



AGENDA REPORT

Meeting Date: April 1, 2008
Item Number: F-12
To: Honorable Mayor & City Council
From: Ara Maloyan, Deputy City Engineer 
Subject: **APPROVAL OF AN AGREEMENT WITH ITERIS, INC. FOR CONSULTANT SERVICES TO DESIGN AND INSTALL TRAFFIC ENGINEERING CLOSED CIRCUIT MONITORING SYSTEM (SMART SIGNAL CCTV) AT NINE MAJOR INTERSECTIONS WITHIN BEVERLY HILLS; AND APPROVE ISSUANCE OF A PURCHASE ORDER TO ITERIS, INC. IN THE AMOUNT OF \$352,620 FOR THE PROJECT**

Attachments:

1. Agreement
2. Location map

RECOMMENDATION

Staff recommends that the City Council: 1) approve an agreement with Iteris, Inc. for consultant services related to design and installation of "Smart Signal" cameras at nine major intersections for the purpose of traffic management in the amount of \$306,620, 2) Authorize a 15% contingency amount of \$46,000 to make minor changes in the contract as needed, and 3) Approve issuance of a purchase order in the amount of \$352,620.

INTRODUCTION

This report is a request for the approval of an agreement with Iteris, Inc. to design and install Closed Circuit traffic monitoring system capable of providing live video images from nine major intersections as follows:

Wilshire Blvd. and La Cienega Blvd.
Wilshire Blvd. and Robertson Blvd.
Wilshire Blvd. and Beverly Drive
Wilshire Blvd. and Santa Monica Blvd.
Olympic Blvd. and Robertson Blvd.
Olympic Blvd. and Beverly Drive
Olympic Blvd. and Spalding Drive

Sunset Blvd. and Foothill Road
Sunset Blvd and Beverly Drive

These images would be transmitted to City's Traffic Management Center (TMC), located in the Public Works building, to assist the staff with better management of the traffic signal system.

DISCUSSION

In March 2004, the City Council approved a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (METRO) accepting \$347,000 for the design, acquisition, construction, and installation of Closed Circuit Television (CCTV) cameras. As required by the METRO, the project was to be funded by 65% grant monies and 35% local match monies. Based on the cost estimates at that time, the total project cost was \$534,000 (\$347,000 funded + \$187,000 in local match).

Authorization and implementation of this MOU was delayed by the METRO for over two years due to the State's funding shortfall which resulted in the re-evaluation of approved transportation projects. In June 2006, the funding was re-obligated but the funding source was changed from "local Proposition C" account to "State Transportation Program (STP) account. This necessitated execution of a new Letter of Agreement (LOA) between the City and the METRO, and staff began processing necessary documentations with the METRO and with California Department of Transportation (Caltrans) to start the project design and establish funding.

In October 2007, a Request for Proposals (RFP) was distributed to over ten national companies specializing in CCTV and Intelligent Transportation Systems (ITS). The companies were given 30 days to submit their proposals to design and install CCTV cameras at nine selected intersection. On November 27, 2007, three proposals were received from the following companies:

Metro Video System/KHA
Siemens ITS
Iteris, Inc.

Staff invited participating companies for interview and system demonstrations. After a detailed review of the three proposals and technical capabilities of the firms and their proposed systems, Iteris, Inc. was selected as the top candidate. This selection was based on this firm's demonstration of technical merit in other communities both in California and elsewhere in the country. Furthermore, Iteris, Inc.'s proposal is offering a CCTV system fully adoptable to the City's existing signal system thus ensuring a smooth and cost effective addition of CCTV capabilities with potential future expansions.

After the City Council's approval of this agreement, Iteris, Inc. will begin the design process during March and April of 2008. Meanwhile, staff will seek authorization from the funding agency Caltrans to begin construction (installation of cameras). It is estimated that by November of 2008, all nine CCTV cameras would be operational and live video images would provide a valuable feature for more efficient and "Smart" traffic signal operation.

FISCAL IMPACT

This project is included in the FY 2007-2008 Capital Improvement Program:

DEPT	FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE	AMOUNT
35	06	367	35-06-0367	Infrastructure Capital Fund	\$ 352,620.00
TOTAL					\$ 352,620.00

Staff is requesting \$352,620 for the payment of the consultant services to be provided by Iteris, Inc. The City shall submit Monthly Progress Reports to "Caltrans" for reimbursement of actual to date expenditures based on 65% State fund-35% local match agreement that was previously adopted by the City Council.

A contingency allowance in the amount of \$46,000 has been included in the total purchase order amount of \$352,620. Any change orders that require expenditures from this allowance shall be made only upon written request in accordance with the Administration Regulation regarding change orders.

