designs for upgrading traffic signals on nine (9) corridor projects that included 160 intersections, as well as providing multijurisdictional signal timing and coordination of signals. The TSSP corridor projects include upgrading traffic signals to the latest CA MUTCD guidelines, Caltrans standards, ADA requirements and recently upgrading the vehicle detection to the new hybrid radar/video detection at many of the study intersections.

On-Call Traffic Engineering Support, Cities of La Habra, San Dimas and Fullerton—As contact person, Mr. Wong reviewed proposed development site and circulation plans, traffic signal plans, and traffic impact studies; he responds to resident concerns regarding parking, red curb/sight distance requests, school traffic, day-to-day traffic signal monitoring and operations. He currently is a member of La Habra's Traffic Committee.

Metro Gold Line Foothill Construction Authority—Mr. Wong worked with the Gold Line Foothill Construction team on temporary signal timing plans for the Metro Gold Line construction detour plans. The tasks involved review of various proposed detour plans, updating local signal timings (per agency request) and the development of the temporary signal timing plans.

City of Montclair—Mr. Wong help develop the local signal timings and coordination signal timing plans for 17 intersections along Central Avenue in the City of Montclair. The signal timings were implemented and fine-tuned.

City of Indio Signal Timing Project—Mr. Wong help develop the local signal timings and coordination signal timing plans for 31 intersections along Jackson Street, Monroe Street and Highway 111 in the City of Indio. The signal timings were implemented and fine-tuned. Prepared bicycle timing and vehicle timing for the intersections along Highway 111.

City of Chino – Mr. Wong help develop the local signal timings and coordination signal timing plans for 30 intersections, 12 intersections along Edison Avenue and 18 intersections along Central Avenue in the City of Chino. Four of the 30 study intersections are Caltrans interchange signals. The signal timings were implemented and fine-tuned.

OCTA Euclid Street Signal Synchronization Demonstration Project—Mr. Wong provided timing and signal coordination for this project to improve traffic flow operations along the interjurisdictional 15-mile corridor of Euclid Street in Orange County from Imperial Highway to I-405 Freeway—coordinating 66 traffic signals and enhancing arterial roadway capacity via traffic signal synchronization. The project also was a template to identify appropriate procedures and techniques for improving and optimizing traffic carrying capacity of arterial roadways.

Ruben Perales, PE, TE

Vice President

Mr. Perales regularly performs a wide variety of traffic engineering tasks and provides leadership on many projects. Whether he is coordinating large interjurisdictional projects, which include working with Caltrans and multiple cities or counties, or patiently mentoring junior AGA staff, he is known for his ability to see through complex problems, promote positive working relationships, and provide clarity for successful projects.

He manages traffic signal design/modification projects and prepares plans for fiber optic and wireless communication, designs traffic management centers, develops CCTV and video detection systems, develops traffic detour plans, and conducts plan checking. He designs communications systems, interconnect and conceptual improvement plans, develops signal coordination plans, and creates both signing/striping plans and street lighting plans. He conducts the field topographic surveys required to design plans for improving intersection safety. He also competently updates signal hardware to current standards.

Education
California State Polytechnic University, Pomona
Bachelor of Science, Civil Engineering, 2005

Professional Registrations
CA Registered Civil Engineer – CE #83169

CA Registered Traffic Engineer – TE #2838

Professional Associations
American Society of Civil Engineers
Institute of Transportation Engineers
Orange County Traffic Engineers Council

He conducts intersection level of service analyses to identify the geometric improvements needed to achieve acceptable traffic flow and prepares geometric conceptual plans to illustrate the required improvements and their impacts to adjacent properties, he analyzes accidents and prepares studies, and manages citywide speed surveys. He is a skilled user of multiple traffic engineering software programs including AutoCAD, MicroStation, Crossroads, and Synchro.

Mr. Perales was a team member of Albert Grover & Associates when it transitioned to AGA Engineers. Previously, he worked for the City of Upland in the Traffic Division preparing street improvement, striping and traffic control plans, initiating work orders for removal and installation of traffic signs, preparing striping modification plans, and retrieving accident reports and collision diagrams utilizing the Crossroads software program. He did field work including setting up traffic counters and compiling the count data. He calculated traffic volumes, conducted traffic signal warrant analyses, and interfaced with the public.

Relevant Experience

Traffic Light Synchronization Programs, OCTA—Mr. Perales provided plans for intersection equipment upgrades to enhance communication and provide signal timing and coordination for projects involving cooperation with multiple municipalities, the County of Orange, and Caltrans District 12. He provided fiber optic plans, specifications and estimates, Caltrans controller upgrades and a fiber integration to the Caltrans TMC. He applied for Caltrans Encroachment Permits and procured the required equipment (controllers, GPS units, traffic signal cabinets, service cabinets, etc.) from both vendors and from Caltrans. The corridors included:

- Chapman Avenue (through the Cities of Garden Grove and Orange)
- Orangethorpe Avenue (through the Cities of La Palma, Buena Park, Fullerton, Anaheim and Placentia)

Traffic Signal Synchronization Implementation Projects, OCTA —As task leader, Mr. Perales provided implementation and monitoring of signals along Harbor Boulevard, Chapman Avenue, and State College Boulevard. Additionally, he developed traffic signal interconnect plans for the City of Costa Mesa on the Harbor corridor—a project which included fiber optic cable installation and integration of fiber related equipment.

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211 Imperial Hwy, Ste 208, Fullerton, CA 92835
(714) 992-4592 email: aga@agaengineersinc.com

Bus Rapid Transit Project, OCTA—Mr. Perales provided signal timing and coordination of 157 signals on three arterials (Harbor Boulevard, Chapman Avenue, and State College Boulevard) in seven cities.

