

AGREEMENT FOR CONSULTANT SERVICES BETWEEN

CITY OF TEMECULA AND STC TRAFFIC, INC.

**STREETLIGHT AND SIGNAL COMMUNICATIONS UPGRADE- CITYWIDE,
PROJECT NO. PW23-13**

THIS AGREEMENT is made and effective as of **January 9, 2024**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **STC Traffic, Inc.** a **Corporation** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **January 9, 2024** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **December 31, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **Three Hundred Seventeen Thousand Seven Hundred Thirty Dollars and Zero Cents (\$317,730.00)**, for the total term of this agreement unless additional payment is approved as provided in this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager . Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for

services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-Consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subconsultant under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

6. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Consultant and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement

pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "PAYMENT" herein.

8. DEFAULT OF CONSULTANT

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and

10. INDEMNIFICATION

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert

witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

a. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: One Million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One Million (\$1,000,000) accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability Coverage: One Million Dollars (\$1,000,000) per claim and in aggregate.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) 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) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-VII or better, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

12. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City

nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

14. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon

delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: **STC Traffic, Inc.**
Attn: Jason Stack
5865 Avenida Encinas, Suite 218
Carlsbad, CA 92008

16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

STC TRAFFIC, INC.

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____

James Stewart, Mayor

By:  _____

Jason Stack, President

ATTEST:

By: _____

Randi Johl, City Clerk

By: _____

APPROVED AS TO FORM:

By: _____

Peter M. Thorson, City Attorney

CONSULTANT

STC Traffic, Inc.

Jason Stack

5973 Avenida Encinas, Suite 218

Carlsbad, CA 92008

(760) 602-4209

STC Traffic, Inc.

EXHIBIT A

Tasks to be Performed

All tasks to be performed are per the proposal provided by the Consultant attached hereto and incorporated herein as though set forth in full.

Scope of Work and Approach

Each scope of work item is listed with our methodology, enhancements and services that add value, and the task deliverable(s). The scope of work is organized according to the scope of services contained in the RFP with modifications and enhancements to individual scope elements to provide a productive project.

Task 1: Project Management and Coordination

One of the big benefits of our company's approach to project coordination is access. The City of Temecula has a direct line of communication to all our project staff from management and technical leads to junior staff. This level of access isn't always necessary but very convenient when it is. We stay true to our organization chart. You will see our key staff on the project. There is no bait or switch. We also recognize the value of coordinating with staff. You manage the corridors and existing systems and have intrinsic knowledge. We do not put a fixed limit on coordination. We are focused on project delivery, and it is to our benefit and the project's benefit to access this knowledge as much as possible.

- **Kickoff Meeting:** Following the Notice to Proceed, STC will conduct a project kickoff meeting with City staff to discuss project approach, scope of work, schedule, invoicing, and address any questions or requests for information. An updated work plan and schedule will be provided. Key STC staff will attend the meeting including managers and technical leads.
- **Progress Meetings:** The project duration is 7 months, and the kick-off meeting would serve as the first progress meeting. There will be three formal meetings including monthly progress meetings with City staff to develop the design of the project, resolve design issues, discuss staff comments



on PS&E submittals, discuss progress and address any other issues. The design of the project will be developed in coordination with the City. STC will complete and circulate meeting agenda's two days in advance and meeting minutes within five working days.

- **Staff Availability:** Rob Blough, Christian Lambarth, Brett Hansen, Alain Hungerford and key staff will meet with the City's Project Manager as necessary throughout the project to review status. Deliverable reviews will also be held during regular progress meetings or when necessary. This is considered part of regular task coordination. Meetings will be conducted via conference call and when possible or preferred STC will also meet in person.
- **Project Schedule:** A detailed preliminary project schedule has been prepared using Microsoft Project and is included at the end of this section.

Enhancements Task 1:

- An accelerated schedule with PS&E and signal timing tasks in parallel and PS&E complete 7 months from NTP.

Deliverable Task 1:

- Meeting minutes; progress reports, schedule, and overall project management and coordination.

Task 2: Utility Coordination

Utility contacts will be requested from the City and record drawings will be requested for areas where new conduit, pull boxes and vaults are expected to be installed. Utility companies will also be notified of these planned facilities in the area of the project. A utility base map will be prepared showing information from these record drawings. These base maps will serve as the background and be incorporated in the detailed design. STC will work with the City to coordinate with utility companies following the first detailed design submittal to begin utility conflict checks. It is anticipated that all new facilities will be designed to avoid private utilities. Any private utilities that are impacted will require the local agency to prepare the Notice to Owner (LAPM 14-D) form and obtain acceptance and signatures from the private owner prior to submitting the right-of-way certification form to Caltrans. STC will prepare the LAPM 14-D for any utility relocations required and submit it to the City for transmittal to each affected utility company. Although the implementing agency self-certifies right-of-way clearance for state funded HSIP projects, it is important to document impacted private utilities in case of an audit by Caltrans.