The consultant services will consist of the following main items:

Project Management	\$ 20,720
Design and PS&E	\$ 76,800
Procurement, Installation, testing	\$189,100
System Integration to City's signal system	<u>\$ 20,000</u>
Total consultant services costs per agreement	\$306,620
Contingency allowance	<u>\$ 46,000</u>
Total purchase order requested	<u>\$352,620</u>



Scott Miller
Finance Approval



David Gustavson
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
ITERIS, INC. FOR CONSULTANT SERVICES TO DESIGN AND
INSTALL TRAFFIC ENGINEERING CLOSED CIRCUIT
MONITORING SYSTEM (SMART SIGNAL CCTV) AT NINE MAJOR
INTERSECTIONS WITHIN BEVERLY HILLS

NAME OF CONSULTANT:	Iteris, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Abi Mogharabi, Principal
CONSULTANT'S ADDRESS:	707 Wilshire Boulevard, #4810 Los Angeles, CA 90017-3610
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Bijan Vaziri, Traffic Engineer
COMMENCEMENT DATE:	Upon receipt of a Notice to Proceed from City
TERMINATION DATE:	November 30, 2008, unless extended pursuant to Section 2 of the Agreement
CONSIDERATION:	\$306,620 based on the fee schedule set forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
ITERIS, INC. FOR CONSULTANT SERVICES TO DESIGN AND
INSTALL TRAFFIC ENGINEERING CLOSED CIRCUIT
MONITORING SYSTEM (SMART SIGNAL CCTV) AT NINE MAJOR
INTERSECTIONS WITHIN BEVERLY HILLS

THIS AGREEMENT is entered into between the City of Beverly Hills, a
municipal corporation, ("City") and Iteris, Inc. ("Consultant").

RECITALS

A. The City desires engineering assistance for its public works staff in order
to assist in the design and installation of a Smart Signal CCTV monitoring system at 9 major
intersections ("Project").

B. The City desires to engage the Consultant to design, develop, procure
equipment, install and maintain traffic engineering monitoring capabilities at the City's Traffic
Management Center(TMC) located at the Public Works building.

C. City desires to hire a qualified consultant to provide such technical advice.

D. Consultant represents that it has the professional qualifications to provide such
professional services and City desires to retain Consultant to perform such services.

NOW, THEREFORE, City and Consultant hereto agree as follows:

Section 1. Consultant's Services. Consultant shall perform the services
described in Exhibit A, attached hereto and incorporated herein by this reference in a manner
satisfactory to City and consistent with that level of care and skill ordinarily exercised by
members of the profession currently practicing in the same locality under similar conditions.
Consultant shall not perform additional work beyond the scope of services set forth in Exhibit A
of this Agreement without the prior written authorization of City.

Section 2. Time of Performance. Time is of the essence. Consultant shall
perform the services on or by the Termination Date set forth above. Consultant shall commence
its services under this Agreement upon receipt of a Notice to Proceed from City. Consultant
shall complete the performance of services as set forth in Exhibit A. Any adjustment to this

performance deadline shall be made only by proper written agreement between Consultant and the City Manager or his designee.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and based on the fee schedule set forth in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 5. Assignment. Consultant shall not assign or attempt to assign any portion of this Agreement without the prior written approval of City.

Section 6. Responsible Principal(s).

(a) Consultant's Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible by Consultant shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of City.

Section 7. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 9. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General

Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the services required by this Agreement.

(c) Consultant shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, a policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(d) Consultant agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) Consultant shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(h) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by Consultant shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. Consultant agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any person employed by Consultant in the performance of this Agreement.

Section 11. Termination.

(a) City may cancel this Agreement at any time upon five (5) days written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

Section 12. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's services.

Section 13. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 14. Disadvantaged Business Enterprises (DBE). This project is federally funded and it is subject to Title 49, Part 23, Code of Federal Regulations, (49CFR23), entitled "Participation by Minority Business in Department of Transportation Programs). The City has filed the following goal with the funding agency (California Department of Transportation) for "DBE" participation for this project:

DBE GOAL TEN (10%) Percent

It is the Consultant's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available subcontractors and suppliers, so as to assure meeting the goals of "DBE" participation. A copy of City's DBE application and certification is available in the City Engineer's office.

Section 15. Conflicts of Interest. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

Section 16. Changes in the Scope of Work. The City shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by Consultant must be made in writing and approved by both parties.

Section 17. Notice. Any notice required to be given to Consultant shall be deemed duly and properly given upon delivery, if sent to Consultant postage prepaid to the Consultant's address set forth above or personally delivered to Consultant at such address or other address specified to City in writing by Consultant.

Any notice required to be given to City shall be deemed duly and properly given upon delivery, if sent to City postage prepaid to City's address set forth above or personally delivered to City at such address or other address specified to Consultant in writing by City.

If to Consultant : Iteris, Inc.
707 Wilshire Boulevard #4810
Los Angeles, CA 90017-3610
Attn: Abi Mogharabi, Ph.D., P.E.

If to City: City of Beverly Hills
Department of Public Works
345 Foothill Road
Beverly Hills, CA 90210
Attn: Bijan Vaziri, Traffic Engineer

Section 18. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 19 Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 20. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 21. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____, 200 __, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

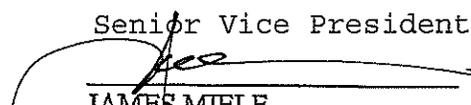
ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT:



ALAN CLELLAND
Senior Vice President



JAMES MIELE
Chief Financial Officer

[signatures continue]

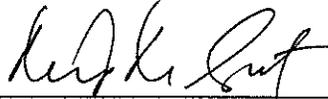
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK



Design and Installation
of CCTV at 9 Major
Intersections

DETAILED SCOPE OF WORK

The following section presents a brief summary of the Iteris/Crosstown proposed technical approach for the project development. The goal of this project development is to deploy a state-of-the art and fully operational CCTV system. This can be done in four stages as depicted below.

