

PROFESSIONAL SERVICES AGREEMENT
[On-Call Traffic Engineering Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this ____ day of _____, 2025 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and HARTZOG & CRABILL, INC., a California corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Hartzog & Crabill, Inc.
17821 East 17th St, Suite 245
Tustin, CA 92780
Attn.: Todd Hartzog

Telephone: 714-731-9455
E-Mail: todd@hartzog-crabill.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"

HARTZOG & CRABILL, INC.,
a California corporation

*By: 
Printed Name: Gerald J. Stock
Title: Executive Vice President/Secretary

*By: 
Printed Name: Todd Hartzog
Title: Vice President/Treasurer

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

- *NOTE:**
- City requires the following signature(s) on behalf of the Contractor:
(1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

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EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

SECTION III

SCOPE OF WORK

RFP NO. 24-25.24

SECTION III: SCOPE OF WORK

All work shall be conducted on an as needed basis when requested in writing by the City Traffic Engineer or designated representative and according to the timeframe specified by the City. Work performed by the Consultant that has not be specifically identified and authorized by the City, will not be compensated.

The scope of work includes, but is not limited to:

- Traffic studies for capital projects
- Traffic and/or parking study review for private developments
- Traffic signal design
- Traffic control plan preparations
- Plan check for capital/development projects and traffic control plans
- Street light design and plan check
- Signing and striping plan preparation and plan check
- Traffic signal and street lighting construction inspection
- Construction management and construction engineering
- Technical support for funding and grant application
- Grant funding oversight
- Intelligent transportation systems (ITS) design
- Traffic signal timing and coordination studies
- Traffic counts and data collection
- Neighborhood traffic calming studies, warrant studies, and traffic investigations
- Special studies, civil design, and on-site support services may be requested
- General municipal traffic engineering services

The City of Orange manages 160 traffic signals, over 8,000 streetlights, over 20 miles of fiber optic network, the Traffic Management Center (TMC), radar feedback signs, pedestrian crossing and overhead flashers, and other devices to facilitate the safety of the public and efficiency of traffic. The City of Orange expects consulting firms to have thorough knowledge in traffic signal, ITS systems, street light design to perform required services. Firms are also expected to understand federal/state/local funding and policies, as well as Orange County Transportation Authority (OCTA) Comprehensive Transportation Funding Program (CTFP) requirements. The ideal firm(s) will have expertise in the areas above or may specialize in one or more subareas and will be capable to provide technical services associated with the general traffic engineering needs of the City of Orange.

All design work and improvement plan check services shall be performed by or under the responsible charge of a California License Professional Engineer (Civil, Traffic, and/or California License Land Surveyor as applicable) eligible to prepare and sign such plans. Successful firms will be required to enter into the City's standard professional services agreement (attached) and obtain an Orange business license. Any changes requested to the City's standard agreement must be noted in the response to the RFP for the City's consideration.

Each specific assignment under an on-call engineering services contract will be compensated on either lump sum or time-and-materials basis. The method of compensation will be specified in writing by the City at the time the assignment is given.

Generally, response times related to plan checks for the initial review shall be completed within **ten (10) working days**, unless otherwise directed by the City. Each subsequent plan check shall be completed within 5 working days unless otherwise directed by the City.

The scope of work will vary by project, and will be further defined in a project specific request by the City of Orange, but may generally include the following:

