



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Ward and Members of the City Council

THROUGH: Richard Thompson, Interim City Manager

FROM: Laurie B. Jester, Acting Director of Community Development
 Bruce Moe, Finance Director
 Nhung Madrid, Management Analyst
 Gwen Eng, General Services Manager

DATE: September 21, 2010

SUBJECT: Consideration of the Award of a Three-Year Traffic Engineering Services Contract to Charles Abbott Associates, Inc. (Estimated Annual Value of \$68,640)

RECOMMENDATION:

Staff recommends that the City Council award RFP #810-10 to Charles Abbott Associates, Inc. for a three-year contract to provide traffic engineer services, with an estimated annual value of \$68,640. This amount is for routine on-site services only.

FISCAL IMPLICATION:

For FY 2010-2011, funds totaling \$96,000 are budgeted for Traffic Engineering Services. \$19,000 has been allocated for Willdan's services from July 1 to September 3, 2010. With the extension of Willdan's contract for September, funds totaling approximately \$77,000 are remaining in the FY 2010-2011 Traffic Engineering Services budget for the extension of services as well as for the new Traffic Engineering Services contract. The annual cost for Charles Abbott Associates, Inc. of \$68,640 is for routine on-site services only. The remaining budgeted funds will be utilized for on-call services and special projects.

BACKGROUND:

The City currently contracts with a firm to provide on-site traffic engineering services. These services consist of one licensed Traffic Engineer (T.E.) with office hours of one day per week to be physically available at City Hall in the Community Development Department. The T.E. is available by telephone and/or email on an as-needed basis outside of regular office hours. The T.E. also regularly attends monthly Parking and Public Improvements Commission (PPIC) meetings, and City Council meetings on an as-needed basis. The T.E. provides technical analysis for traffic safety and parking issues, assists in reviewing requests and concerns from residents and property/business owners, conducts traffic and parking studies, coordinates the City's Traffic Committee, and implements traffic control measures. This position requires someone who can balance the technical aspects and customer service, with clear and effective verbal and written communication and presentation skills. The demand for traffic engineering services is and continues to be great, and

requires a substantial amount of the Traffic Engineer’s time to address the numerous concerns received by the community, in addition to current City projects and City Council assigned Work Plan items.

Since 2002, the City has been contracting with Willdan Engineering for on-site traffic engineering services provided by Mr. Erik Zandvliet, Registered Traffic Engineer. Mr. Zandvliet’s technical expertise, knowledge with the traffic issues of the community, and ability to develop and maintain relationships with school personnel, residents, business owners, and City staff has proven to be very effective. During his tenure as the City Traffic Engineer, Mr. Zandvliet has gained a thorough knowledge and understanding of traffic issues throughout the City, which has allowed him to use his time efficiently when preparing staff reports, responding to resident concerns, and resolving other traffic related concerns in a timely manner. Mr. Zandvliet has played a key role in implementing the Neighborhood Traffic Management Plan (NTMP), and most recently, the comprehensive Downtown Parking Management Plan (DTMP). Mr. Zandvliet has worked on and has provided valuable insight and input for numerous projects including but not limited to, the development and implementation of the General Plan, NTMP, six school area traffic safety studies, the Sand Dune Park parking study, two residential permit parking programs, and the Sepulveda Boulevard Corridor study. Mr. Zandvliet’s extensive experience in traffic engineering has served the City well, and staff has been very pleased with his services.

DISCUSSION:

The City’s current contract with Willdan expired on September 3, 2010. As directed by Council, staff issued a Request for Proposal (RFP) and received nine responses. Because this is a professional services contract, vendor selection is based upon many factors including the proposed Traffic Engineer assigned to the contract, the Traffic Engineer’s experience providing on-site office hours in a public agency setting, the firm’s understanding of the scope of services, the Traffic Engineer’s ability to perform the requirements including composing written reports and PowerPoint presentations on a computer, hourly rate, references, availability to attend various Council and PPIC meetings, as well as keeping a minimum of one day per week office hours. Based on that review, staff selected four firms to be interviewed. They were AAE Inc., Transtech Engineers, Charles Abbott Associates, Inc. and Willdan Engineering. The RFP received from Minagar & Associates was non-responsive, and the proposed Traffic Engineer from Hartzog & Crabill did not prepare his own staff reports on a computer. The entire list of firms submitting responses are listed below.

Proposal Recaps

A summary of pricing offered by each firm is shown below. The annual cost reflects ten hours of service per week.

<u>Bidder</u>	<u>Annual Cost</u>	<u>Three Year Total</u>
1. AAE Inc.	\$ 62,400	\$ 192,872
2. Hartzog & Crabill	\$ 65,000	\$ 200,909
3. Minagar & Associates, Inc.	\$ 65,510	\$ 202,485
4. Charles Abbott Associates, Inc.	\$ 68,640	\$ 212,159
5. Transtech Engineers	\$ 70,200	\$ 216,981
6. Willdan Engineering	\$ 85,800	\$ 262,600
7. W.G. Zimmerman Engineering	\$ 91,000	\$ 281,272
8. RBF Consulting	\$101,400	\$ 313,417
9. Advantec Consulting Engineers	\$114,400	\$ 353,599

On July 13, 2010, a sub-committee consisting of staff from Community Development, Public Works, Police, and Finance interviewed these firms. All vendors were technically qualified to provide traffic engineering services, however, the proposed Traffic Engineer's prior sustained experience with another public agency, experience with another agency with similar traffic issues, and written and oral presentation skills were assessed. Based on these interviews, staff recommended Council to award a three-year traffic engineering services contract to Charles Abbott Associates at the August 3, 2010 Council meeting. After further discussion, Council directed staff to extend the current contract with Willdan for City Traffic Engineer Erik Zandvliet and return to Council with a cost analysis comparing a part-time in-house Traffic Engineer with that of a Contract Traffic Engineer.

Staff surveyed 11 comparable cities to gather information about their City Traffic Engineer positions. Of all the cities surveyed, not one City has a part-time in-house Traffic Engineer on staff, nor does such a position exist within their current class specifications. Also, only three cities (Beverly Hills, Newport Beach, and San Clemente) have a City Traffic Engineer position. All other cities have positions that may perform similar duties of a City Traffic Engineer, but also have other transportation and traffic related duties as well. The Cities of El Segundo and Hermosa Beach both use on-call part-time contract Traffic Engineers, and the remaining nine cities all have full-time positions. Of those nine cities with full-time positions, six require the incumbent to be either a Professional Engineer (P.E.) or a Traffic Engineer (T.E.). It should be noted that the Cities of Hawthorne, Newport Beach, and Redondo Beach all require a licensed Traffic Engineer, and have salaries (without benefits) ranging from \$78,492 to \$141,492 per year. Benefits for a full-time employee typically add 35% to 40% to the base salary.