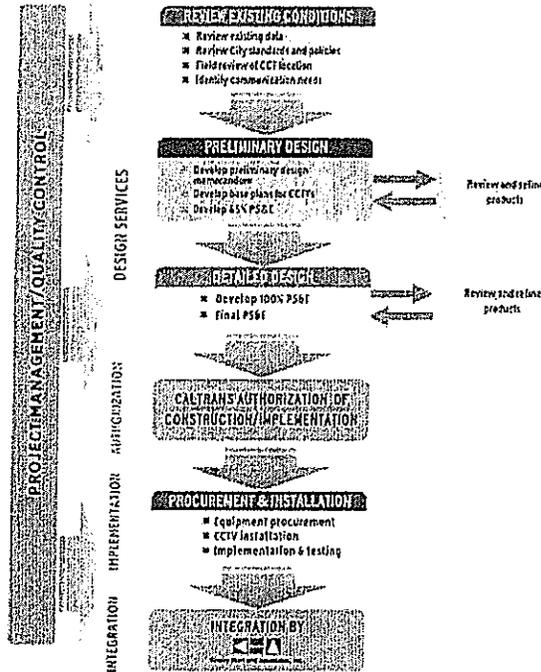
The following section describes in detail, our proposed work scope, work plan and deliverables for performing the work specified in the RFP for this project. This detailed scope of work was developed based on our understanding of the project components, our discussions with City staff and our experience on similar projects. We propose the following tasks that will be performed during the project development process.

- Task 1. Project Management
- Task 2. Design Services
- Task 3. Procurement
- Task 4. Implementation
- Task 5. Integration

For each task, the task objective, activities and deliverables (products) have been presented. A graphical illustration of our proposed work plan depicting the inter-relationship between tasks/subtasks was shown in Figure 1. All deliverables will be submitted to the City in both hard copy and electronic format for review and approval. We have sufficient resources to meet the City's proposed schedule as shown in Figure 2

DETAILED SCOPE OF WORK

Figure 1 Project Development Process

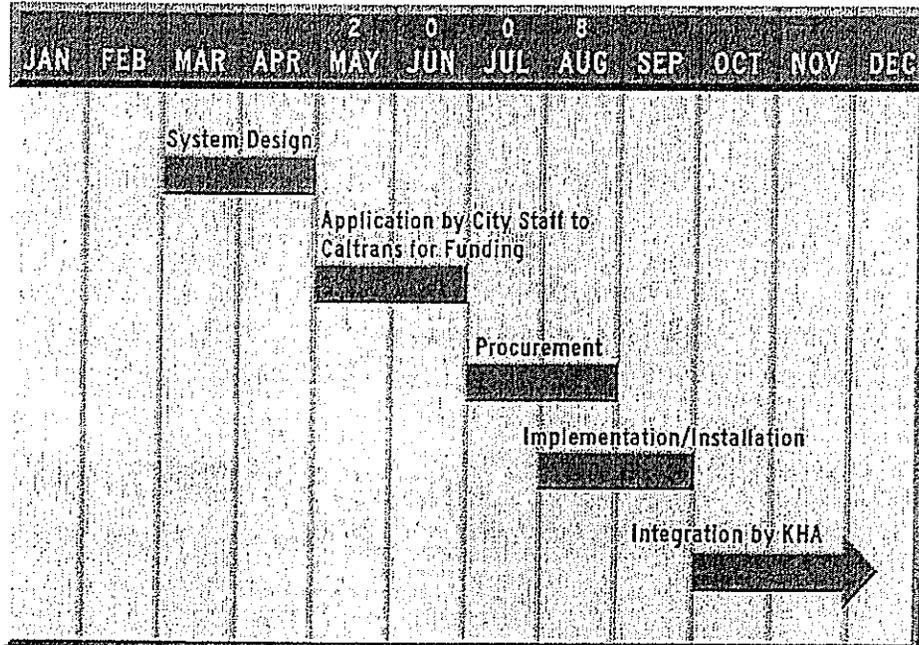


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Design and Installation of CCTV at 9 Major Intersections

Figure 2 Project Development Schedule



DETAILED SCOPE OF WORK



Design and installation
of CCTV at 9 Major
Intersections

Task 1. Project Management

Iteris strongly believes that excellent project management is essential in the successful completion of any project. Successful completion does not only mean finishing the project but also completing the project to the client's satisfaction within budget and on schedule.

Project Management Methodology

Iteris has a history of successful administration of projects. Through many years of experience, Iteris has developed a methodology that has proven effective in measuring progress, anticipating problems, reacting quickly to changes in the requirements, and maintaining schedule integrity.