- **Design Plans** – Develop or assist with development of final design plans associated with traffic signals and street light systems. These plans include, but are not limited to: traffic signal plans, Intelligent Transportation Systems plans, traffic signal interconnect plans, and street light plans.
- **Program Management / Construction Management / Construction Inspection** – Services related to the City's Capital Improvement Program, which will typically include traffic signal and street light improvements, but may also include ancillary roadway rehabilitation, roadway widening, ADA access and handicap ramps, parkways, drainage and drainage structures, storm drain utilities, signage and striping, parks, and other miscellaneous facilities. A thorough understanding of the NPDES regulations and grant regulations, including Federally funded program compliance is required. Project manager and inspector must be able to coordinate with outside agencies such as adjacent cities, Caltrans, and various utility companies.
- **Transportation Analysis** – Specialized traffic studies to assess proposed projects within a short time frame. Typical studies would include travel demand or traffic forecasting of proposed roadways, street widening or intersection improvement projects. Studies will analyze diversion of traffic due to substantial long term construction projects. Analysis will incorporate pedestrian and bicycles. Additional studies could be needed to provide technical support for grant and funding applications.
- **Traffic Signal Corridor Coordination Studies** – Conduct studies that analyze the performance of traffic signal timing on street corridors. These studies shall include before and after analysis to quantify the level of improvement to the expected as a result of the project.
- **Simulation Modeling** – Provide computer simulation of corridors or road networks as needed utilizing microsimulation software. Training may also be included with these projects.
- **Traffic Counts** – Perform data collection as needed within short time frames including ADT's, 12-hour counts, intersection turning movement counts, occupancy rates, speed/delay runs, pedestrian and bike counts, parking turnover, etc.
- **Statewide Planning Efforts** – Specialized studies and analysis in support of various regional and statewide initiatives involving traffic signal improvements, timing, and coordination.
- **Research and Outreach** – Assist staff in producing reports and making presentations on transportation related topics.
- **Neighborhood Traffic Calming** – Assist staff in processing requests for traffic calming measures. This includes but is not limited to street and neighborhood evaluation, data collection, recommendations, design, and coordination/communication with residents.
- **Review for Private Developments** – Assist staff in reviewing plans and reports for private development projects. This includes but is not limited to: traffic signal plans, striping plans, street light plans, and various traffic studies. Coordination with project owners or design teams on behalf of the City may be requested.

Deliverables

The specific scope of work for each task/project will be provided in a written transmittal from a City of Orange representative along with, in most cases, a follow-up phone call and, if necessary, a meeting to discuss the specific needs of the assignment. Within five business days of receipt of transmittal, the Consultant will be expected to provide the City with a proposed level of support along with a NOT TO EXCEED cost. A fully-executed amendment to the on-call contract may be required along with an authorization to proceed prior to commencement of work.

Consultant is expected to have a close working relationship with City staff and remain very accessible throughout the contract duration. The Consultant shall act as an extension of City staff.

A member of the consulting firm will be required to attend meetings with other jurisdictions, City departments, or public outreach events if an individual project requires extra coordination.

G: QUALIFICATIONS OF PROPOSER'S PERSONNEL (continued)

Mr. David Martorano – Senior Designer

Mr. David 'Dave' Martorano provides assistance to our team in the area of traffic engineering design, including signing & striping design, and traffic control plan preparation. Dave has been with HCI for over (30) years with overall experience in traffic engineering design. His responsibilities with HCI include project research and full AutoCAD design on all traffic-related projects, including traffic signal, interconnect, signing/striping, and traffic control plans.

Mr. Michael Powers - Traffic Signal Systems Specialist

Mr. Michael Powers brings over (30) years of traffic signal experience to the HCI team and will also be involved in requested traffic signal timing and related trouble-shooting & traffic signal observation tasks. Michael is also certified as an International Municipal Signal Association (IMSA) Level III Traffic Signal Technician. Prior to HCI, Michael worked for Siemens (Republic) as a Lead Technician for over (20) years.

Our above personnel are available and headquartered at our Tustin office. As mentioned, Scott is currently performing similar on-call Traffic Engineer and design/plan-checking services for the Cities of Lake Forest and Hermosa Beach; however, his availability to serve the City of Orange is still at 40%. Our other key staff are available to serve the City at minimum 20% and up to 50%.

Anticipated Sub-Consultant

In terms of possible City-requested traffic count data collection, HCI proposes to use National Data & Surveying (NDS) Services, headquartered in Monterey Park, CA to collect required vehicular traffic and pedestrian data as part of City-requested surveys, studies, and investigations. Founded in 1989, NDS was established to deliver accurate and professional solutions to their client's traffic, transit and GIS/GPS data collection needs. NDS has over (35) years of successful operations, and an outstanding team of (100) professional full time employees that have established them as the foremost, full service traffic and transit data collection company on the west coast. NDS is certified as a SBE by the State of California.