Traffic Signal Synchronization Projects, Los Angeles County—For this multijurisdictional project, Mr. Perales developed plans for traffic signal modifications along Artesia Boulevard, Wilmington Avenue, Studebaker Road, and Vincent Avenue-Glendora Avenue-Hacienda Boulevard.

Signal Synchronization Project, City of Buena Park—Mr. Perales provided a field inventory of existing signal and controller cabinet equipment along Valley View Street, Knott Avenue and La Palma Avenue. He coordinated with Caltrans District 12 for installation of GPS time source receiver units and made an application for a Caltrans Encroachment Permit.

Signal Synchronization, City of Placentia—Mr. Perales provided a traffic signal cabinet inventory to identify equipment required to provide upgrades on the Rose Drive corridor. He also led our team in preparing a Citywide Traffic Signal System Map to identify existing signal interconnect, traffic signal cabinets, and controller types.

Traffic Signal System Master Plan, Cities of Costa Mesa and Rancho Cucamonga—Mr. Perales led our team in detailing existing infrastructure and future infrastructure requirements for several corridors throughout these cities in anticipation of local grant funding.

Traffic Signal Plans, Signing and Striping Plans, Street Lighting Plans—Mr. Perales has provided plans for cities throughout the Southland, including the cities of Calimesa, Carson, Fullerton, Indio, Redondo Beach, and Victorville.

Citywide Improvements, City of Seal Beach—Mr. Perales provided plans for traffic signal modifications, intersection equipment upgrades, and signal interconnect plans along Seal Beach Boulevard. He also coordinated with Caltrans District 12 to install GPS time source units at three Caltrans intersections using Caltrans Encroachment Permits.

Citywide Traffic Engineering, Speed Surveys, Speed Zone Maps and Traffic Volume Maps—Mr. Perales has provided these services for innumerable cities, including Garden Grove, Burbank, Laguna Niguel, and Santa Ana.

Level of Service Analyses and Geometric Conceptual Plans, City of Huntington Beach—Mr. Perales conducted analyses to identify geometric required improvements and their impact to adjacent properties.

Major Corridor and Freeway Interchange Conceptual Improvement Plans, City of Indio—Mr. Perales completed conceptual plans, traffic signal, street lighting and signal interconnect plans throughout major corridors along Interstate 10 and Highway 111, as well as for new shopping centers. He also provided plans for flashing yellow arrow conversions on major City routes.

Ignacio Sanchez H, PE, TE

Senior Transportation Engineer

Mr. Sanchez has designed and/or modified hundreds of traffic signals, designed hundreds of miles of communications systems, and has prepared many signing and striping plans for municipalities throughout Southern California. He is the Engineer-of-Record for the preparation of plans, specifications and estimates (PS&E) for traffic signals, street improvements, communications systems, and signing and striping plans.

He provides important assistance in the field including inspection, generating change directives and change orders on behalf of City clients, coordinating with Caltrans and Southern California Edison, reviewing/approving equipment quantities during construction for progress payments, and preparing as-built plans.

He is also responsible for ensuring compliance with all current regulations and standards, such as California Vehicle Code (CVC) Section 21400, the most recent California Manual on Uniform Traffic Control Devices (CA MUTCD), Caltrans Highway Design Manual, Caltrans Standard Plans and Standard Specifications, Standard Specifications and Standard Plans for Public Works Construction (Green Book), Americans with Disabilities Act (ADA) compliance requirements, etc.

Education
Universidad de Guadalajara
Bachelor of Science, Civil Engineering, 1986

Fullerton College
Computer-aided Design, AutoCAD and Customization, 1988, 1989

Environmental Systems Research Institute (ESRI)
Geographic Information Systems, 1994

Professional Registrations
CA Registered Civil Engineer – CE #72073

CA Registered Traffic Engineer – TE #2344

Mexico Registered Civil Engineer – Cédula Profesional #3806180

Professional Associations
Institute of Transportation Engineers

Mr. Sanchez was a team member of Albert Grover & Associates when it transitioned to AGA Engineers. Prior to that he worked for Mohle, Grover & Associates, Hank Mohle & Associates, and Rick Engineering, where he coordinated projects between Caltrans and many Southern California government agencies, was responsible for development of traffic signal and signing & striping design plans, specifications & estimates, signal timing coordination, plan checking for Capital Improvement Projects (CIP), and development of traffic control plans.

Relevant Experience

Regional Traffic Signal Synchronization Projects:

- **Malvern Avenue/Chapman Avenue RTSSP Project:** Engineer of Record, managing the design and preparation of plans, specifications and estimates, bid assistance, for the corridor through the Cities of Buena Park, Fullerton, and Placentia (2018). The project involved fiber-optic communications, CCTV surveillance systems, and traffic signal upgrades.
- **Gilbert Street/Idaho Street RTSSP Project:** Engineer of Record, managing the design and preparation of plans, specifications and estimates, Bid assistance, for the corridor through the Cities of Fullerton and La Habra (2020). The project involved fiber-optic communications, CCTV surveillance systems, and traffic signal upgrades.
- **Imperial Highway (SR-90) RTSSP Project:** Engineer of Record, managing the design and preparation of plans, specifications and estimates, development of traffic handling plans to be used in Caltrans Right-of-way, bid assistance, construction support and inspection, along the corridor through the Cities of La Habra, Fullerton, Brea,

Placentia, and Yorba Linda (2021). The project involved fiber-optic communications, CCTV surveillance systems, traffic signal upgrades, and Traffic Management Center improvements in the City of La Habra.