Iteris's project management is designed with checks and balances that have resulted in our impressive track record of successful projects. Our project management objectives are developed to:

- Provide a complete and comprehensive technical description and work definition for the entire project;
- Develop a viable, comprehensive cost and schedule plan that reflects the planned performance of the work;
- Establish a comprehensive control system that provides the necessary status information to the project team, the City of Beverly Hills, and Iteris management;
- Identify problem areas early and initiate corrective action;
- Communicate information to the City of Beverly Hills on a regular and timely basis;
- Ensure thorough documentation through an effective Quality Assurance / Quality Control process;

Performance Monitoring

Monitoring of technical performance, schedules, and costs using a combination of automated and manual techniques provides an early indication of any deviation from planned performance. The earlier a deviation from the plan can be identified, the easier it is to implement the required corrective actions. The following activities are performed:

- Monitor and control performance with respect to schedule performance and analyze the impact of delays and cost alternatives. Actual project performance is periodically compared to planned project performance to identify deviations or areas of concern.
- Facilitate the assessment of work progress in terms of project milestones, work completed, percent in process, and dependence on future project tasks. The Project Manager, Mr. Abi Mogharabi, will frequently hold informal discussions with individual project personnel on specific tasks in addition to the regularly scheduled project team meetings. In addition, a detailed project schedule will be created using MS Project, which assists in the tracking of schedule versus percent complete.

Monthly Progress Report

Mr. Mogharabi will submit a monthly written progress report to the City of Beverly Hills and Iteris management. In this report, Mr. Mogharabi will discuss activities conducted during the previous calendar month.

DETAILED SCOPE OF WORK



Design and Installation
of CCTV at 9 Major
Intersections

Typical subjects covered in this report include the following:

- Summary of activities during the month
- Planned activities for the next month
- Concerns or problems encountered and planned solutions
- Assignment of or changes in key personnel
- Up-to-date project schedule
- Status of subcontractors
- Status of open items
- Status of contract variance or extra work requests
- Closed items
- Status of deliverables

Project Kick-off Meeting

Shortly after receipt of Notice to Proceed, a project kickoff meeting will take place, which will be attended by representatives from the Iteris team, the City of Beverly Hills, and other Stakeholder Partners as appropriate. The purpose of this meeting will be to ensure that participants understand and support the goals and the plan to achieve them.

Project Status Meeting

Iteris will discuss the progress report in a joint teleconference and/or in face-to-face meetings with the City of Beverly Hills – the forum for this meeting will be at the discretion of the City of Beverly Hills Project Manager. Mr. Mogharabi will supervise current activities, discuss concerns, report on milestones, evaluate future technical and financial requirements, and obtain feedback from the City of Beverly Hills. These conferences are planned to promote open communication between the City of Beverly Hills and Iteris.

Management Review Meeting

Mr. Alan Clelland is committed to:

- Maintaining a proper environment for the successful execution of the project
- Providing Mr. Mogharabi with adequate resources
- Monitoring the effectiveness of Mr. Mogharabi and the project team

For these reasons, internal management review meetings are held monthly for each project. Current status is reviewed against the current project schedule and, most importantly, changes from baselines reported in the previous management review meeting are noted.

Project Quality Assurance / Quality Control (QA/QC)

Iteris's ability to implement high-quality deliverables is a result of our adherence to a quality assurance program that ensures accuracy, product usability, and an overall commitment to product excellence and user satisfaction. The Iteris Project Manager ensures the team commitment to these objectives by identifying goals at the outset of the project and monitoring the product implementation and delivery process. We strive to improve the processes and tools we use to provide high-quality products and services.

The Iteris team will develop meeting notes after every meeting. A draft copy of the meeting notes will be submitted by the Iteris team to the City's Project Manager for review and approval prior to disbursement to the meeting attendees. These meeting notes, which capture the items covered and decisions made, will assist with the tracking of discussions and decisions throughout the project progress, as well as the identification of action items.

DETAILED SCOPE OF WORK



Design and Installation
of CCTV at 9 Major
Intersections

Task 2. Design Services

Task 2.1 – Camera Site Verification

The Iteris team will complete a detailed field review of the proposed camera locations. This will be followed by a meeting with City staff in a workshop setting to scope each camera location to discuss potential site specific elements of each location.

Task 2.2 – Camera Location Verification

The Iteris team will review and verify each proposed camera location.

The review and verification will include:

- Determination of exact camera location relative to easily identified reference points.
- Description of probable camera views and possible view obstructions.
- Opinion on whether camera location will result in any operational or maintenance problems.
- Description of communication alternatives and limitations associated with the camera site.
- Recommended location adjustments based on camera accessibility, power source availability, anticipated camera views, communication, and utility avoidance.

Task 2.3 – Communication Path and Media Verification

The Iteris team will review each camera site to determine a cost-effective means of communication and optimal communication path between the camera and the applicable City of Beverly Hills traffic management center. It is anticipated the communication will be provided by an existing network of twisted pair copper cable. Iteris will investigate the controller cabinets at each of the nine intersections and identify the space availability for placement of the needed equipments. It is anticipated the cabinets have enough room to place the equipments inside or attach to the side of cabinets using a NEMA box.

Task 2.4 – Preliminary Design

Based on the results of Tasks 2.1 thru 2.3, Iteris will prepare a Preliminary Design Report (PDR) to discuss the final approach in developing the PS&E and CCTV installation and implementation. The report will include:

- Optimum placement of CCTV cameras
- Optimum placement of camera and communication equipments
- Communication routing
- Optimum transmittal scheme
- Integration issues, if any

The report will be submitted to the City and will be discussed in a workshop setting for approval. Iteris has made a preliminary investigation of the CCTV intersections and identified the preliminary best location for placement of cameras. In some cases, as shown in Figure 3 a bucket truck survey is needed to identify the optimum location. We will coordinate with the City staff to arrange the bucket truck survey for this purpose. We assume that the City will provide the truck and accompany us a person to conduct the survey. We also, in cooperation with City staff, investigated a cursory review of the space availability in existing controller cabinets as shown in the same figure. Additionally we will identify the required devices and network configuration for discussion with City staff, Figures 4A, 4B and 5 depict a preliminary identification of the network architecture, its concept of operations and preliminary TMC integration. Our fee proposal is prepared to cover the PS&E development and procurement and implementation of the devices and the network shown in these figures.