Deliverable Task 2:

- Letter request to utility companies and notification of future facilities, utility plan base map, completed LAPM 14-D (As Needed)

Task 3: Engineering Design Plans

3.1 Obtain and review all available City records and as-built plans. Inventory of the existing traffic signal and communications infrastructure is the critical first step in the PS&E process. STC has performed extensive work and research work in Temecula and has institutional knowledge of the traffic signal systems. STC will research City records and obtain all documentation relevant to the signal system. This documentation is expected to include (but is not limited to): traffic signal as-built plans, traffic signal



interconnect plans and draft city-wide traffic signal master plans. Documentation will also be obtained from other departments within the city such as Information Systems that have communications infrastructure (and records). STC will pour over the documentation to glean the necessary information.

Deliverable Task 3.1:

- As-built documentation (as requested)

3.2 Perform Field Review. STC will conduct field reviews to verify existing field conditions, traffic signal equipment, above ground utilities, wireless line of sight, communications infrastructure (signal poles and assemblies, vehicle signal heads, pedestrian signal heads/push-buttons, pull-boxes, proofing of conduit to confirm routes and contents, cables, street name signs, controller cabinet/controller type, detection, intersection safety lighting/street lighting), and any special conditions that might create conflicts or change orders during construction. STC will enhance record information with field reviews of each traffic signal except for locations where only safety lighting is being improved. As a cost savings measure for the City, safety lighting replacement only locations will be designed using as-built information, City input, and on-line mapping resources. Any safety lighting location with insufficient information will be reviewed in the field. The data gathered from the field review will be recorded and organized onto a project ShareFile and permanently available to the City for ongoing records keeping. Accurate office records of field traffic signal system conditions and operations is critical for effective management and maintenance. As-built records will be marked up in the field and conditions will be recorded with pictures. The field documentation will also be utilized for PS&E development. Importantly, people performing this task must have a detailed understanding of traffic and communication systems to properly evaluate and identify and inventory equipment and conditions. Our staff are former public works electricians and IMSA certified technicians and are qualified in all aspects of traffic signal systems.

Deliverable Task 3.2:

- Field notes and photos (as requested)
- Existing traffic signal infrastructure, communications, and cabinet field review inventory (60 intersection locations)

3.3 Prepare Basis of Design. STC process properly starts with a concept for the system that ties directly to this ultimate use and is why we prepare a Project Basis of Design which serves as a critical reference that documents our rationale, criteria, principals, assumptions, and constraints. The basis document reduces risks of unknowns and ensures that our concept has been vetted, is understood, and has the answers to progress to the detailed design phase with the confidence of the City and design team.

STC will prepare a Basis of Design summarizing all field work findings in a technical memo which includes but is not limited to wireless line of sight surveys, existing conduit deficiency, deficient and non-standard signal equipment, utility conflicts, and any issues that will affect the design. Preliminary costs will be presented to the City for the anticipated improvements and will be compared with the available HSIP funding.

Deliverable Task 3.3:

- Basis of Design Technical Memo



3.4 Prepare Design Plans. STC will prepare detailed design plans at 1"=40' scale for installation of traffic signal and communications equipment, fiber optic cable, interconnect conduit and wireless radio equipment. The base plans, where the excavation or boring of conduit is being proposed, will indicate roadway width, right-of-way, centerline, utility information, sidewalks, driveways, landscaping and any other topographic features. As-built traffic signal plans will be used and redlined for signal rewiring and ATC cabinet replacements. Tables will be prepared for upgrading vehicle/ped heads and LED lighting. Plans will be produced on City standard title block and follow City, CAMUTCD, and Caltrans standard plan and specifications. The plans shall depict new and existing affected infrastructure, construction details, and detailed fiber splice diagrams. The following are assumed for plan development:

- When new conduit is required, the plans will show the proposed location of all new conduit, pull boxes and vaults. In these areas, any existing utilities found through record drawing research or during field review will be shown on the plans.
- Where new fiber cable is installed in the existing conduit, the plans will show each project intersection with a match line to the adjacent intersections. The plans will note the approximate distance of conduit between intersections and the number of pull boxes. If any existing pull boxes and conduit sweeps need to be replaced this will be noted as well.
- Where wireless radios are needed, each intersection will be shown along with the wireless radio installation location and conduit paths requiring new cable. If repeaters are required the plans will be expanded to show those locations. It is anticipated 6 wireless locations will be shown per plan sheet.
- Detailed splice diagrams will be shown for fiber connections with up to 6 intersections per sheet.
- Tables will be provided showing quantities and intersection locations for LED safety light replacement and vehicle/ped head replacement.
- As-built traffic signal plans will be relined for signal rewiring and ATC cabinet replacements and will include pertinent information for contractor to complete the work.