Due to the advanced level of professional engineering work and the technical expertise required of a City Traffic Engineer, it is staff's opinion that the City must have a Licensed Traffic Engineer who possesses a certain caliber of traffic engineering expertise, is able to balance the technical aspects and customer service, has clear and effective verbal communication and presentation skills, and also has experience working for a municipality. A Traffic Engineer with these traits would be difficult to recruit and hire for only a part-time position. For this reason, cities with similar traffic engineering needs as Manhattan Beach contract with consulting firms to provide in-house traffic engineering services. Contracting for these services also allows the City many resources that would otherwise not be available if the City were to have a part-time in-house Traffic Engineer. Such services include the credentials, expertise, experience, knowledge and resources that a large firm is able to provide, the flexibility to provide a back-up Traffic Engineer to fill in during vacations, sick days and other unexpected absences, professional memberships, continuing education, trainings, and maintaining Omissions and Errors Liability Insurance.

The Community Development Management Analyst oversees the position and manages the time and projects of the Traffic Engineer to most effectively and efficiently utilize the limited resources that the City has for this position. The Management Analyst handles all of the day-to-day operations of the Division such as following up on traffic requests, gathering research, preparing staff reports, and responding to citizen inquires, which are tasks that do not require the time or expertise of a Traffic Engineer. A licensed Traffic Engineer ensures that safety and liability concerns are thoroughly analyzed. The Traffic Engineer's time is carefully used for more technical engineering matters and issues. Staff feels that contracting for a City Traffic Engineer is the most

cost effective method for obtaining traffic engineering services to meet the needs of the City.

Staff continues to recommend that Council award the three-year traffic engineering contract to Charles Abbott Associates (CAA). CAA has a solid reputation for providing Engineering staffing to local agencies and has contracts with the cities of Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Del Mar, La Mesa and Torrance. The firm is proposing that Mr. Jack Rydell serve as the City Traffic Engineer. Mr. Rydell is a registered Civil Engineer (P.E.), Registered Traffic Engineer (T.E.), as well as Professional Traffic Operations Engineer (P.T.O.E.) with 25 years of experience providing public agencies with traffic engineering expertise based upon a combination of solid engineering knowledge with creative situation-specific solutions to meet the needs of individual communities and issues. Mr. Rydell currently serves as the consulting City Traffic Engineer for the City of La Mesa, and provides on-call traffic engineering services for the Cities of Palos Verdes Estates and Big Bear Lake. Considering his current and future workload, it is anticipated that Mr. Rydell will be able to provide an average of ten hours per week of on-site traffic engineering services to the City of Manhattan Beach, and also attend City Council and PPIC meetings as requested. Staff may increase the number hours on an as-needed basis, but will not exceed the available funds for these services.

While changing traffic engineers will involve a learning curve for the new contractor in familiarizing them with our community, staff is confident that the selection of Charles Abbott Associates will result in sustained excellent traffic engineering services for the City. If the Council would like staff to further investigate an in-house part-time Traffic Engineer position, that information can be obtained by the City's Human Resources Department, and would require at least a three month study, depending on the department's current work load.

CONCLUSION:

Staff recommends that the City Council award RFP #810-10 to Charles Abbott Associates, Inc. for a three-year contract to provide traffic engineer services, with an estimated annual value of \$68,640. This amount is for routine on-site services only.

EXHIBIT A: City Council Staff Report dated August 3, 2010 with Professional Services Agreement



Staff Report

City of Manhattan Beach



TO: Honorable Mayor Ward and Members of the City Council

THROUGH: Richard Thompson, Interim City Manager *RT*

FROM: Laurie B. Jester, Acting Director of Community Development
 Bruce Moe, Finance Director
 Nhung Madrid, Management Analyst *NM*
 Gwen Eng, General Services Manager *GE*

DATE: August 3, 2010

SUBJECT: Consideration of the Award of a Three-Year Traffic Engineering Services Contract to Charles Abbott Associates, Inc. (Estimated Annual Value of \$68,640)

RECOMMENDATION:

Staff recommends that the City Council award RFP #810-10 to Charles Abbott Associates, Inc. for a three-year contract to provide traffic engineer services, with an estimated annual value of \$68,640. This amount is for routine on-site services only.

FISCAL IMPLICATION:

Funds totaling \$77,000 are available in the FY 2010-2011 Community Development budget for these services. The annual cost of \$68,640 is for routine on-site services only. The remaining budgeted funds will be utilized for on-call services and special projects.

BACKGROUND:

The City currently contracts with a firm to provide on-site traffic engineering services. These services consist of one licensed Traffic Engineer (T.E.) with office hours of one day per week to be physically available at City Hall in the Community Development Department. The T.E. is also available by telephone and/or email on an as-needed basis outside of regular office hours. The T.E. provides technical analysis for traffic safety and parking issues, assists in reviewing requests and concerns from residents and property/business owners, conducts traffic and parking studies, coordinates the City's Traffic Committee, and implements traffic control measures. The T.E. also regularly attends the monthly Parking and Public Improvements Commission (PPIC) meetings, and City Council meetings on an as-needed basis. This position requires someone who can balance the technical aspects and customer service, with clear and effective verbal and written communication and presentation skills. The demand for traffic engineering services is and continues to be great, and requires a substantial amount of the Traffic Engineer's time to address the numerous concerns received by the community, in addition to current City projects and City Council assigned Work Plan items. The Community Development Management Analyst oversees the position and manages the time and projects of the T.E. to most effectively and efficiently utilize the limited resources that

the City has for the contract T.E.

Since 2002, the City has been contracting with Willdan Engineering for on-site traffic engineering services provided by Mr. Erik Zandvliet, Registered Traffic Engineer. Mr. Zandvliet's technical expertise, knowledge with the traffic issues of the community, and ability to develop and maintain relationships with school personnel, residents, business owners, and City staff has proven to be very effective. During his tenure as the City Traffic Engineer, Mr. Zandvliet has gained a thorough knowledge and understanding of traffic issues throughout the City, which has allowed him to use his time efficiently when preparing staff reports, responding to resident concerns, and resolving other traffic related concerns in a timely manner. Mr. Zandvliet has played a key role in implementing the Neighborhood Traffic Management Plan (NTMP), and most recently, the comprehensive Downtown Parking Management Plan (DTMP). Mr. Zandvliet has worked on and has provided valuable insight and input for numerous projects including but not limited to, the development and implementation of the General Plan, NTMP, six school area traffic safety studies, the Sand Dune Park parking study, two residential permit parking programs, and the Sepulveda Boulevard Corridor study. Mr. Zandvliet's extensive experience in traffic engineering has served the City well, and staff has been very pleased with his services.

DISCUSSION:

The City's current contract with Willdan is set to expire on September 3, 2010. As directed by Council, staff issued a Request for Proposal (RFP) and received nine responses. Because this is a professional services contract, vendor selection is based upon many factors including the proposed Traffic Engineer assigned to the contract, the Traffic Engineer's experience providing on-site office hours in a public agency setting, the firm's understanding of the scope of services, the Traffic Engineer's ability to perform the requirements including composing written reports and PowerPoint presentations on a computer, hourly rate, references, availability to attend various Council and PPIC meetings, as well as keeping a minimum of one day per week office hours. Based on that review, staff selected four firms to be interviewed. They were AAE Inc., Transtech Engineers, Charles Abbott Associates, Inc. and Willdan Engineering. The RFP received from Minagar & Associates was non-responsive, and the proposed Traffic Engineer from Hartzog & Crabill did not prepare his own staff reports on a computer. The entire list of firms submitting responses are listed below.