DETAILED SCOPE OF WORK

Figure 3 Preliminary Candidate CCTV Camera Locations

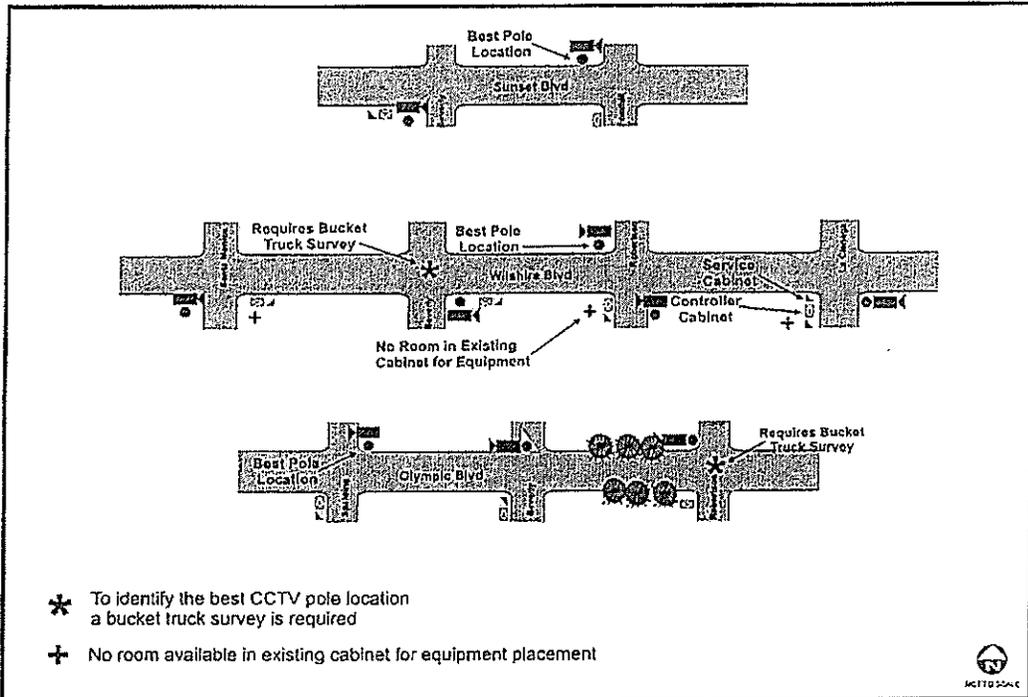
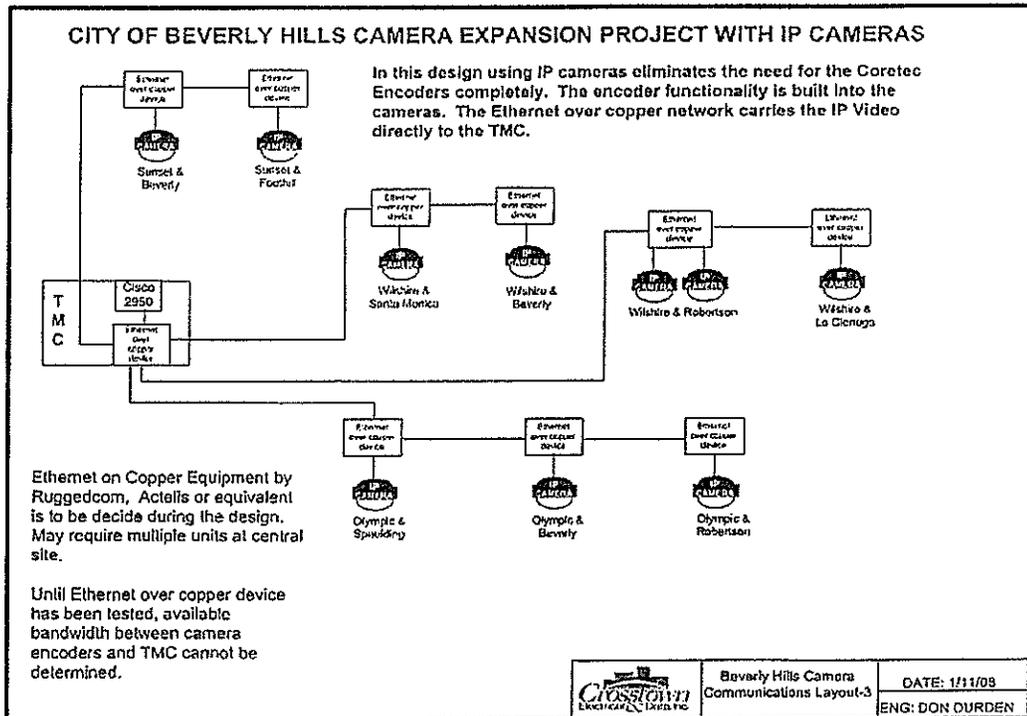