HSIP Federal Funded Projects:

- **HSIP Cycle 8 Left Turn Phasing at Four Intersections - HSIPL-5205 (026):** Engineer of Record, managing the design and preparation of plans, specifications and estimates, assisting the City of Rialto on the preparation and submittal to Caltrans District 8 of the Local Assistance Procedures Manual (LAPM) Exhibits and of the E-76 Construction forms, bid assistance, and construction support, in the City of Rialto (under construction 2021). The project included traffic signal modifications and upgrades.
- **Stewart & Gray Road Fiber-Optic Traffic Signal Communications and Upgrades – HSIPL – 5334 (062):** Engineer of Record, managing the design and preparation of plans, specifications and estimates, assisting the City of Downey on the preparation and submittal to Caltrans District 7 of the Local Assistance Procedures Manual (LAPM) Exhibits and of the E-76 Construction forms, and bid assistance, in the City of Downey (under construction 2021). The project included fiber-optic communications and traffic signal upgrades.
- **Traffic Signal Modification Improvements for Eight (8) Intersections – HSIPL – 5341 (033):** Engineer of Record, managing the design and preparation of plans, specifications and estimates, assisting the City of Fountain Valley on the preparation and submittal to Caltrans District 12 of the Local Assistance Procedures Manual (LAPM) Exhibits and of the E-76 Construction forms, in the City of Fountain Valley (under CALTRANS review 2021). The project included traffic signal modifications and upgrades.

CIP Projects:

- **Central Avenue Rehab:** Engineer of Record, managing the design and preparation of plans, specifications and estimates, bid assistance, construction support and inspection, along Central Avenue from Phillips Boulevard to Costco Drive, in the City of Montclair (2020). The project included fiber-optic communications, traffic signal modifications, and signing and striping plans.
- **Traffic Signal Modification Plan at the Intersection of Holt Boulevard and Amherst Avenue:** Engineer of Record, managing the design and preparation of plans, specifications and estimates, bid assistance, construction support and inspection, in the City of Montclair (2020).
- **Installation of a Traffic Signal at Pepper Avenue and Winchester Drive:** Engineer of Record, managing the design and preparation of plans, specifications and estimates, and bid assistance, in the City of Rialto (2020).
- **Fieldhouse and Community Center Fiber Optic Communications Design:** Engineer of Record, managing the design and preparation of plans, specifications and estimates, in the City of Yorba Linda (2021).
- **Traffic Control Plan for the "Russ Miller 5K Run Route" City Event in the City of Chino (2021):**
  Developed and prepared traffic control plans for the "Russ Miller Memorial 5K Run and Community Walk 2021". Participants begin the route at City Hall on Chino Avenue, headed east to Central Avenue, continued south on Central Avenue, turned east onto Schaefer Avenue, headed north on Magnolia Avenue, and finally turned west onto Chino Avenue and finished back at City Hall.

Jessica Espinoza, EIT

Transportation Engineer I

Ms. Espinoza participates in a wide variety of transportation engineering functions and has worked with government agencies throughout Southern California. Her duties include signal designs for both new and modified traffic signals, fiber communications design, signing and striping, street lighting, and implementation of both bike lanes and traffic control. She also contributes to the preparation of plans, specifications and estimates.

Education
California State University, Fullerton
Bachelor of Science, Civil Engineering, 2016

Professional Registrations
CA Registered Engineer-in-Training – EIT #160008

Professional Associations
Institute of Transportation Engineers
American Society of Civil Engineers
Orange County Traffic Engineers Council

She conducts sight distance analyses and traffic signal warrants, along with other field studies such as crossing guard studies, traffic impact studies, and traffic operations analyses. She also conducts topographic surveys in the field which are required to develop design plans for improving intersection safety and updating signal hardware to current standards. She is experienced with traffic engineering software including AutoCAD and MicroStation.

Ms. Espinoza was a team member at Albert Grover & Associates when the company transitioned to AGA Engineers. Prior to that, she worked as Engineering Intern for the City of Santa Ana where she conducted field surveys for signing and striping plans, worked on traffic signal designs, and was involved the implementation of bike lanes. She also prepared and reviewed traffic control plans, and prepared quantity calculations for contract bid items.

Relevant Experience

Fiber Optic Communications Design, City of Yorba Linda—Ms. Espinoza is currently working on this ongoing project supporting the design process including conducting field reviews of the project corridor, designing fiber optic communications plans, and preparing specifications and cost estimates.

HSIP Cycle 9 Traffic Signal Modification Improvements, City of Fountain Valley—Ms. Espinoza is currently working on this ongoing project preparing the Authorization-to-Proceed (E-76) package. She conducted topographic surveys to verify the existing conditions of traffic signals, designed traffic signal modifications, and prepared project specifications and cost estimates.

Newport Coast Signal Modifications, Newport Beach— Ms. Espinoza is currently working on this ongoing project conducting topographic surveys to verify existing conditions of project intersections. She is also assisting with the development of base plans.

Regional Traffic Signal Synchronization Program Project, Lake Forest Drive—Ms. Espinoza is currently working on this ongoing project preparing the base plans and assisting with the final signal design. She also helped conduct topographic surveys of the project intersections.

Traffic Signal Modification for Talbert Ave at Bushard St, City of Fountain Valley—Ms. Espinoza is currently working on this ongoing project preparing a signal design modification plan and cost estimate for this intersection. She also conducted a topographic survey to verify existing conditions.