The detailed design plan set is anticipated to have the following sheets: 1-Title Sheet, 1-Detail Sheet, 2-Keymap Tables, 21-(1"=20') Scale Markups, 1-Network Architecture, 6-(1"=40') Scale Traffic Signal Improvements, 2-(1"=40') Scale Wireless, 15-(1"=40') Scale Fiber, and 6-Splice Diagrams. In the interest of schedule and budget, the first detailed design plan submittal (65%) will contain full detail for each plan and detail sheet but will not include splice diagrams. All subsequent submittals (95%, 100%) will contain all the details necessary for bid.

Deliverable Task 3.4:

- Detailed design plans as listed above (65%, 95% & 100%) for the following locations:
 - 20 intersections new fiber and conduit; 21 intersections new signal wiring; 6 intersections new ATC Cabinet; 11 intersections new wireless radio; 25 intersections new backplates or vehicle/ped heads shown in a table; 119 intersections with 463 new LED safety lights shown in a table
- Project bid package and special provisions for traffic signal and communications implementation (65%, 95%, & 100%).
- Engineers estimate (65%, 95%, 100%).
- One "D" size Mylar Set, electronic PDF copy and electronic CADD files.



Task 4: Specifications and Estimate

STC will prepare project technical specifications and estimates with the goal of maximizing the available PS&E and construction funding. The following elements of work are expected to deliver the PS&E package:

4.1 Prepare Specifications. STC will prepare the project bid package for the traffic signal equipment procurement and construction phase of the project. The City will provide a copy of its latest General Conditions and General Provisions to use as a template. STC will modify this template as necessary and include any necessary attachments/exhibits per Caltrans Local Assistance Manual requirements. The City may desire to bid portions of the project in separate packages to increase efficiency and potentially reduce bid pricing. If this approach is selected it is anticipated the retroreflective backplate improvements for each signalized city traffic signal will be bid separate from the other project improvements. The approach to breaking this work out while limiting cost to the city will be to include a map of the City showing each project location with an intersection number along with a table summarizing the improvements at each location. The intersection numbers will be traceable between the map and the summary table. Quantities provided in the grant will be field verified during field work and included in the bid package.

Deliverable Task 4.1:

- Detailed specifications (95% & 100% submittal).

4.2 Prepare Engineer's Estimate: STC will generate a project bid list with anticipated costs and quantify all improvements in a detailed engineers estimate. The detailed engineers estimate will serve as quantity and unit price validation for the bid list items. The cost estimate will be submitted to the City for review at the 65%, 95%, and 100% design levels.

Deliverable Task 4.2:

- Engineer's Estimate (65%, 95% & 100% submittal).

Task 5: Request for Authorization (RFA) to Proceed with Construction

STC will prepare all necessary documents required for the Funding Allocation Request to proceed with construction (CON) in compliance with LAPM state funded HISP project implementation procedures. The following documents are anticipated to be included with the funding allocation request package for construction:

- Request for Funding Allocation Form; State-only Finance Letter for Construction; Detailed Engineer's Cost Estimate for Construction items; HSIP approved project list printout

STC understands that no right-of-way acquisition is anticipated for this project. STC will provide the City with a copy of the completed funding allocation package for input and will address any comments. Upon City review and approval, STC will submit the funding allocation package for Caltrans review and will resubmit it until approvals are obtained.

Deliverable Task 5:

- RFA Form; State-only Finance Letter for Construction; Detailed Engineer's Cost Estimate for Construction Items; Printout from List of Selected HSIP Projects Highlighting City's Project



Task 6: Traffic Signal Coordination Timing Plans

6.1 Traffic Data Review and Pre-Evaluation of Existing Conditions. The traffic data review will commence immediately following NTP including field reconnaissance, geometric conditions, current signal timing, and traffic collisions. STC will evaluate the (18) intersections along Ynez Road between Date Street and Santiago Road as well as the corridor conditions in the field to ensure we have a detailed and accurate view of operations. Corridor and intersection documentation summarized including collisions related to signal timing from the City's LRSP. Signal timing will be reviewed CA MUTCD standards and compliance.