HCI has successfully partnered with NDS on numerous data collection projects over the last (27) years, realizing their competitive pricing for their efficient data collection. Projects that HCI has completed with NDS include data collection for numerous stop sign warrant analyses, traffic signal warrants analyses, left-turn phasing/delay warrant studies, citywide E&T speed limit surveys, citywide ADT flow maps, truck classification counts for TI calculations, counts for traffic signal timing development (free & coordinated timing), SYNCHRO Level-of-Service (LOS) operational/queuing analyses, crosswalk analyses, video surveillance, and parking studies. Upon request by the City of Orange, HCI will use NDS to conduct count data collection specific to the requested task(s).

H: WORK PLAN

OVERVIEW AND APPROACH TO CITY REQUESTED SERVICES:

HCI understands the purpose of developing a qualified list of consultants capable of performing this work is to have a ready contract and required insurance in place to streamline the process of contracting for traffic engineering and design work on various projects.

We understand that the City is interested in selecting consultants who have the traffic and civil engineering experience and expertise to provide as-needed traffic engineering services, including traffic signal design, signing & striping design, and related plan-check services, and review of traffic analyses.

In general, HCI understands that the City's on-call traffic engineering services may require development of construction documents for necessary roadway engineering plans, including traffic signal plans, signing and striping plans, and also may include related plan-check and traffic studies. These services are intended to be an on-call/as-needed basis to supplement staff's efforts where specific expertise is required or time constraints necessitate consultant assistance.

HCI provides these and other types of traffic engineering services, including traffic signal timing, warrant analyses, construction observation services, and other traffic-related tasks in a comprehensive and timely manner. HCI does possess the expertise, experience, and familiarity in successfully providing the requested traffic engineering design services, including working with various regional agencies such as the County of Orange and Caltrans District 12. We have provided responses on our typical on-call traffic engineering experience and capabilities below each type of possibly requested consultant service that may be assigned by the City.

If selected, our Senior Engineer, Mr. Scott Ma, PE, TE, and our Associate Engineer, Mr. Michael Vallado, will serve the City of Orange in providing design and/or recommendations and services requested on an on-call basis by the City's principal contact. This team will ensure that consistent communication between the City of Orange and HCI occurs regularly.

On-Call Traffic Engineering Design Services

Our staff assigned to serve the City of Orange have a thorough knowledge and proficiency in local agency municipal codes, current State (Caltrans) standard plans and specifications, Highway Design Manual, Highway Capacity Manual, California Manual on Uniform Traffic Control Devices (CA MUTCD), policies and procedures for ADA regulations, traffic signal timing, traffic engineering modeling and methodologies, County/City traffic standards and methodologies, and the State of California Vehicle Code. Our team will provide the City with all materials and labor to perform the requested traffic engineering services and conform to these standards.

Under the direction of the City's principal contact, or other approved staff member, at a minimum HCI will be ready to provide on-call traffic engineering consulting services to address the following areas within the City of Orange Public Works Department:

H: WORK PLAN (continued)

1. Provide traffic engineering design.

HCI has extensive experience in the development of traffic engineering plans, such as new traffic signal, traffic signal modification, signal interconnect, signing and striping, and traffic control plans, as these are our firm's primary service products. For each of these types of plans, HCI includes technical provisions and engineer's estimates that complement each plan set providing complete PS&E that is ready for construction bidding on time and within the approved schedule. Examples of our different types of designs can be submitted for the City's review upon request.

2. Review, plan-check, and make recommendations on traffic plans and reports, and provide input relating to traffic issues on planning and development applications.

Our staff also has extensive experience in reviewing and analyzing many types of City and developer-related plans, as well as assimilating the findings and recommendations into easily understood summations. Our experience and expertise also allows quick and complete site plan review for traffic engineering applications to determine conformance to traffic, parking, access, street and pavement, subdivision requirements, meetings with developers or contractors to resolve traffic issues.

It is noted that many development-related services such as the review of street improvement or traffic signal plans are project specific and are treated as recoverable project costs.

Upon request, HCI staff will render and remit a typed plan-check correction/clarification list (2 copies) to the Public Works Department within (10) working days from notification by the City for a typical development project.