Proposal Recaps

A summary of pricing offered by each firm for a one year period is shown below. The annual cost reflects ten hours of service per week.

<u>Bidder</u>	<u>Annual Cost</u>	<u>Three Year Total</u>
1. AAE Inc.	\$ 62,400	\$192,872
2. Hartzog & Crabill	\$ 65,000	\$200,909
3. Minagar & Associates, Inc.	\$ 65,510	\$202,485
4. Charles Abbott Associates, Inc.	\$ 68,640	\$212,159
5. Transtech Engineers	\$ 70,200	\$216,981
6. Willdan Engineering	\$ 85,800	\$262,600
7. W.G. Zimmerman Engineering	\$ 91,000	\$281,272
8. RBF Consulting	\$101,400	\$313,417
9. Advantec Consulting Engineers	\$114,400	\$353,599

On July 13, 2010, a sub-committee consisting of staff from Community Development, Public Works, Police, and Finance interviewed these firms. All vendors were technically qualified to provide traffic engineering services, however, the proposed Traffic Engineer's prior sustained experience with another public agency, experience with another agency with similar traffic issues, written and oral presentation skills were assessed. Based on these interviews, staff recommends Charles Abbott Associates for this contract. The firm has a solid reputation for providing Engineering staffing to local agencies and has contracts with the cities of Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Del Mar, La Mesa and Torrance.

Charles Abbott Associates is proposing that Mr. Jack Rydell serve as the City Traffic Engineer. Mr. Rydell is a registered Civil Engineer (P.E.), Registered Traffic Engineer (T.E.), as well as Professional Traffic Operations Engineer (P.T.O.E.) with 25 years of experience providing public agencies with traffic engineering expertise based upon a combination of solid engineering knowledge with creative situation-specific solutions to meet the needs of individual communities and issues. Mr. Rydell currently serves as the consulting City Traffic Engineer for the City of La Mesa, and provides on-call traffic engineering services for the Cities of Palos Verdes Estates and Big Bear Lake. Considering his current and future workload, it is anticipated that Mr. Rydell will be able to provide an average of ten hours per week of on-site traffic engineering services to the City of Manhattan Beach, and also attend City Council and PPIC meetings as requested. Staff may increase the number hours on an as-needed basis, but will not exceed the available funds (\$77,000) for these services.

While changing traffic engineers will involve a learning curve for the new contractor in familiarizing them with our community, staff is confident that the selection of Charles Abbott Associates will result in sustained excellent traffic engineering services for the City.

CONCLUSION:

Staff recommends that the City Council award RFP #810-10 to Charles Abbott Associates, Inc. for a three-year contract to provide traffic engineer services, with an estimated annual value of \$68,640. This amount is for routine on-site services only.

EXHIBIT A: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 3rd day of August, 2010, by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and Charles Abbott Associates, Inc., a CALIFORNIA Corporation, ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining the services of a qualified, experienced traffic engineer;
2. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall commence on August 3, 2010 and terminate on September 5, 2013, unless earlier terminated as provided below.

1.1 **Termination.** CITY and CONTRACTOR shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice. Upon receipt of a termination notice, CONTRACTOR shall:

- (1) promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing the Agreement to CITY, whether completed or in progress. CONTRACTOR shall be entitled to reasonable compensation for the services it performs up to the date of termination.

1.2 **Extension of Term.** The parties hereto may by mutual written agreement extend the term of this Agreement by up to two years in one year increments.

2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of the following:

CONTRACTOR shall serve as the City Traffic Engineer providing an

EXHIBIT A
CC mtg. 8/3/2010

average of ten (10) hours of services per week, said hours to generally coincide with the normal working hours of City employees.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

3.1 **Amount.** Compensation under this Agreement shall be as follows:

Compensation shall not exceed two-hundred twelve thousand one hundred and fifty-nine dollars (\$212,159)

3.2 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required. Payment shall be based on hourly rates in Exhibits "A and B".

3.3 **Expenses.** In addition, CONTRACTOR shall be reimbursed for costs advanced by CONTRACTOR on behalf of CITY, including delivery and messenger services, printing, copying and binding costs incurred beyond the initial scope of work. This requires prior approval of the Community Development Management Analyst. CONTRACTOR shall keep accurate records of all expenses. Records must be submitted to CITY along with any invoice which requests payment for the foregoing expenses. Expenses shall be in accordance with CITY policy.

4. **Professional Standards.** CONTRACTOR shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. **Time of Performance.** CONTRACTOR shall complete all services required hereunder as and when directed by CITY. However, CITY in its sole discretion may extend the time for performance of any service.

6. **Employees and Subcontractors.** CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such other person(s) as may, in the opinion of CONTRACTOR, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. **Insurance Requirements.**

7.1 **Commencement of Work.** CONTRACTOR shall not commence work under this Agreement until it has obtained CITY

approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONTRACTOR must have and maintain in place, all of the insurance coverages required in this Section 7. CONTRACTOR'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONTRACTOR shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

7.2 Coverages, Limits and Policy Requirements. CONTRACTOR shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY

INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, ten (10) days notice if cancellation is due. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special

limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, ten (10) days notice if cancellation is due. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) **WORKERS' COMPENSATION INSURANCE** - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

(4) **PROFESSIONAL ERRORS & OMISSIONS** - a policy with minimum limits of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY, ten (10) days notice if cancellation is due to nonpayment of premium.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice,

CONTRACTOR shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Except for Professional Liability Insurance, any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONTRACTOR) ; or
- (2) CONTRACTOR shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

CONTRACTOR's Professional Liability Policy may include a deductible up to \$200,000.

7.4 Verification of Compliance. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONTRACTOR shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONTRACTOR covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. Independent Contractor. It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. Compliance with Law. CONTRACTOR shall comply with all

applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. **Ownership of Work Product.** All documents or other information created, developed or received by CONTRACTOR shall, for purposes of copyright law, be deemed works made for hire for CITY by CONTRACTOR as CITY'S employee(s) for hire and shall be the sole property of CITY. CONTRACTOR shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement. CITY's reuse of such materials on a project other than the project which is the subject of this agreement shall be at the CITY's sole risk.

13. **Conflict of Interest and Reporting.** CONTRACTOR shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONTRACTOR is as follows:

Charles Abbott Associates, Inc.
879 West 190th Street, Suite 920
Gardena, CA 90248

b. Address of CITY is as follows:

City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

(with a copy to):

City Attorney
City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

15. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Licenses, Permits, and Fees.** CONTRACTOR shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

17. **Familiarity with Work.** By executing this Agreement,

CONTRACTOR warrants that:

- (1) it has investigated the work to be performed;
- (2) it has investigated the site of the work and is aware of all conditions there; and
- (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONTRACTOR discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.

18. **Time of Essence**. Time is of the essence in the performance of this Agreement.

19. **Limitations Upon Subcontracting and Assignment**. Neither this Agreement, or any portion, shall be assigned by CONTRACTOR without prior written consent of CITY.

20. **Key Person**. During the term of this Agreement CONTRACTOR shall provide the services of Mr. Jack Rydell.