Figure 4A Preliminary CCTV and Communication Design



Design and Installation of CCTV at 9 Major Intersections

DETAILED SCOPE OF WORK



Design and Installation of CCTV at 9 Major Intersections

Figure 4B Preliminary CCTV and Communication Design

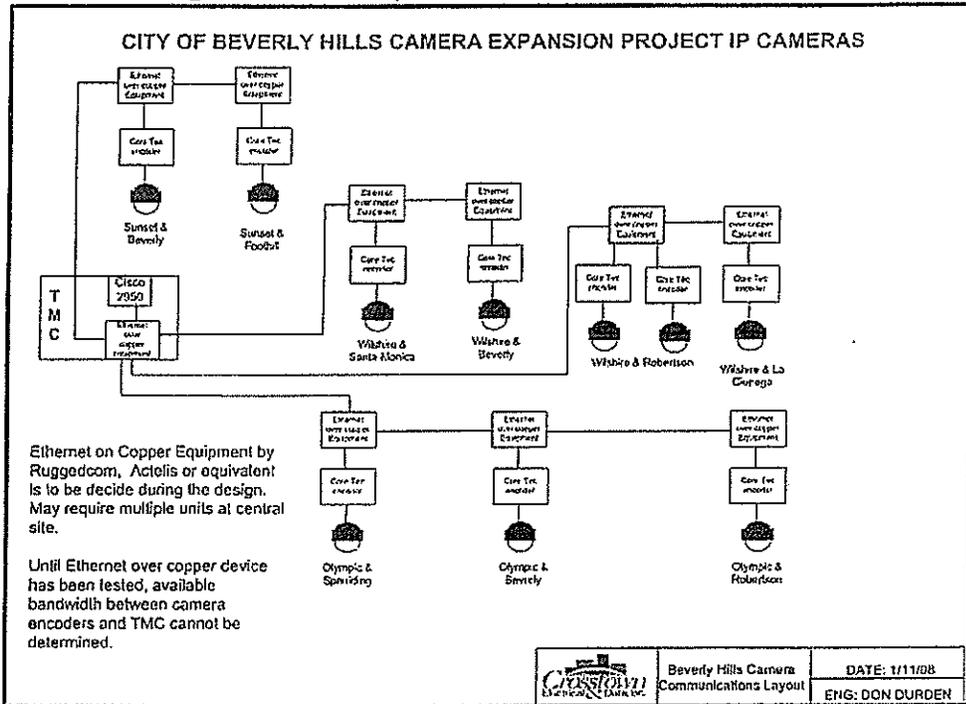
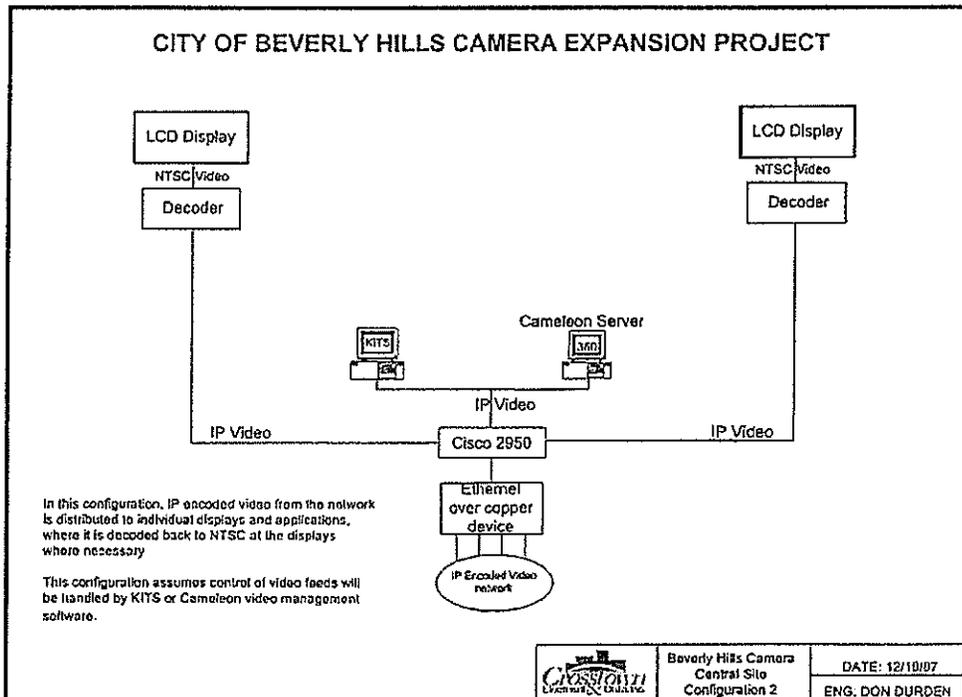


Figure 5 Preliminary TMC Integration



DETAILED SCOPE OF WORK



Design and Installation
of CCTV at 9 Major
Intersections

Task 2.5 – Plans, Specifications and Estimates (PS&E)

The Iteris team will prepare a complete construction bid package for the camera field deployment planned by City of Beverly Hills. The Iteris team will submit plans, special provisions, and estimates at 60%, 90%, and 100% design stages. The plan sheets, details, specifications, quantities, unit pricing, etc., pertaining to this project, will be designed using English units. City of Beverly Hills will provide as-built plans and/or aerial photographs for the selected camera locations where available. Listed below are descriptions of the PS&E package to be developed by the Iteris team.