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(714) 992-4592 email: aga@agaengineersinc.com

Regional Traffic Signal Synchronization Program Project, City of Fullerton—Ms. Espinoza supports the design process for corridor projects including traffic signal design and fiber optic communications. She helps prepare specifications and cost estimates, and Caltrans encroachment permits.

- Orangethorpe Avenue/Esperanza Road
- Malvern Avenue/Chapman Avenue
- Gilbert Street/Idaho Street

Imperial Highway/SR-90 Regional Traffic Signal Synchronization Program Project, City of La Habra—Ms. Espinoza supported the design process including conducting field reviews, preparing traffic signal modification plans, and developing project specifications. She also assisted with the collision study.

Murdy Park Fiber Optic Design, City of Huntington Beach—Ms. Espinoza helped with the preparation of fiber optic communication plans.

Bonita Avenue Signal Synchronization Project, City of San Dimas—Ms. Espinoza conducted topographic surveys to verify the existing conditions of the traffic signals, designed traffic signal modifications and fiber optic communications plans, and prepared specifications and cost estimates. She also provided support during the bid and construction phases.

Central Avenue Rehab Project, City of Montclair—Ms. Espinoza assisted with the design process including conducting field reviews of the project intersections, designed full plans for signing and striping, traffic signal modifications, and fiber optic communications. She also prepared specifications and cost estimates and provided support during the bid and construction phases.

Stewart & Gray Road Fiber Optic Traffic Signal Communications and Upgrades HSIP, City of Downey—Ms. Espinoza helped with the preparation of cost estimates and the preparation of the Authorization-to-Proceed (E-76) package.

Regional Traffic Signal Synchronization Program Project, Alicia Parkway—Ms. Espinoza supported the design process, including development of traffic signal modifications, fiber communication design plans and preparation of cost estimates.

Glenoaks Boulevard Arterial and First Street Signal Improvement Project, City of Burbank—Ms. Espinoza assisted with development of traffic signal plans at various intersections along Glenoaks Boulevard. She also assisted with field reviews of the project intersections, prepared base plans, assisted with the final traffic signal design, and prepared cost estimates.

Roland P. Hizon, EIT

Senior Project Engineer

Mr. Hizon provides valuable insights on every level of the work we produce. He has assisted governmental agencies in securing federal and state-funded grants, including CTFP, SSARP and HSIP. He was lead engineer for OCTA's Project P Regional Traffic Signal Synchronization Program (RTSSP) and was responsible for several OCTA CTFP funding applications for synchronizing traffic signals along some of the major Orange County Priority Corridors. He knows what it takes to complete projects and fully comprehends the regulatory expectations of the funding agencies. He ensures the documentation is prepared appropriately, giving municipal clients the surest pathway for approvals and reimbursements.

Education
University of the Philippines, Diliman, Q.C.
Bachelor of Science, Civil Engineering, 1982

Professional Registrations
CA Registered Engineer-in-Training – EIT #XE095497

Professional Associations
Institute of Transportation Engineers
Orange County Traffic Engineers Council

His design activities include traffic signing and striping, signal design/modification and signal interconnect projects for several California cities. He has developed conceptual roadway signing/striping and signal installations for major developers. He also provides invaluable assistance in the event of an audit. His efforts also include quality assurance/quality control (QA/QC) objective review of all work products.

Mr. Hizon was a team member of Albert Grover & Associates when it transitioned to AGA Engineers. He provided design engineering and project management assistance on various projects. He was involved in all phases of SBCTA's (formerly SANBAG) Coordinated Traffic Signal System – Tiers 1 and 2, which focused on interjurisdictional traffic signal coordination throughout the San Bernardino Valley. His tasks included field design, signal synchronization, and central system implementation. With part of the project being federally funded, he was also involved in ensuring federal guidelines were met in the implementation of the project, which included keeping accurate and appropriate documentation for this extremely large and complex project which involved over 650 signalized intersections controlled operated by 16 separate governmental agencies.

Prior to that, Mr. Hizon worked for Meyer Mohaddes Associates/Iteris providing professional engineering services including plans, specifications and estimates, preparing fiber optic communications systems, traffic signals and interconnect, and assisting with transportation planning projects. During his time at Kimley-Horn & Associates he was lead engineer on the Harbor Boulevard Smart Street Project and task leader for the Arroyo Verdugo Traffic Forum which developed ITS strategies for the region. At DKS Associates, he developed Early Deployment Plans for the Cities of Hartford, Connecticut, Indianapolis, Indiana, and Las Vegas, Nevada. In addition, he was responsible for designing fiber optic communication, VSAT communications systems, CCTV, ramp metering systems, highway advisory radios, traffic monitoring systems, and traffic operation system elements on over 150 miles of major Los Angeles freeways including Interstates 405 and 5, and State Routes 710 and 101.

Relevant Experience

OCTA Local Signal Synchronization Plan—Mr. Hizon was responsible for the periodic updates for the Cities of Fullerton, La Habra, Seal Beach and Orange. The three-year update is a requisite for all cities to maintain eligibility for Measure M2 grant funding. Key elements of the update include the City's traffic signal synchronization goals, traffic signal synchronization routes, traffic signal equipment inventory, a three-year capital, operations and maintenance plan, and signal synchronization timing review, revision and assessments.