21. **Authority to Execute**. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

22. **Indemnification**. To the extent resulting from CONTRACTOR's negligent acts, errors or omissions or other wrongful conduct, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with and to the extent of the negligence, recklessness or willful misconduct in the performance of, the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONTRACTOR. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

23. **Modification**. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONTRACTOR.

24. **California Law**. This Agreement shall be construed in accordance

with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

25. **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.

26. **Preservation of Agreement**. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

27. **Entire Agreement**. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

27. **Attorneys' Fees**. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONTRACTOR

By

CITY OF MANHATTAN BEACH

By

ATTEST:

City Clerk

APPROVED AS TO FORM:

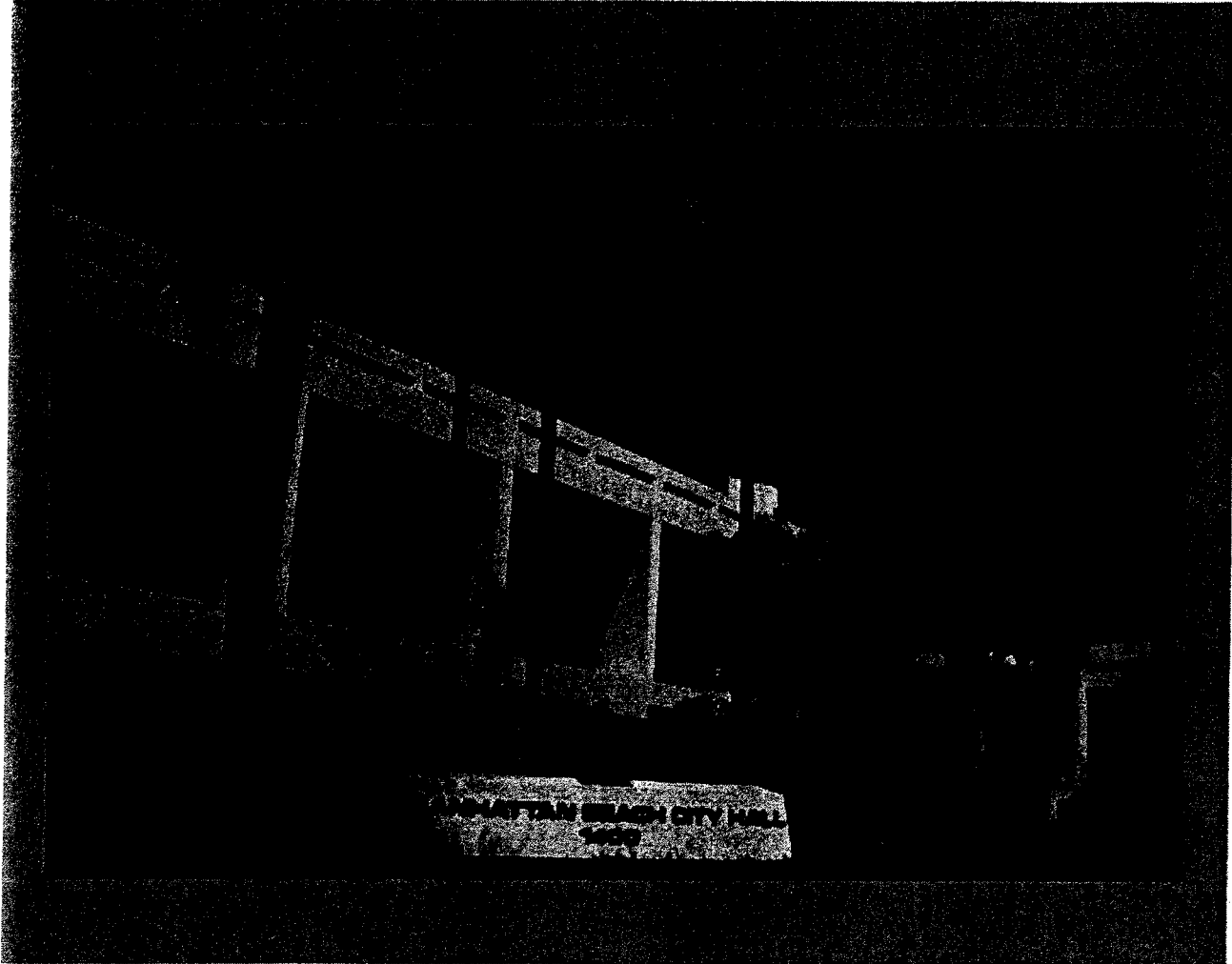

City Attorney

PROPOSAL FOR

TRAFFIC ENGINEERING SERVICES

FOR THE CITY OF MANHATTAN BEACH

EXHIBIT
A



PROVIDED BY: CHARLES ABBOTT ASSOCIATES, INC.

<http://www.caaprofessionals.com>

June 4, 2010



June 4, 2010

Ms. Gwen Eng
General Services Manager
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

Subject: Proposal for Traffic Engineering Services, RFP # 810-10

Charles Abbott Associates, Inc. (CAA) is pleased to submit this proposal to provide Traffic Engineering services for the City of Manhattan Beach. Our mission statement and operating philosophy are based on providing the highest quality service.

CAA is uniquely qualified to serve the citizens of Manhattan Beach. Our proposed Traffic Engineer Jack Rydell has a long and successful career in addressing the particular difficulties of traffic in an affluent City with educated residents, as well as the issues with a dense beach area that serves the residents, businesses, and large seasonal events. He is adept at working with the technical requirements and funding opportunities of Caltrans, Los Angeles County, and the Safe Routes to Schools programs, as well as Coastal Commission requirements.

We are a 110-person firm founded in 1984. We are currently providing the complete Engineering staffing to more than 18 local agencies in California and Nevada. We have regional offices located throughout our service region, and are currently working for the local cities of Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Lawndale, and Torrance. Services provided to local agencies include the following:

- > Traffic Engineering
- > City Engineering,
- > Environmental Engineering,
- > Building & Safety,
- > Public Works Administration,

The following promises demonstrate why CAA is the best-qualified service provider:

Project Staff: CAA's organizational culture empowers our project managers to act on the client's behalf immediately, without interference from a larger organizational structure. Empowering our project managers allows us to provide clients with the individual attention that only a small organization can deliver. At the same time, we maintain the advantages of a larger organization because we have the variety and quantity of expertise needed when any situation requires special attention.

Service Above and Beyond: CAA employees believe that just doing a "good" job is not always enough for our clients. Our aim is to excel. This means that we do not function simply by the language of our contract with the City, but that we constantly look out for the general good of the City, local neighborhoods, and citizens. CAA does not provide services to private developers to ensure objective and unbiased service.

CHARLES ABBOTT ASSOCIATES, INC.

879 WEST 190TH • SUITE 920 • GARDENA, CA 90248

LL FREE (866) 530-4980 • PHONE (310) 257-2000 • FAX (310) 534-8082

WWW.CAAPROFESSIONALS.COM



PROFESSIONAL BUILDING & SAFETY / ENGINEERING / INFRASTRUCTURE MANAGEMENT

Innovations in Service Delivery: CAA continuously strives for innovations to improve public services. Today the role and character of government are changing. Government must be more accessible to the citizens, more convenient, timelier in responses, more cost effective, and performance oriented. Accountability in government has never been higher than it is today.