Traffic turning movement count data will be provided to STC by the City. It is anticipated that the City will provide AM, Mid-day, PM, and weekend peak hour counts and these will be used to develop coordination plans for those specific time periods. Travel time runs will be conducted before any modifications to timing are made. STC will utilize GPS location and time stamped travel time analysis software. The runs will also be video recorded from the driver's perspective with a dash cam. This same process for travel time runs will be repeated following the new coordination timing implementation for pre-project comparisons.

Baseline timing will be prepared that accounts for compliance and industry practice review. These will be documented on calculation spreadsheets for each intersection noting measurements and formulas. Impacts of the revised baseline timing on existing coordination plans will be summarized and reviewed with City staff. These include clearance times, lead pedestrian intervals, minimum times, and other similar timing values. It is especially important to consider the impacts of the times on the project corridor cycle lengths and the east-west crossing arterial coordination cycle lengths. The goal will be to preserve crossing arterial coordination. A report will be prepared that summarizes the traffic volume data collection, travel time runs, collision data, standard compliance, operational observations, impacts, and strategies to mitigate baseline timing changes on the project corridor and crossing arterials.

Deliverable Task 6.1:

- Report, GPS and Video Recorded Travel Runs

6.2 Synchro Model Development. STC will perform the Synchro model development and analysis. The Synchro microsimulation model will be developed on version 12, which is the latest and can be saved with backwards compatibility to version 11 or 10. One of the benefits of version 12 is more advanced simulation. This will be useful for complex areas of the corridors including the closely spaced grouping of intersections near the heavily traveled Ynez Road/Winchester Road and Ynez Road/Rancho California Road intersections. Preparation of the existing conditions model will commence with NTP in parallel with data collection for the baseline conditions report. Our approach to Synchro is to calibrate the model as accurately as possible to match conditions on the street. These include basic parameters like the prevalent travel speed along the corridor rather than the posted speed, turning movement conditions like sneak-by right turns and turn pocket queues, and vehicle mix and pedestrian demand. These also include the more intricate parameters like signal timing and differences in parameters and functions in control software and how these relate to calibrating Synchro.

Deliverable Task 6.2:

- Fully coded electronic synchro file; Technical memo summarizing global settings, timing values, and proposed signal groupings based on coordination factors



6.3 Traffic Signal Timing Optimization. Our engineers are trained to operate Synchro and not let the program operate itself. The program provides buttons that will “optimize” an intersection or network with one click. This is part of the convenience of the application but also a potential trap. There is no single click optimization. Too often engineers rely too heavily on the program, take it for granted, and run with results that are not properly critiqued. Optimizing the model is an iterative process that requires discretion, review, adjustment, and rerun. We continue to use our field observations and data collection to guide decisions. For instance, are the travel patterns unidirectional, bidirectional, or weighted towards one or another and where’s the best location to start the “band” according to the time space diagram. Our approach is to run the application until we’ve “beat” it several times and have the best results backed up with reason and recorded in the tracking matrix.

Deliverable Task 6.3:

- Fully coded electronic synchro files for optimized model including a summary of performance metrics by intersection and corridor; Preliminary Coordination Timing Plans

Task 7: Construction Support Services

7.1 Construction Engineering Support. STC will perform construction engineering services during the construction phase of the project. This includes bid assistance (response to questions and bid review), material submittal reviews, response to request for information and clarification (RFI’s and RFC’s), equipment configuration support, system integration support, technical installation support, attend construction meetings, and record as-built drawings.

Deliverable Task 7.1:

- Project Record As-builts

7.2 Coordination Implementation and Report. Developed signal coordination plans will be bench tested and provided to City for review prior to field implementation. STC will implement coordination plans, observe operations, and perform field adjustments as necessary. Implementation is where the rubber hits the road so to speak. When we implement the timing we have staff at the ATMS (either remote or on site) updating and downloading databases, while staff on the street are observing and confirming operations and ready to deal with issues and/or fine tune plans. This is a coordinated effort. Staff are armed with computers with the appropriate programs to perform onsite analysis and make changes and record and track changes. Paper and electronic (USB) copies of the timing databases are provided in the controller cabinet. We excel at implementation. Our staff are trained to understand the traffic conditions, intersection, and corridor characteristics, relate this to operations, and the hardware and software. We observe and note phasing, detection, and geometric relation to timing. STC shall perform before and after performance analysis for Ynez Road. STC will perform travel runs to measure corridor travel time, speed, delay, and number of stops. The before and after travel conditions will be compared to determine synchronization benefits and results will be provided in final report.