SSARP and HSIP Grant Projects—Mr. Hizon was project lead on the Systemic Safety Analysis Report Program (SSARP)

projects for the Cities of Fountain Valley, Placentia and Redlands. He conducted collision analyses, identified roadway safety issues, and developed systemic, low-cost safety improvement programs. He assisted the cities with applying and securing implementation funding from the Highway Safety Improvement Program (HSIP). The City of Fountain Valley was awarded $1.89 Million, Placentia was awarded $1.2 Million and Redlands was awarded $250,000 to implement their safety improvement programs. Mr. Hizon is currently part of the project design team for the Fountain Valley HSIP project implementation.

OCTA Comprehensive Transportation Funding Program Call for Projects Grant Assistance—Mr. Hizon provides technical assistance to various agencies with submitting funding applications and securing grant funding for the Project P Regional Traffic Signal Synchronization Program (RTSSP). The City of Fullerton was awarded $15.87 Million for ten corridors including Euclid Street, Bastanchury Road, Commonwealth Avenue, Malvern Avenue-Chapman Avenue and Orangethorpe Avenue-Esperanza Road. The City of La Habra secured over $7 Million for various corridors including Lambert Road, La Habra Boulevard-Central Avenue and Imperial Highway-SR-90. The City of Garden Grove was awarded $2.7 Million for Garden Grove Boulevard and the City of Placentia secured $3 Million for the Kraemer Boulevard-Glassell Street-Grand Avenue corridor.

OCTA Project P Regional Traffic Signal Synchronization Program Project Administration—Mr. Hizon was the project engineer responsible for the signal synchronization designs of multiple corridor-wide traffic signals for various Orange County corridors: Euclid Street, Bastanchury Road, Lambert Road, Malvern Avenue-Chapman Avenue, Orangethorpe Boulevard-Esperanza Road, Bolsa Avenue-First Street, and Commonwealth Avenue, among others. He was also in charge of the day-to-day administration of the project including project correspondence, construction bid assistance, schedule adherence, OCTA/lead agency coordination, and monthly invoicing/status reports. In addition, He assisted the lead agencies in completing the project documentation for the full project expense reimbursement from OCTA.

Citywide Engineering and Traffic Surveys—Mr. Hizon was lead engineer in charge of updating engineering speed surveys for various agencies including the Cities of Garden Grove, Laguna Niguel, Seal Beach, Gardena, and Burbank. His tasks included overseeing the speed survey data collection, analysis of survey data to determine the 85th percentile speed, accident analysis for the roadway segments, determining the recommended roadway segment speed, and developing the final report.

Traffic Impact Analyses for various developers—Mr. Hizon conducted traffic impact analyses for various private developers in Southern California. Tasks typically included coordinating with the respective agency for their traffic impact analysis/study guidelines to be followed for each study. The studies involved analyses for trip generation, project trip distribution, and ambient traffic growth. Level-of-service analyses and mitigation measures were also analyzed for future conditions as required by the respective City's guidelines.

Ontario Transportation Management Center Design—Mr. Hizon was responsible for the design, upgrade and installation of equipment hardware and software at the City's Traffic Management Center. The project included restoring communications to the City's traffic signals and integrating them into the current traffic signal central system.

Phillip Fuentes

Senior Signal Systems Specialist

Mr. Fuentes brings his invaluable experiences to AGA with technical skills and understanding that include everything from installing detector loops and conducting preventative maintenance to installing traffic signal equipment (i.e., signal traffic poles, intersection cabinets, Opticom, controllers). He routinely monitors signal operations and coordination – from both our Traffic Management Center and in the field, and regularly troubleshoots traffic signal and timing issues looking for both hardware-related and timing-related problems.

Education
Signal Technician
IMSA Level III Training

Signal Technician
IMSA Level III Training and Safety

Professional Registrations
Certified General Electrician
(DIR-NEC) No. 1219960

Contractor's State License
C-10 Electrical #1057359

He provides both onsite and remote support, administration, repair, hardware implementation and product maintenance for AGA clients throughout the Inland Empire, Orange County and Los Angeles County and quickly responds to municipal clients on an as-needed basis. He provides citywide assessments and inventories of infrastructure and communications and assists in overseeing the construction of signal and roadway improvement projects. Mr. Fuentes' experience in the field means that projects have superior support with implementation, fine-tuning, operation, and monitoring of a wide variety of signal systems. He is highly proficient in all types of communications systems, including QuicNet, CTNET, Actra and Aries software, making him an extremely valuable member of the AGA team and a welcome support to our municipal clients.

Mr. Fuentes was a team member of Albert Grover & Associates when it transitioned to AGA Engineers. Before joining Albert Grover, his previous experience included working with Computer Service Co. and Team Econolite. At both companies he supervised and trained signal technicians in all phases of troubleshooting, maintenance, repairs and record keeping for thousands of traffic signal installations. He was also responsible for coordination between company personnel and City maintenance and engineering forces.

Relevant Experience

Daily Traffic Signal Monitoring – Various Municipal Clients
Mr. Fuentes regularly observes the operation of intersections and fine-tunes signal timing in the Cities of La Habra, Loma Linda, Highland, Montclair, and the San Bernardino County Cedar Avenue Signal System.

Regional Traffic Signal Synchronization Programs
Mr. Fuentes assisted with the preparation and implementation of improvements and timing for a variety of corridor projects. He was instrumental in providing detailed field inventories, preparing local timing (including pedestrian and bicycle), and implementing, fine-tuning and monitoring the signal operation for these projects.