CAA's philosophy is unique in a sense. We believe in using modern technology to deliver good old-fashioned service. In concert with the City leaders and staff, we will help implement technology to enable Manhattan Beach to meet the service demands today and for the future.

We want to be your partner in delivering exceptional public service and promoting the City of Manhattan Beach. We pledge the full resources and backing of our firm to assure that the City of Manhattan Beach delivers outstanding public service at the highest quality with cost effectiveness.

We would be happy to meet with you to discuss this proposal. If there are any questions, or if any additional information is needed, please contact me at our Corporate office at (866) 530-4980.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.

Rusty R. Reed
President / CEO

CHARLES ABBOTT ASSOCIATES, INC.

879 WEST 190TH • SUITE 920 • GARDENA, CA 90248

CALL FREE (866) 530-4980 • PHONE (310) 257-2000 • FAX (310) 534-8082

WWW.CAAPROFESSIONALS.COM

COVER LETTER

SCOPE OF SERVICESPage 1

METHODOLOGY AND WORK PLANPage 2

EXPERIENCE AND QUALIFICATIONS.....Page 4

RESUMEPage 7

REFERENCE.....Page 9

RATE SCHEDULEPage 10

Scope of Services

Our public works staff specializes in providing support to public agencies. Our experience in municipal assignments, give our team the ability to support agency staff within the municipal environment. CAA understands the importance of being cost efficient, city schedules, and functioning within the legal obligations of agency services. CAA is the consulting firm of choice for a number of municipal agencies and we would like it to be your choice too.

CAA understands that the City is seeking to utilize a qualified traffic engineer to perform the duties of a City Traffic Engineer (CTE). Our proposed Traffic Engineer, Mr. Jack Rydell, P.E., T.E., PTOE, has extensive experience working with local agencies in the southern California area and is well aware of the type of traffic issues that the City of Manhattan Beach may encounter. We are prepared to assist the City in dealing with traffic issues related to the dense, beach community setting where it is situated, understanding the requirements of coordination with adjacent agencies, Los Angeles County and Caltrans. We have strong relationships with the Los Angeles County Department of Public Works staff, which will also help in meeting the City's needs, goals and vision. Mr. Rydell's experience is specifically in the capacity of a City Traffic Engineer, where he will bring a broad base of knowledge regarding various approaches to addressing traffic engineering issues to the City of Manhattan Beach.

After careful review of the City's request for proposal and because of our familiarity with the traffic circulation and related challenges in south bay cities, we propose the following scope of work. The proposed Scope of Work is not inclusive and additional tasks may be assigned as needed. The CTE's duties as assigned by the City will be executed in a prompt and efficient manner, with priority given to the critical tasks needed to keep all of the programs moving forward.

1. Maintain regularly scheduled office hours at the City.
2. Attend City Council, Planning Commission, and Parking and Public Improvements Commission meetings, and other special meetings, on an as-needed basis.
3. Prepare staff reports, presentations, memos, and other materials and information for use at various public meetings.
4. Make presentations at City Council Meetings, Parking and Public Improvements Commission Meetings, and other meetings.
5. Service and represent the City as the City Traffic Engineer interfacing with the public, staff, and other governmental agencies to address any and all matters relating to traffic plans within and/or affecting the City.
6. Respond to citizen requests, questions, suggestions, complaints and concerns.
7. Review and prepare service requests for traffic control measures such as red curbs, stop signs, loading zones, restrictive parking signs, and others.
8. Conduct studies to identify and resolve issues related to traffic and pedestrian safety in areas surrounding schools, and other areas designated in the Neighborhood Traffic Management Plan, as determined by the City Council.
9. Conduct studies regarding various traffic, pedestrian, bike way, and any other traffic related issues as part of the City Council Work Plan.
10. Assist staff in the preparation and response for grand funding applications.
11. Assist staff in the development of parking and traffic policies, regulations, ordinances, and resolutions in relation to traffic issues and standards.
12. Prepare traffic warrants and conduct speed surveys.

CITY OF MANHATTAN BEACH

13. Review development proposals and conduct studies as appropriate to ensure consistency with City, County and State codes, standards, regulations, ordinances, policies and statutes.
14. Assist in the preparation of the "Conditions of Approval" for proposed development projects, as needed.
15. Evaluate and provide recommendations regarding the developer proposed mitigation measures for development projects.
16. Perform the duties of staff liaison to Caltrans and Los Angeles County Department of Public Works for street and lighting maintenance issues.
17. Prepare annual update for the Highway Performance Monitoring System (HPMS).
18. Assist Public Works Department in reviewing traffic signal timing plans, traffic striping plans, and construction area traffic control plans.
19. Review parking plans for parking lots and circulation issues, and provide analysis for new and existing development.
20. Review Use Permits and provide comments, as requested by the Planning Department and Planning Commission.
21. Review Congestion Management Plan (CMP).
22. Prepared parking studies, traffic counts, parking counts, and other traffic-related assignments.
23. Assist the Finance Department with the implementation of the new technology parking meters.
24. Assist the Police Department with traffic plans for special projects and events, DUI checkpoint layouts, safe traffic routes during special events, and other activities.
25. Assist the Police Department Traffic Bureau with truck route concerns, enhanced safety programs for school routes and bike safety and traffic education.
26. Assist the Police Department on special neighborhood safety projects concerning speeding, stop signs, and sign violations.
27. Assist the Police Department in producing a new safety plan.
28. Provide monthly invoices with specific projects and/or activity accounting of hours billed including costs advanced by the consultant, and any other information.



Methodology and Work Plan

CAA proposes the services of Mr. Jack Rydell, a registered Civil and Traffic Engineer with 25 years of experience in municipal traffic engineering. Mr. Rydell's background includes functioning in the capacity of Consulting City Traffic Engineer for several southern California municipalities, including the Cities of Palos Verdes Estates, Rancho Palos Verdes, Del Mar, and La Mesa. We are prepared to perform the requested City Traffic Engineer services through a combination of extensive relevant experience, technical expertise, and a thorough understanding of the traffic issues in the south bay area. All traffic investigations and studies will be performed as requested by staff. They will be conducted in conformance with City policies and procedures, and in compliance with guidelines and standards contained in the following:

- California Manual of Uniform Traffic Control Devices (CA MUTCD);
- California Highway Design Manual;
- California Vehicle Code;
- AASHTO "A Policy on Geometric Design of Highways and Streets"; and,

CITY OF MANHATTAN BEACH

- Various County of Los Angeles Traffic Standards.

Mr. Rydell's experience allows him to fully understand the variety of issues related to city traffic engineering activities. Safety, traffic flow and access, non-motorized vehicular mobility, community input, legal constraints and liability exposure must all be considered when attempting to solve real or perceived problems. Furthermore, Mr. Rydell understands the need to work closely with emergency response providers, transit agencies, city commissions, advocacy groups, and other stakeholders as appropriate.

Mr. Rydell frequently attends and presents information and recommendations at City Council, City Commission, community and staff meetings. His background includes handling monthly Traffic Safety Commission meetings for cities and he understands how traffic engineering actions differ between various municipalities. Mr. Rydell is skilled at working in a constructive and productive manner in order to develop appropriate solutions and reach a reasonable level of consensus. He also has solid experience in dealing with regional transportation agencies and Caltrans in order to address traffic issues and bring projects to timely completion.