3. When requested, prepare written engineering reports related to pedestrian traffic patterns, traffic installations, and traffic control devices such as STOP signs, traffic signals, crosswalks, speed zones, traffic control, and similar matters.

Our staff prepares numerous amounts of warrant analysis and traffic operations reports every year for various city agencies, such as, traffic signal warrants, left-turn phasing warrants, multiway stop warrants, operational level-of-service (LOS), queuing analyses, crosswalk warrants, traffic calming studies, Engineering and Traffic (E&T) surveys for speed limits, etc. HCI staff has obtained and analyzed data, prepared exhibits, and developed reports for literally hundreds of traffic studies. Sample reports can be forwarded to the City upon request.

Again, HCI staff has extensive experience in reviewing and analyzing many types of City and developer-related traffic studies and reports, as well as assimilating the findings and recommendations into easily understood summations.

H: WORK PLAN (continued)

4. Provide technical advice on traffic signal facilities, accident rates, new developments, and maintenance of traffic facilities.

HCI has the capability and range of expertise to provide technical advice to the City of Orange on many traffic or transportation-related issues or facilities. HCI staff will complete the requested services in a thorough and efficient manner, on time and within the approved fee schedule.

5. Review proposed improvements for conformance to the City's Traffic Standards.

As previously noted, HCI has the expertise to review proposed improvements, development, site, and traffic management plans (i.e., traffic control plans) for conformance to the City's standards, from both a traffic engineering and civil engineering perspective.

6. Work closely with City staff, Caltrans, Orange County, and local law enforcement agencies in analyzing traffic-related issues and mitigation.

A tenet of HCI is our belief that we serve as an extension of City staff and consider ourselves as associates in the well-being of the City. Through our successful work in other communities, HCI already has these relationships firmly established. One notable and particularly important relationship is working with Caltrans. HCI staff has been able to quickly contact the correct person for project development, along with other similar individuals at Caltrans District 12, as well as the County of Orange, in order to resolve traffic-related matters that affect our client cities.

7. Work with City staff and other consultants in developing, monitoring and providing input into traffic services.

Since our client base are primarily municipalities, we have extensive experience working with both City staffs and other city consultants in providing the support necessary to ensure that traffic services and transportation planning required by the City are met.

These associations also afford HCI the opportunity to learn and share new technologies, products and procedures with our client cities.

8. When requested, advise the City regarding traffic-related matters.

HCI's collective experience and expertise in most aspects of traffic and transportation engineering allows our staff to provide advice and recommendations to our client cities on numerous traffic issues. If a new or unique situation arises, HCI staff does not hesitate in performing the research necessary to determine an appropriate action or recommendation.

H: WORK PLAN (continued)

9. Work closely with schools and related traffic circulation issues.

HCI staff has had the opportunity to work with many public and private schools over the past several years. Our staff has also worked closely with Police Services and elected officials on related traffic issues.

10. Develop a prioritized list of traffic improvement projects for inclusion into the City's Capital Improvement Program (CIP) and incorporate into existing project lists.

HCI has also worked with many of our client cities in identifying and developing long and short-range CIP projects consistent with the economic capabilities of the City. A fundamental goal of HCI in developing CIP projects is to provide City staff with that data necessary to make meaningful decisions at critical stages of the project's development, in order to provide viable, achievable options. Consistently reaching this goal assists with resolving issues and problems associated with each project.

Possible traffic engineering candidate projects the City of Orange may desire to consider or expand on include the following:

- a.) Video surveillance of other major intersections or street segments.
- b.) Identification and analysis of potential critical intersections, improvement alternatives, and funding opportunities.
- c.) An updated Traffic Signal Construction or Modification Priority List, including long-term maintenance and equipment needs.
- d.) Implementation of citywide emergency vehicle preemption (EVP) systems.
- e.) Changeable message signs.
- f.) Countdown pedestrian signal indications.
- g.) APS pedestrian-push buttons.
- h.) Battery backup systems (BBS).

11. Other duties, as assigned by City Engineer or Director of Public Works.

As previously noted, HCI's collective experience and expertise in most aspects of traffic and transportation engineering allows our staff to provide recommendations to our client cities on numerous traffic issues.