- Orange County Transportation Authority (OCTA) – several corridors throughout Orange County
- City of Downey HSIP Stewart & Gray Road Fiber-Optic Traffic Signal Communications and Upgrades Project
- City of Huntington Beach HSIP – Goldenwest Street/Heil Avenue, Newland Street/Slater Avenue, and Newland Street/Ellis Avenue
- City of Indio – Jackson Street, Monroe Street, and Highway 111
- City of Rialto HSIP Cycle-8 Protected Left-Turn Signal Phasing

San Bernardino Valley Traffic Signal Project Tiers 1 & 2 – San Bernardino County Transportation Authority
Mr. Fuentes' participation in this multijurisdictional project included the installation and maintenance of central traffic systems throughout the San Bernardino Valley.

AGA Engineers, Inc.

Elias Sanchez

Associate Engineer II

Mr. Sanchez works with a wide variety of projects involving signal design and modifications, fiber communications design, signing and striping, traffic handling plans, street lighting, implementation of bike lanes, and many field studies including left turn studies and parking studies. He has conducted field topographic surveys and signal equipment inventories required to develop design plans, specifications and estimates (PS&E) for improving and updating signal hardware to current standards.

Education
University of California Riverside
Bachelor of Science, Mathematics, 2016

California State Polytechnic University, Pomona
Masters of Science, Civil Engineering, 2020

Professional Associations
Institute of Transportation Engineers
Orange County Traffic Engineers Council

Mr. Sanchez is proficient with AutoCAD, Synchro, and Microsoft Office applications such as Word, Excel, and PowerPoint. He is also knowledgeable with the Caltrans standards manuals such as the Standard Plans and Specifications, Highway Design Manual, and California Manual on Uniform Traffic Control Devices (CA MUTCD).

He began his career as an intern at Albert Grover & Associates, learning and developing the skills needed to be a successful part of the team. When the company transitioned to AGA Engineers, Mr. Sanchez continued with the new company as a valued member of the team.

Relevant Experience

Redondo Beach Boulevard, Los Angeles County—Mr. Sanchez assisted with the development of traffic signal plans for many intersections along the corridor. Tasks included assisting with field reviews and verification of the project intersections, preparing the base plans, and assisting with the final traffic signal design.

Traffic Control Plans, Chino—Mr. Sanchez assisted with the development of traffic control plans at certain intersections near City Hall for the Russ Miller 5K Run City Event. Tasks included assisting with field reviews and verification of the project intersections, preparing the base plans, assisting with the final traffic signal design, and preparing cost estimates.

HSIP Traffic Signal Designs, Fountain Valley—Mr. Sanchez assisted with the development of traffic signal plans at various intersections within the city limits. Tasks included assisting with field reviews and verification of the project intersections, preparing the base plans, assisting with the final traffic signal design, and preparing cost estimates.

Glenoaks Boulevard, Burbank—Mr. Sanchez assisted with the development of traffic signal plans at various intersections along the corridor. Tasks included assisting with field reviews of the project intersections, preparing the base plans, assisting with the final traffic signal design, and preparing cost estimates.

Bonita Avenue, San Dimas—Mr. Sanchez assisted with the development of traffic signal plans and signal synchronization at various intersections. Tasks included assisting with field reviews of the project intersections, preparing the base plans, assisting with the final traffic signal design, and preparing cost estimates.

Imperial Highway/SR-90 RTSSP Project, La Habra—Mr. Sanchez completed traffic control plans for the ten-mile corridor (22 signalized intersections and two freeway ramps) to be used during construction/installation of CCTV cameras across the corridor as well as the installation of fiber-optic cables. He also provided field inventory and field verification for these intersections to evaluate the conditions within the Project.

Orangethorpe Avenue-Esperanza Road RTSSP Project, Fullerton—Mr. Sanchez completed the traffic control plans to be used during the construction/installation of CCTV cameras across the corridor as well as the installation of fiber-optic

cables. Tasks included field reviews of the project intersections, preparing the base plans, assisting with the final traffic signal design, monitorization of the corridor, preparing cost estimates, and inspection of the finished project.

Central Avenue, Montclair—Mr. Sanchez assisted with the development of traffic signal plans at various intersections along the corridor. Tasks included assisting with field reviews of the project intersections, preparing the base plans, assisting with the final traffic signal design, and preparing cost estimates. He also assisted with the inspection to verify that all the requirements, such as camera installation and signal synchronization, were reached.

Left-Turn Delay Studies in Lake Forest and Chino—Mr. Sanchez verified the left turn delays of various intersections in Lake Forest and Chino to determine if an additional left-turn lane would be needed.

Palm Street at Lambert Street, La Habra—Mr. Sanchez performed a left-turn study after citizen complaints stating that this intersection was far too congested during school hours.

HSIP Stewart and Grey Road, Downey—For the installation of fiber-optic cable and signal modifications project along through ten intersections, Mr. Sanchez assisted with traffic signal plans the preparation of specifications.

Holt Boulevard at Amherst Avenue, Montclair—Mr. Sanchez assisted with the development of traffic signal plans conducted field reviews, and assisting with the final traffic signal design.

Opticom Design, Fountain Valley—Mr. Sanchez assisted with the development of the Opticom design plans and finalizing the base plans.

Various Traffic Signal Designs—Mr. Sanchez's tasks included assisting with field reviews and the final traffic signal design.

- Mission Boulevard corridor, Pomona
- Pepper Avenue/Winchester Drive, Rialto
- Baker Street/Randolph Avenue, Costa Mesa

Boulder Avenue, Highland—Mr. Sanchez's tasks included assisting with field reviews of the project intersections, preparing the base plans, and assisting with the final traffic signal design.

AGA Engineers, Inc.

Jorge Sanchez, EIT

Associate Engineer I

Mr. Sanchez is a Transportation Engineering Assistant at AGA Engineers, Inc. His duties include preparing base plans and assisting in field work such as conduit run verifications and taking inventory of existing equipment. He is proficient in AutoCAD design software, Synchro modeling, Crossroads Database analytics, and Microsoft Office.