As a general approach to conducting traffic investigations and studies, the following methodology is used:

1. Receive direction from staff;
2. Research available backup materials;
3. Field investigate the project site;
4. Obtain traffic data;
5. Coordinate with stakeholders as appropriate;
6. Perform analysis and prepare a report with recommendations and alternatives as appropriate;
7. Discuss results with staff; and,
8. Present report.

CAA is capable of preparing warrant studies for traffic signals, stop controls, and yield controls, as well as perform engineering and traffic surveys to establish speed zones. CAA has performed these studies for a variety of agencies, utilizing standards, guidelines, and procedures appropriate for California. Mr. Rydell's experience provides a solid understanding of the sensitivities associated with these types of studies and includes a thorough knowledge of current requirements as well as potential future modifications to the California MUTCD. Furthermore, his experience with a variety of municipalities provides him with the ability to assist the City with policy development.

In addition to response-generated traffic investigations, CAA will be prepared to identify, review and develop recommendations for corrective measures at locations experiencing accident rates higher than normally anticipated. This is a task that CAA has performed for other cities in Southern California. Accident data, including individual traffic collision reports, is reviewed to identify high accident locations, both intersection and midblock locations. Traffic count data, such as 24-hour volumes, intersection turning movement volumes and speed measurements are obtained or reviewed if available. These locations are then compared to expected accident rates for similar locations. Field investigations are performed to understand existing conditions and observe traffic behavior. At this point, specific problems can be identified and recommendations (with pros/cons and alternatives) are submitted in a report form.

CAA is fully qualified to prepare, as well as review, traffic signal plans, signing and striping plans, parking layout, and traffic control plans. Appropriate traffic control development is necessary to provide for the safe and efficient movement of all modes of transportation. The selection and design of these traffic control devices must be made not only based on what people are used to, but based on your transportation goals and operational limitations. We will assist the City in selecting the appropriate traffic control devices to achieve its goals to safely and efficiently move traffic while adequately providing for other roadway users such as pedestrians, bicyclists and transit. Some factors we will consider are future growth, potential intersection modifications, impacts on adjacent intersections, traffic



progression, interconnection, vehicle detection, pedestrian traffic, proximity to schools, bicycle traffic, and impacts on transit services. Standards and guidelines contained in Caltrans manuals as well as Los Angeles County, Federal Highway Administration (FHWA) and Institute of Transportation Engineers (ITE) resources will be utilized for plan preparation. Our general approach includes:

1. Initial discussions with staff and other stakeholders to identify goals and limitations;
2. A thorough field investigation to establish existing conditions;
3. Plan (or sketch where appropriate) submittals at appropriate stages;
4. Inclusion of appropriate ADA requirements and consideration of overall city traffic goals during the early design stage. Of specific interest are non-motorized vehicle access and safety, traffic calming where appropriate, consistency with the City's general plan and addressing known or reasonably expected concerns.

CAA is also highly qualified to perform development plan checking as it relates to municipal traffic issues. Plans to be reviewed can range from highly complex engineering plans to encroachment permits for residential improvements. CAA has substantial experience in addressing development project impacts, going beyond just level of service analysis to evaluate potential operational issues after a project is completed. This can include visibility, access, pedestrian and bicycle mobility impacts, parking, traffic calming, traffic safety and emergency service response. We bring a real world understanding to our traffic engineering efforts, having the belief that flexibility and creativity (based on solid engineering principles) are important components of any recommendation. Our typical approach to perform these duties consists of the following:

1. Receive direction from staff, including a discussion on the City's general and project specific position on factors surrounding the request for review;
2. Field investigate the project site;
3. Prepare a review memo indicating specific areas to be addressed. This may include notes on the submitted plans, but will always include a written summary of the requested changes;
4. Maintain availability to meet with City staff or others as directed to discuss review.

CAA has a strong background of performing this service for a variety of cities. Our approach is not to redesign submitted plans, but to identify where deficiencies exist and direct the plan preparer to the specific documents where the appropriate design parameters are contained. Standards we will utilize are contained in the various California design manuals, supported by other relevant industry references.

It is anticipated that City staff will require only a nominal amount of time and effort to assist in the completion of the requirements as specified in the Scope of Work. Their efforts should be limited to:

1. Providing notice-to-proceed on individual tasks;
2. Arranging Council, Commission and community meetings as necessary;
3. Providing any necessary City-maintained maps, sketches, reports, traffic data, accident reports, historical information and contact information;
4. Provide political, procedural or policy direction where appropriate; and,
5. Review and/or approve any submitted work products.

Experience and Qualifications of Firm

CAA is a broadly based management and engineering consulting firm specializing in municipal services. Founded in 1984, the firm's mission is "To provide unsurpassed quality of service with the highest degree of professionalism and care for our clients and employees."

The expertise CAA provides to agencies include the departmental functions of building and safety, city engineering/public works, environmental, and fire prevention. With over 25 years of experience as a firm serving the public sector, CAA has earned respect in the industry for the outstanding service we provide our clients. CAA's extensive experience allows our staff to provide each client with a careful evaluation of key project issues, early identification of potential problems, and practical, innovative solutions.

CITY OF MANHATTAN BEACH

CAA provides unsurpassable service to each of our clients regardless of the size or complexity of the individual project. We can assign skilled people from any one of our offices to assist on any given project. This gives CAA the flexibility to customize our services to satisfy precise project requirements; to direct manpower and resources to meet emergency, unexpected, or additional service needs; and to provide project management capabilities to handle all types of projects.

Public works departments and other agencies face many challenges with the ever increasing mandates imposed by federal and state governments. These mandates challenge every agency. CAA offers a proven approach based on experience, and a commitment to complete our assignments in a timely and cost-effective manner. Our staff specializes in providing on-call support to public agencies. As a result of many municipal assignments, our team understands how to support city staff. We understand the importance of meeting budget and schedule, as well as how to function within the legal obligations of agency services. Our history of extensive repeat clients demonstrates our success in meeting these objectives.

CAA is well versed in the traffic engineering needs of many southern California cities, similar to the City of Manhattan Beach, and considers their unique physical characteristics, an assertive and involved community, outside traffic pressures, and their destination village public image. We have developed this understanding from our previous and current experience providing city traffic engineering services to cities with similar issues, such as Palos Verdes Estates, Del Mar and Rancho Palos Verdes. Our proposed Traffic Engineer also brings the advantage of having spent 15 years with the Los Angeles County Department of Public Works, including substantial time working in their Traffic and Lighting Division. The combination of these key services allows us to confidently state that CAA is your best choice for City Traffic Engineering services.



CAA offers the services of Jack Rydell, PE, TE, PTOE, a registered Traffic Engineer with 25 years of successful local experience in municipal traffic engineering and transportation planning. Based on his current assignments as the City of La Mesa's Consulting Traffic Engineer and on-call traffic engineer for the Cities of Palos Verdes Estates and Big Bear Lake, and previous assignments as City Traffic Engineer for the Cities of Del Mar and Rancho Palos Verdes, Mr. Rydell is familiar with the requirements of this type of position as his following relevant experience indicates:

City of Palos Verdes Estates – Mr. Rydell provides on-call traffic engineering services for the City of Palos Verdes Estates. He performs specific assignments and attends Commission and City Council meetings as requested. Responsibilities include identifying school safety improvements, preparing traffic-related grant applications, conducting traffic control device studies and preparation of speed zone recommendations.