Task 2.5.1 – Base Mapping

The Iteris team will develop the base mapping that will be used for the construction drawings using as-built drawings, aerial photographs, or field sketches. The Iteris team will also document potential public and private utility conflicts.

Task 2.5.2 – 60% Design Documents

The Iteris team will prepare and submit 60% design documents for City of Beverly Hills review. The 60% design documents will substantiate that the design is progressing, and that adequate coordination is being provided between the various technical areas. Information submitted in the 60% design will be sufficient to conduct a constructability "plan-in-hand" in-office walkthrough between the Iteris team and City of Beverly Hills staff. The 60% plan set is expected to consist of the following sheets:

- Title/Cover Sheet (1)
- General Notes/Details (2)
- Camera Location Layout with Power and Communication (6 or less, depending on the agreed scale)
- Communication Details (1)

Task 2.5.3 – 90% Design Documents

The Iteris team will prepare the 90% design documents. The Iteris team will thoroughly review and check plans and other design documents. The Iteris team will resolve comments received from City of Beverly Hills on the 60% submittals. The Iteris team will include all necessary information and detail in the 90% design submittal to permit bidding and construction of the system. The 90% design document submittal will include:

- Plans
- Construction details and notes
- Special provisions
- Quantities
- Opinion of probable cost for the project

Task 2.5.4 – Special Provisions

The Iteris team will prepare and submit the special provisions for the project not covered in the City of Beverly Hills Standard

- Central communication/networking cables and equipment
- Electrical power service
- Conduit
- Field communications cable
- Field CCTV equipment
- Field communications equipment

Task 2.5.5 – 100% Final Design Documents

DETAILED SCOPE OF WORK



Design and Installation
of CCTV at 9 Major
Intersections

The Iteris team will prepare the final design PS&E package. This final package will consist of a complete stamped and signed reproducible set of full-size construction plans, special provisions, bidding schedule, and cost estimates ready for Caltrans review and approval. This approval is needed to allocate the construction funds.

Task 3. Procurement

Upon completion of the PS&E package and its approval by the City and Caltrans, Crosstown will procure and deliver the specified equipment: The devices assumed to be needed for this project are identified Figures 5.4 and 5.5. The devices will have up to five years warranty per the City's request. A separate maintenance agreement will be made for non-warranted devices and communication network if desired by the City.

Task 4. Implementation

Implementation (CCTV installation, communication connections, and installation settings) will be done by Crosstown. The installation will be done per the approved PS&E and under the City staff inspection. Upon completion of the system implementation the appropriate testing will be done. The test plan will be submitted to City staff for approval prior to performance testing. The tests will include both equipment and supporting communication links. Video feeds will be provided at the TMC for integration with the City's KITS traffic control system. A preliminary investigation of the implementation strategy revealed that there might be a possibility of conflict between the Pelco management software with CoreTec encoders So we have not included the video management software, server platform or server software in this proposal.

Task 5. Integration

Per the City's instruction, the integration of the video images with Kits will be done by Kimley Horn and Associates (KHA) under a sub contract with Iteris. We will coordinate the network implementation activities with KHA staff for a high-quality and smooth integration. The required integration testing will be also performed by KHA staff. Additionally we will integrate the video images with the Public Work's workstation through another camera management software.

EXHIBIT B-1

FEE SCHEDULE

City shall compensate Consultant for the satisfactory performance of services the amount of Three Hundred Six Thousand Six Hundred Twenty Dollars (\$306,620) based on the fee schedule set forth below.

FEE SCHEDULE



Design and Installation
of CCTV at 9 Major
Intersections

FEE SCHEDULE

The fee proposal has been developed based on The City's requested requirements and the following assumptions. In case that any of these assumptions did not materialize during the detailed field investigation and/or review of the documents supplied by the City, the design and installation scope and its supporting fee will be modified.

- The design and installation will be done for 10 CCTV cameras. These cameras will be installed atop existing signal poles or attached to the pole standard via the manufacturer's brackets.
- Intersection conduits have sufficient space to place the camera and power cables from the camera to the signal controller cabinets. In case there is not sufficient space, wireless means may be employed.
- Signal controller cabinets have sufficient space to place the supporting camera and communication equipment. We have assumed that two cabinets may not have enough space.
- Existing twisted pair cables have sufficient and operable spare wire shown in to be capable of transmitting Ethernet data format from the local controller cabinets to the TMC.
- This proposal only encompasses the design of cameras, network communication hardware, encoders and decoders and their installations per the description and quantities stated below and as indicated on the Crosstown, Inc. cost proposal. The furnishing and delivery of the Pelco management software has not been included. However additional management software (Cameleon 360), cameleon server and a 52" LCD monitor have been included as part of this fee proposal.