He is currently working on a regional traffic signal synchronization project in the City of Lake Forest to reduce stops and delay time for vehicles traveling on Lake Forest Drive. This project will reduce travel times, fuel consumption, and increase air quality.

Education
California State University, Fullerton
Bachelor of Science, Civil Engineering 2021

Professional Registrations
CA Registered Engineer-In-Training – EIT #173260

Professional Associations
Institute of Transportation Engineers
American Society of Civil Engineers
Orange County Traffic Engineers Council

Relevant Experience

Regional Traffic Signal Synchronization Project (RTSSP), OCTA—Mr. Sanchez has contributed to multiple RTSSP projects on corridors spanning various cities including: Lake Forest Drive, Alicia Parkway, and Talbert Ave/MacArthur Boulevard. He has prepared base plans on AutoCAD, assisted in field work and monitoring, and helped conduct yellow time evaluations, all-red time evaluations, and vehicle extension calculations.

On-Call Services, City of La Habra—Mr. Sanchez has responded to civilian requests to conduct sight-distance analysis to improve the safety at intersections by adding red curbs. He has also worked on plans to add striping on roads to help direct traffic.

Local Roadway Safety Plan (LRSP), Garden Grove—Mr. Sanchez compiled collision data for intersections throughout the entire city of Garden Grove and analyzed it in order to make recommendations that will improve safety and reduce the number of collisions that resulted in fatalities and severe injuries between vehicles and pedestrians. He also compiled data that helped determine the efficiency of red light camera installations at eight intersections.

Vannessa Pedroza

Associate Engineer I

Ms. Pedroza is a Transportation Engineering Assistant at AGA Engineers, Inc. She attended California State University, Fullerton where she completed the role of President for the student chapter club of Institute of Transportation Engineers. While managing the club she was also involved in two projects that consisted of transportation related topics. She is prolific in transportation planning and traffic engineering software programs including Synchro, Tru-Traffic, Crossroads database software, Adobe Acrobat, and AutoCAD design software.

Education
California State University, Fullerton
Bachelor of Science, Civil Engineering, 2021

Professional Associations
Institute of Transportation Engineers
American Society of Civil Engineers
Orange County Traffic Engineers Council

Relevant Experience

Stopping Sight Distance for Crosswalk, City of Compton—Ms. Pedroza assisted our AGA team by performing stop sight distance analysis with AutoCAD design software. The analyses included proposing the implementation of red curves where needed and a crosswalk.

On-Call Services, City of La Habra— Ms. Pedroza completed a stopping sight distance analysis with AutoCAD design software. This was done as a response to a local resident to implement red curves where needed. She has conducted a study to implement an Adult Crossing Guard near an elementary school.

Before and After Study, City of Costa Mesa— Ms. Pedroza completed studies for a corridor along Bear Street using travel time runs evaluated with Tru-Traffic. The study included analyzing the cost and benefit of the project.

Intersection Improvements on Manhattan Beach Boulevard, City of Los Angeles County— Ms. Pedroza assisted in field surveys for 14 intersections along Manhattan Beach Boulevard. She also completed the inventory for each intersection for recommendations to the city.

Local Roadway Safety Plan, City of Garden Grove— Ms. Pedroza utilized the Crossroads database software to compile collision data from 2016- 2020 for the city of Garden Grove. This data was used to improve safety for pedestrians, bicyclist, and drivers within the city and reduce the number of collisions.

Video Detection Camera, Fountain Valley— Ms. Pedroza completed redline drawings for the city using AutoCAD design software. This was done for future installations of video detection cameras.

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AGA Engineers, Inc.

Giselle Hernandez

Associate Engineer I

Education
California State University, Fullerton
B.S., Civil Engineering, 2021

Professional Associations
Institute of Transportation Engineers
American Society of Civil Engineers
Orange County Traffic Engineers Council

Ms. Hernandez is a Transportation Engineering Assistant at AGA Engineers, Inc. She attended California State University, Fullerton where she worked for the Parking and Transportation Department from CSUF and completed the role of Treasurer for the student chapter club of Institute of Transportation Engineers. While she was a member of the university organizations, she was involved in two transportation related projects for the City of Anaheim where she obtained the fundamental abilities for a type of environment that includes problem solving, analytical, communicational, and interpersonal skills.

She is prolific in transportation planning and traffic engineering software programs including Synchro, Adobe Acrobat, and AutoCAD design software. While being inside an office or outside setting up signage and directing traffic, she was able to provide a safe and welcoming environment.

Relevant Experience

Revision of a Segment, City of Anaheim — Ms. Hernandez assisted ASCE Transportation team by redesigning a street segment using AutoCAD design software. The analyses included proposing the implementation of islands to reduce collisions on a segment located in the city.

Investigation of Streets, City of Anaheim — Ms. Hernandez completed a presentation of an analysis on streets in Anaheim. This was done by investigating the impact of design features on road users and comparing these features to performance measures.

Utility Plans, Los Angeles County — Ms. Hernandez is currently assisting in the utility design plan for intersections located on Holt Avenue and Valley Boulevard in the City of Pomona.

Regional Traffic Signal Synchronization (RTSSP), City of Fullerton — Ms. Hernandez is currently working on a RTSSP project for the City of Fullerton using data collected from Orangethorpe-Esperanza.

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AGA Engineers, Inc.