City of Rancho Palos Verdes - Mr. Rydell provided contract City Traffic Engineer services for the City of Rancho Palos Verdes through Willdan and Priority Engineering Inc. (no longer in existence). Mr. Rydell worked weekly office hours (1-2 days per week) at City Hall as well as providing additional, on-call availability for specific assignments and attendance at Commission and City Council meetings as requested. Mr. Rydell addressed all general traffic engineering, including performing traffic control device needs studies, preparing and reviewing traffic signal, signing, striping, and traffic control plans; traffic policy development; parking design; school safety improvements; review of traffic impact studies; inventory and enhancement of pedestrian and bicycle facilities; addressing neighborhood traffic calming issues; preparing traffic-related grant applications, addressing citizen, commission and political requests and recommending speed zones. (Contract completed by key personnel prior to joining PBS&J)

City of Del Mar – Mr. Rydell provided contract City Traffic Engineer services for the City of Del Mar through PBS&J and Priority Engineering Inc. (no longer in existence). He provided on-call availability for specific assignments and attendance at Commission and City Council meetings as requested. General

CITY OF MANHATTAN BEACH

responsibilities included addressing all general traffic engineering, including performing traffic control device needs studies, preparing and reviewing traffic signal, signing, striping, and traffic control plans; addressing citizen, commission and political requests, recommending speed zones, traffic policy development; parking design; review of traffic impact studies; inventory and enhancement of pedestrian and bicycle facilities; addressing neighborhood traffic calming issues; and addressing ADA compliance issues.

City of La Mesa – Mr. Rydell provides contract City Traffic Engineer services for the City of La Mesa. He works weekly office hours at City Hall as well as providing additional, on-call availability for specific assignments and attendance at Commission and City Council meetings as requested. General responsibilities include addressing all general traffic engineering, including performing traffic control device needs studies, preparing and reviewing traffic signal, signing, striping, and traffic control plans; addressing citizen, commission and political requests, recommending speed zones, traffic policy development; parking design; school safety improvements; review of traffic impact studies; inventory and enhancement of pedestrian and bicycle facilities; addressing neighborhood traffic calming issues; preparing traffic-related grant applications and addressing ADA compliance issues.

Mr. Rydell has designed or reviewed numerous signals, signing and striping plans in California. These plans were initiated in a variety of ways, including development projects, grant projects and capital improvement program projects. Recent projects in the City of La Mesa highlight the breadth of our abilities, including:

- Traffic signal modifications to install left-turn phasing and reduce curb return radii;
- Installation of in-pavement warning lights with passive bollard pedestrian activation at an uncontrolled crosswalk;
- Citywide signing plans to establish truck routes through the city;
- Restriping approximately two miles of arterial roadway to address intersection control modifications, pedestrian crossing issues and bicycle access.

CAA is very capable of preparing or reviewing traffic control plans for construction, emergency conditions or special events. Mr. Rydell has experience in the preparation of traffic control plans for roadway closures due to storms (Western Avenue in Rancho Palos Verdes), short-term and long-term construction projects (various), weekly farmer's market operations (El Segundo) and annual festivals and events (Del Mar and Rancho Palos Verdes). He is especially adept at designing the appropriate facilities to maintain pedestrian and bicycle access during these events.

Our staff is skilled at working with cities on projects with outside funding. In particular, Mr. Rydell has a substantial background in obtaining and managing grant projects, such as Office of Traffic Safety (OTS), Hazard Elimination Safety Program (HES), Safe Routes to School (both federal and state programs) and Highway Safety Improvement Program (HSIP). These projects require close and ongoing contacts with the appropriate Caltrans local assistance staff. We are familiar with the extensive documentation required and necessity of maintaining timelines in order to keep the funding from being de-obligated. Since 2005, Mr. Rydell has successfully secured over \$2.6 million in traffic-related grants for his cities.

Jack E. Rydell, PE, TE, PTOE

Traffic Engineer

Education

B.S., Civil Engineering,
California State
Polytechnic
University, Pomona

Registrations/Licenses

Professional Civil Engineer
California, 42874
Colorado, 35426
Traffic Engineer
California, 1586

Certifications

Professional Traffic
Operations Engineer
(PTOE), No. 1319

Mr. Rydell serves as CAA's Traffic Engineer. His 25-year career of providing public agencies with traffic engineering expertise is based upon a combination of solid engineering knowledge with creative, situation-specific solutions to meet the needs of individual communities and issues. Mr. Rydell's background includes handling the duties of a City Traffic Engineer for several agencies, providing him with a broad understanding of the operations, goals, limitations and traffic needs of city public works. He has significant experience in addressing pedestrian, bicycle and transit issues, including incorporating ADA requirements and complete street concepts into circulation systems. He also has experience in writing traffic-related grant applications, successfully obtaining over \$2.6 million in grant funding for various cities since 2005. Mr. Rydell's expertise extends to project supervision, claim and litigation coordination, and strategic planning. His selected project experience includes:

Contract City Traffic Engineer

Mr. Rydell has served as consulting City Traffic Engineer for various agencies including the Cities of Del Mar, La Mesa, Lomita, and Rancho Palos Verdes. He also has provided on-call traffic engineering services to the cities of Palos Verdes Estates, Big Bear Lake, El Segundo and Torrance. Prior to joining Charles Abbott Associates, Mr. Rydell held positions as a managing engineer with the Los Angeles County Department of Public Works, including in their Traffic and Lighting Division. His responsibilities involve handling all general traffic engineering concerns within the various agencies including:

- Responding to requests, questions, suggestions, complaints and concerns from citizens, staff, commissions, political representatives and other agencies regarding traffic issues
- Preparation or review of traffic signal, signing, striping and marking plans as required
- Traffic policy development
- Parking design
- School safety improvements
- Roadway accident analyses and improvements
- Preparation of traffic-related grant applications
- Traffic control inventories and modifications
- Preparation or review of construction temporary traffic control plans and special event traffic control plans
- Inventory and enhancement of pedestrian and bicycle facilities
- Preparation of speed zone recommendations
- Addressing neighborhood traffic calming issues
- Review of traffic claims against agencies City and recommend modifications to traffic controls as appropriate
- Review developments and traffic impact studies with respect to traffic issues
- Development or updating the City's street sweeping program, including maps, contracts and parking restrictions
- Development or assistance with the City's roadway inspection program.
- Address pedestrian ADA compliance issues

Mr. Rydell also has extensive experience with preparing and presenting Commission and City Council reports, conducting community meetings, representing cities to the media and supervising City staff in the performance of these duties.

On-Call Traffic Engineering.