EXHIBIT B-1

FEE SCHEDULE



Design and Installation
of CCTV at 9 Major
Intersections

Fee Schedule

Item No.	Description	Unit Quantity	Fee
Task 1 by Iteris	Project Management	<ul style="list-style-type: none"> • Project Duration • A maximum of 10 design sheets and specifications • Provide and Install CCTV cables to encode • Provide and Install Ethernet over twp equipment (Actellis 130 or other comparably priced equipment) • Provide and Install Ethernet over twp equipment (Actellis 624 or other comparably priced equipment) • Provide and Install Ethernet over twp equipment (Actellis 688 or other comparably priced equipment) • Provide and Install CoreTec Video Encoders 4400EH at 10 camera sites 	\$20,720
Payment 1) Percent Complete Monthly			
Task 2 by Iteris	Design- 10 CCTV and communications plan sheets and Specifications		
Payment 2) Completion of Task 2.4 and PDR submittal	Preliminary Design		\$30,720
Payment 3) Completion of Task 2.5.2 60% Design submittal	60% PS&E		\$30,720
Payment 4) Completion of 2.5.5 Final Design submittal	Final PS&E		\$15,360
Task 3 and 4 by Crosstown	Furnishing , Installation, Implementation and testing		
Payment 5)	Furnish and install Pelco Come Cameras		\$73,280
Payment 6)	Furnish and install ADSL modems for copper network		\$35,327
Payment 7)	Furnish and install Cortetec Encoder and Decoders	\$55,240	
Payment 8)	Furnish and install 360 Surveillance Cameleon V4 server and software	\$20,478	
Payment 9)	Furnish and install Samsung 52" LCD Display Model # LN-T5271F	\$4,775	

FEE SCHEDULE



Design and Installation
of CCTV at 9 Major
Intersections

Item No.	Description	Unit Quantity	Fee
		<ul style="list-style-type: none"> • Provide and Install CoreTec Video decoders 4400DH at central site • Provide and install External Equipment Cabinets for locations without space in existing 334 cabinets • Cameleon V4 Server (Server Hardware, Base Software and 20 licenses) • Cameleon V4 20 license pak for cameras and clients • Cameleon Server and workstation commissioning and training (days) • Samsung 52" LCD Display Model # LN-T5271F 	
	Sub-Total Task 3 and 4		\$189,100
	Total Tasks 1, 2, 3, 4		\$286,620
Task 5	Integration by KHA		\$20,000
	Grand Total -Lump Sum		\$306,620

EXHIBIT B-1



March 7, 2008

Mr. Abi Mogharabi
Iteris, Inc.
707 Wilshire Blvd Suite 4810
Los Angeles, CA 90017

Dear Mr. Mogharabi:

Crosstown Electrical and Data, Inc. is pleased to present a revised quotation for the City of Beverly Hills CCTV Project.

Cost Breakdown:

1	Furnish and install Pelco Dome Cameras	\$73,280.00
2	Furnish and install ADSL modems for copper network	\$35,327.00
3	Furnish and install Cortetec Encoder and Decoders	\$55,240.00
4	Furnish and install 360 Surveillance Cameleon V4 server and software.	\$20,478.00
5	Furnish and install Samsung 52" LCD Display Model # LN-T5271F	\$4,775.00
6	Design Coordination	\$5,000.00
	Total	\$194,100.00

The price to perform this work is **\$194,100.00**.

Note: This proposal includes the additional camera and encoder for the Wilshire and Robertson intersection, the Cameleon Video Management server, software, clients, installation & training and the additional 52" LCD display for the TMC.

Please call me if you have any questions concerning this quotation.

Sincerely,
Don Durden
Donald J. Durden
Senior Systems Engineer

EXHIBIT B-1

EXHIBIT B-2
PAYMENT

Consultant shall submit an itemized statement and a written status report to City for each satisfactorily completed task, which shall include documentation setting forth in detail a description of services rendered and the hours of service for each such task. City shall pay Consultant the amount of billing for each completed task within thirty (30) days of receipt of same.

Handwritten signature and date: 3/10/08
Handwritten signature and date: 3/10/08



CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
 Authorized Insurance Representative

AGENCY: _____

TITLE: _____
 ADDRESS: _____

EXHIBIT C

RM02.DOC REVISED 10/14/96.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
LOS-000609968-02

PRODUCER

Marsh Risk & Insurance Services
4695 MacArthur Court, Suite 700
(949) 399-5800
License #0437153
Newport Beach, CA 92660

440980-02-02-07-08

INSURED

Iteris, Inc. and
Iteris, Inc. dba Meyer, Mohaddes Associates
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A Federal Insurance Company
- COMPANY
B Illinois Union Insurance Company
- COMPANY
C
- COMPANY
D

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	3584-36-85	04/01/07	04/01/08	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> \$10,000 Deductible				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> per occurrence				MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/>				
A	AUTOMOBILE LIABILITY	7354-64-48	04/01/07	04/01/08	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> \$1,000 Ded Comp/Coll				
<input type="checkbox"/>					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	7984-38-85	04/01/07	04/01/08	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7171-96-54	04/01/07	04/01/08	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EACH EMPLOYEE \$ 1,000,000
B	OTHER	G21656045 004	04/01/07	04/01/08	Limit 5,000,000
	Professional Liability				Aggregate 5,000,000
	Claims-Made Form Retro Date 1-1-91				Deductible 50,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Description: Design and installation of CCTV monitoring system at 9 major intersections

CERTIFICATE HOLDER

Beverly Hills, City of
Department of Public Works
345 Foothill Road
Beverly Hills, CA 90210

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
Marsh Risk & Insurance Services
BY: John Graef

J. Graef

MM1(3/02)

VALID AS OF: 01/29/08