Mando Coronado

Signal Systems Specialist I

Mr. Coronado is a Signal Systems Specialist who brings his invaluable technical skills, experiences, and understanding to AGA. His experience includes maintaining electrical systems and microprocessor-based controllers involving relays, wiring, conflict monitors, signal suspension cables, poles, communication modules, underground conduit, lighting, and vehicle detection systems. He is capable of repairing and replacing specific parts to entire traffic signals and streetlights.

Education
Signal Technician
IMSA Level III Training

Signal Technician
IMSA Level III Training and Safety

Mr. Coronado's experience in the field and with previous employers provides added support in the implementation, fine-tuning, operation, and monitoring of signal systems. He helps with routinely monitoring signal operations and coordination – from both our Traffic Management center and in the field – keeping an eye out for both hardware-related and timing-related problems. He is a valuable member of the AGA team and a welcome support to our municipal clients.

Prior to joining AGA, he worked for Bear Electric Services. His duties there included calibrating and troubleshooting circuit boards, running diagnostic tests, analyzing data of traffic flow, and designing the timing of signal control devices. He also responded to emergency calls pertaining to malfunctioning/damaged traffic signals. While employed at Computer Service Company, he reviewed wiring diagrams and blueprints, diagnosed wiring issues, installed switchboards, and fabricated parts and built various types of electronic equipment.

Relevant Experience

- Mr. Coronado assists with observation of traffic signal operations and daily monitoring of signal systems for the Cities of La Habra, Loma Linda, Highland and Montclair.
- He creates detailed field inventories of traffic signal equipment.
- He provides both onsite and remote support, administration, repair, hardware implementation and product maintenance for AGA clients throughout Southern California.
- Mr. Coronado assists with citywide assessments and inventory of infrastructure and communications.
- He assists with overseeing the construction of signal and roadway improvement projects.

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AGA Engineers, Inc.

Ivan Wang

Engineering Aide I

Ivan Wang is an Engineering Aide I at AGA Engineers, Inc. Mr. Wang provides technical support for a wide variety of traffic engineering tasks. His support efforts include analyzing accident data, developing spreadsheets, technical drawings and graphics, and organizing project data. He is proficient in AutoCAD design software, Synchro Signal Timing Software, Crossroads accident analysis software, Microsoft Word, Excel, PowerPoint and Adobe Acrobat.

Education

California State Polytechnic University, Pomona

Currently working on Bachelor of Science, Civil Engineering

Relevant Experience

2021 Radar Speed Survey, Burbank — Mr. Wang worked on all aspects of the 2021 Engineering and Traffic Survey (E&TS) report. His tasks include documenting and organizing the accident and radar speed survey data provided by the City, developing the radar speed survey template per City guidelines, entering the speed survey data into the approved survey template, evaluating the 85th percentile speeds to determine recommended speeds, analyzing the collision data to determine the average accident rates per survey segment, and in preparing the E&TS Report and Appendix. He also assisted in responding to the City comments to the draft report and in finalizing the project report.

Alameda Avenue Signal Synchronization Project, Burbank — Utilizing the Synchro signal timing program, Mr. Wang modified the City's existing Synchro network to include geometric and signal timing information for new study intersections along Alameda Avenue for the purpose of synchronizing the corridor traffic signals.

Local Roadway Safety Plan, Garden Grove — Mr. Wang used the Crossroads software to process the City's collision database to determine various types of traffic collisions and to identify the types of corrective measures that are eligible for potential federal/state grant funding. He developed spreadsheets and graphics to summarize the collision types for use in the development of the project report.

Bonita Avenue Signal Synchronization, San Dimas — Mr. Wang assisted with the development of bicycle timing for certain City intersections. He utilized the AutoCAD software to draw/analyze bike path lengths to determine how much time is needed for bikes to complete left-turn and through movements at various study intersections.

Stopping Sight Distance Analysis, La Habra — Responding to a resident complaint, Mr. Wang assisted in evaluating the line-of-sight criteria for a busy city street. He conducted the field review and developed the graphic summarizing the field conditions at the study intersection. He also identified recommendations to improve the line of sight and sight distance criteria for the intersection.

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AGA Engineers, Inc.

Pauline Bingham

Engineering Aide III

Education
California State University, Fullerton
Bachelor of Arts, History, 1986

Fullerton College, Fullerton
Associate of Arts, English, 1983

Ms. Bingham's duties at AGA include general secretarial tasks as well as assisting the engineers on various projects. She researches traffic engineering issues and looks up both local and State laws. Her efforts also include organizing, reviewing, editing and assembling proposals, traffic studies, parking studies, speed survey reports, etc. Some of the programs with which she is familiar and regularly uses to accomplish her tasks are Microsoft Word, PowerPoint, Excel, Adobe Acrobat, as well as Crossroads software.

Ms. Bingham has aided with the preparation of various meetings including creating agendas and sign-in sheets, and printing and assembling handouts. She has created many PowerPoint presentations for meetings with local agencies throughout Southern California such as the Cities of Fullerton, Irvine, La Habra, Rancho Cucamonga and Torrance, as well as for both regional and national traffic engineering conferences such as the Institute of Transportation Engineers and City Traffic Engineers Association.

Her work on Engineering and Speed Surveys includes project organization, data entry, and report preparation for the Cities of Chino, Lancaster, Long Beach, Norco, Palm Springs, Redlands, Santa Ana, Santa Clarita, and Seal Beach.

She has created many informational brochures regarding flashing yellow arrow traffic signals, speed limits, stop signs, and traffic signals for the Cities of Fullerton, Torrance, and Long Beach.

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EXHIBIT C

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

   B. Establishing a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.