Mr. Rydell has lengthy experience in preparing, reviewing and supervising the successful completion of various traffic engineering designs and tasks for municipalities in Southern California on a project-specific basis. These projects were completed in conformance with Federal, State and Local guidelines and done in a timely and cost effective manner. Projects included traffic signal design, signal operation studies, Engineering and Traffic Surveys, neighborhood traffic calming, parking lot designs, signing and striping plans, traffic control plans and intersection safety studies. Some examples include:

Traffic Calming

- Mira Vista Neighborhood Traffic Calming Plan, Rancho Palos Verdes
- High Street. Traffic Calming Plan, City of La Mesa
- Amaya Street Traffic Calming Plan, City of La Mesa
- Crest Road Traffic Calming Plan, City of Del Mar

Traffic Design

- Lake Murray Boulevard and Baltimore Drive Traffic Signal Modification PS&E, City of La Mesa
- Lake Murray Boulevard and El Paso Street Traffic Signal Modification PS&E, City of La Mesa
- Center Drive and Jackson Drive Traffic Signal Modification PS&E, City of La Mesa
- Pechanga Parkway Traffic Signal PS&E, City of Temecula
- South Santa Fe Avenue Traffic Signal PS&E, City of Vista
- Grossmont Center Drive and Center Drive Traffic Signal Modifications PS&E, City of La Mesa
- Massachusetts Avenue, Signing and Striping PS&E, City of Lemon Grove
- Crest Road Signing and Striping PS&E, City of Rancho Palos Verdes
- Baltimore Drive Signing, Striping and In-Roadway Crosswalk Warning Light PS&E, City of La Mesa
- Navy Pier Parking Lot Redesign PS&E, Port of San Diego

Traffic Studies

- Citywide Speed Zone Study, City of Del Mar
- Citywide Speed Zone Study, City of Rancho Palos Verdes
- Citywide Speed Zone Study, City of La Mesa
- Palos Verdes Intermediate School Safety Study, City of Palos Verdes Estates

Mr. Rydell currently serves as the consulting City Traffic Engineer for the City La Mesa. He also provides on-call traffic engineering services for the Cities of Palos Verdes Estates and Big Bear Lake. Considering his current and expected future workload, it is anticipated that he could provide on a regular basis up to 20 hours per week to the City of Manhattan Beach.

REFERENCES

1. Firm: City of La Mesa
Address: 8130 Allison Ave
City: La Mesa State: CA Zip: 91942
Contact: Kathy Feilen Email: kfeilen@ci.la-mesa.ca.us
Telephone: 619.667.1347
Project: Consulting City Traffic Engineer

Subcontractors: None
Start Date: 2003 Completion Date: Ongoing Approximate Cost: \$50,000 per year

2. Firm: City of Del Mar
Address: 1050 Camino del Mar
City: Del Mar State: CA Zip: 92014
Contact: David Scherer Email: dscherer@delmar.ca.us
Telephone: 310.378.0383
Project: Consulting City Traffic Engineer

Subcontractors: None
Start Date: 2004 Completion Date: 2009 Approximate Cost: \$25,000 per year

3. Firm: City of Rancho Palos Verdes
Address: 30940 Hawthorne Blvd
City: Rancho Palos Verdes State: CA Zip: 90275
Contact: Ron Drago Email: rond@rpv.com
Telephone: 310.544.5250
Project: Consulting City Traffic Engineer

Subcontractors: None
Start Date: 2003 Completion Date: 2008 Approximate Cost: \$75,000 per year

4. Firm: City of Palos Verdes Estates
Address: 340 Palos Verdes Drive West
City: Palos Verdes Estates State: CA Zip: 90274
Contact: Joe Hoefgen Email: jhoefgen@pvestates.org
Telephone: 310.378.0383
Project: Consulting City Traffic Engineer

Subcontractors: None
Start Date: 2008 Completion Date: Ongoing Approximate Cost: \$10,000 per year

STANDARD HOURLY RATE SCHEDULE

Effective July 1, 2009

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal Engineer	175.00	Principal Building Official	145.00
City Engineer	165.00	Building Official	122.00
Project Supervisor	145.00	Senior Building Inspector	110.00
Project Manager	135.00	Building Plan Checker	97.00
Project Engineer	130.00	Building Inspector/Plan Checker	90.00
Sr. Registered Engineer	125.00	Code Enforcement Officer	75.00
Senior Design Engineer	115.00	Permit Specialist	66.00
Associate Engineer	110.00		
Assistant/Design Engineer	98.00	Community Development Director	145.00
		Principal Planner	132.00
Senior Traffic Engineer/Manager	150.00	Senior Planner	107.00
Transportation Planner	110.00	Associate Planner	97.00
Traffic Engineer Associate	95.00	Planning Technician	68.00
Sr. Draftsperson (CADD)	90.00	Landscape Director	116.00
Draftsperson (CADD)	80.00	Associate Landscape Architect	95.00
Computer Technician	80.00	City Forester	88.00
Senior Environmental Consultant	145.00	Expert Witness Services	200.00
Environmental Engineer/Scientist II	115.00	Senior Contract Administrator	107.00
Environmental Engineer/Scientist I	92.00	Administrative Assistant	57.00
Associate Environmental Engineer	87.00	Word Processor	50.00
		Clerical	45.00
Senior Public Works Inspector	95.00		
Public Works Inspector	87.00		
3-Person Survey Crew	270.00		
2-Person Survey Crew	210.00		

The above hourly rates include general and administrative overhead and fees and employee payroll burden.

The above hourly rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

From: Allan Rigg [mailto:Arigg@pvestates.org]
Sent: Tuesday, July 20, 2010 5:46 PM
To: Gwen Eng
Cc: Rusty Reed; Jack Rydell
Subject: FW: RFP #810-10 Traffic Engineering Services

Hi,

Rusty has forwarded me your email so that I may respond on behalf of Charles Abbott Associates.

In looking again at our rates, we have already priced our services very competitively, but are truly torn as we really felt a positive energy in the interview and want to work for you. With that said we can offer you one of the following:

- A rate of \$132 an hour for all time spent working for the City.
- A rate of \$140 with two hours of on-call services when our Traffic Engineer is not at City Hall. This would allow staff to call/email with quick questions and alleviates our need to track/bill for these and allows staff to not hesitate when contacting the Traffic Engineer due to budget concerns.

As I mentioned in the interview, I hired Jack after being impressed with how quickly and accurately he performed tasks such as grant proposals. I realize there is no easy way to measure effectiveness and quality numerically in dollars, but I hope it is part of your decision.

Thank you for your time and consideration. I can be reached on my cell at 310-345-9385 if you have any questions or have made a decision.

Allan Rigg PE AICP
Director of Engineering
Charles Abbott Associates

From: Rusty Reed [mailto:rustyreed@caaprofessionals.com]
Sent: Tuesday, July 20, 2010 4:28 PM
To: Allan Rigg; Jack Rydell
Subject: Fwd: RFP #810-10 Traffic Engineering Services

Begin forwarded message:

From: "Gwen Eng" <geng@citymb.info>
Date: July 20, 2010 4:20:36 PM PDT
To: <rustyreed@caaprofessionals.com>
Subject: RFP #810-10 Traffic Engineering Services

Rusty,
I wanted to let you know that your firm is one of the finalists for the Traffic Engineering Services contract. Considering the City's current budget woes is \$140 per hour, your best and final offer? Please let me know by end of business on Wednesday.
Regards,
Gwen