Deliverable Task 7.2:

- Final Synchro network with post implementation timing values; final report on before/after study.

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Contractors proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed \$317,730.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

City of Temecula - Cost Proposal

Streetlight and Signal Communications Upgrade - Project No. PW23-13

Company		SIC Traffic, Inc.										Total Hours	Total Cost
Classification	Principal-in-Charge	Senior District Manager	District Manager	Senior Project Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Senior Systems Engineer	Systems Engineer	Construction Engineer/Inspector			
Staff Name	Hourly Rate	Bob Harshbarger	B. Harshbarger C. Lambirth	Doddy Shreeve	B. Saltschew J. Walters	Joan Christy	Alford Lemell	Adam Lombardi	A. Hargreaves J. Salzman	Kevin Stone			
		\$210.00	\$200.00	\$180.00	\$160.00	\$140.00	\$120.00	\$200.00	\$180.00	\$170.00			
1.0	Project Management and Coordination	4	20			4	24				44	\$ 9,280.00	
2.0	Utility Coordination		2								20	\$ 4,140.00	
3.0	Engineering Design Plans												
3.1	Obtain and Review All Available City Records and As-Builts		1								9	\$ 1,250.00	
3.2	Perform Field Review			120		70	70				260	\$ 41,200.00	
3.3	Prepare Basis of Design		5		15	25					45	\$ 7,500.00	
3.4	Prepare Design Plans												
3.4.1	65% Plans	4	25		70	175	375				675	\$ 96,210.00	
3.4.2	95% Plans	3	18		64	124	263				471	\$ 68,747.00	
3.4.3	100% Plans	1	8		27	53	113				202	\$ 29,463.00	
4.0	Specifications and Estimates												
4.1	Prepare Specifications		4		16	32					52	\$ 8,520.00	
4.2	Prepare Engineer's Estimate		4		8	24					36	\$ 5,800.00	
5.0	Request for Authorization (RFAs) to Proceed with CON		1			8					9	\$ 1,410.00	
6.0	Traffic Sign Coordination Timing Plans												
6.1	Traffic Data Review and Pre-Evaluation of Existing Conditions	1	1				32	16	16		66	\$ 10,710.00	
6.2	Vehicle Model Development			2					60		62	\$ 11,200.00	
6.3	Traffic Signal Timing Optimization	2	2	24				16	64		108	\$ 20,220.00	
7.0	Construction Support Services												
7.1	Construction Engineering Support												
7.1.1	Bid Support		2								18	\$ 3,620.00	
7.1.2	Construction Engineering (Submittals, RFIs, Tech Support)		16	100				8	60	60	244	\$ 45,960.00	
7.2	Coordination Implementation and Report												
7.2.1	Develop Deliverables and Test								68		68	\$ 12,240.00	
7.2.2	Coordination Implementation		2					14	56		72	\$ 13,260.00	
7.2.3	After Dark Time Runs						32				32	\$ 4,680.00	
7.2.4	Final Report	4	16						40		64	\$ 11,720.00	
	Total Hours	19	105	40	339	513	916	54	364	68	2,568		
											Total PE Cost (Tasks 1-6)	\$ 317,730.00	
											Total C.E. Cost (Task 7 Only)	\$ 908,980.00	



BA20231333179



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No.: BA20231333179

Date Filed: 8/25/2023

B2061-7287 08/25/2023 10:46 AM Received by California Secretary of State

Entity Details			
Corporation Name	STC TRAFFIC, INC.		
Entity No.	2599032		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	5973 AVENIDA ENCINAS, SUITE #218 CARLSBAD, CA 92008		
Mailing Address of Corporation			
Mailing Address	5973 AVENIDA ENCINAS, SUITE #218 CARLSBAD, CA 92008		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	5973 AVENIDA ENCINAS, SUITE #218 CARLSBAD, CA 92008		
Officers			
Officer Name	Officer Address	Position(s)	
<input checked="" type="checkbox"/> JASON STACK	5973 AVENIDA ENCINAS, SUITE #218 CARLSBAD, CA 92008	Chief Executive Officer, Chief Financial Officer, Secretary	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
<input checked="" type="checkbox"/> Jason Stack	5973 AVENIDA ENCINAS SUITE 218 CARLSBAD, CA 92008		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	JASON STACK		
Agent Address	141 SANFORD STREET ENCINITAS, CA 92024		
Type of Business			
Type of Business	TRAFFIC ENGINEERING AND TRANSPORTATION		
Email Notifications			
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.		
Labor Judgment			
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.			

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Jason Stack

08/25/2023

Signature

Date