H: WORK PLAN (continued)

Consequently, if a unique situation arises or a new duty is assigned by the City's principal contact, HCI staff will not hesitate in performing the research necessary to determine an appropriate action or recommendation. If other services are requested on a project-by-project basis, HCI will negotiate with the City and provide a pre-agreed scope of work and hours required to complete the work.

I: RELATED EXPERIENCES AND REFERENCES

Below we are providing a listing of nine (9) relevant City references where HCI continues our on-call traffic engineering and signal design services for the City of Orange's review & verification of our experience. All services are considered on-call/on-going traffic engineering services with assigned projects completed as-requested and on-schedule.

1. **City of Bellflower** - City Engineer & City Traffic Engineer Contract Services, (since 2000)
Mr. Len Gorecki, Assist. City Manager/Public Works Director, lgorecki@bellflower.org (562) 804-1424;
Project Manager and Principal in Charge of Services – Mr. Gerald J. Stock, PE, TE
2. **City of Cypress** - City Traffic Engineering & Signal Operations Services, (since 1994)
Mr. Nick Mangalakiri, P.E., City Engineer, NMangkal@cypressca.org, (714) 229-6750;
Principal in Charge of Traffic Signals – Mr. Greg Cabey
3. **City of Hermosa Beach** - On-Call City Traffic Engineer Contract Services, (since 2006)
Mr. Joe SanClemente, Public Works Director, jsanclemente@hermosabeach.gov, (310) 318-0238;
Contract City Traffic Engineer – Mr. Scott Ma, PE, TE
4. **City of Indian Wells** – On-Call City Traffic Engineering & Signal Operations Services, (since 2015)
Mr. Ken Seumalo, P.E., Public Works Director, kseumalo@indianwells.com; (760) 776-0237;
Project Manager and Principal in Charge of Signals – Mr. Greg Cabey
5. **City of Laguna Hills** - City Traffic Engineering & Signal Operations Services (since 2000)
Mr. Joe Ames, PE, TE, Public Works Director/City Engineer, james@lagunahillsCA.gov; (949) 707-2655;
On-Call Traffic Engineering Services
Project Manager and Principal in Charge of TE Services – Mr. Scott Ma, PE, TE
On-Call Traffic Signal Operations Support Services
Principal in Charge of Signals – Mr. Greg Cabey
6. **City of Lake Forest** – City Traffic Engineer Services, (since 2014)
Mr. Thomas E. Wheeler, P.E., Director of Public Works, twheeler@lakeforestca.gov; (949) 461-3480;
On-call Professional Engineering Services
Project Manager in Charge of Traffic Engineering Services – Mr. Scott Ma, PE, TE
7. **City of San Juan Capistrano** - On-Call Traffic Signal Operations Services, (since 1995)
Mr. George Alvarez, Project Manager, GAlvarez@sanjuancapistrano.org, (949) 443-6351;
Principal in Charge of Traffic Signals – Mr. Greg Cabey

‘COST PROPOSAL’ FOR ON-CALL TRAFFIC ENGINEERING SERVICES

K: FEE

As requested in the City’s RFP, Hartzog & Crabill, Inc. (HCI’s) Cost Proposal is included in this separate, sealed envelope/file for the City of Orange’s review and consideration.

HCI is proposing to use the attached Schedule of Hourly Rates for our proposed staff positions that may be performing various on-call professional traffic engineering services for the City of Orange on a time-and-materials (T&M) basis under a new agreement, on an as-needed basis.

HCI will maintain these hourly rates during the duration of the 3-year contract with the City of Orange starting in Fiscal Year 2025-26. All proposed hourly rates and costs per this attached Cost Proposal include miscellaneous costs such as mileage, travel time, duplication, materials, incidental services, and clerical support.

HCI is proposing this project as a sole prime traffic engineering consultant, and does not intend on using any sub-consultants or sub-contractors, with exception to City-requested traffic count data collection and possible design potholing to make sure utilities are clear for design of new, larger traffic signal pole foundations. A 15% fee for administration, coordination, and handling will be added to the approved subcontracted services.

HCI also understands that future proposals for individual specific projects may be requested by the City of Orange from firms which are selected and have executed agreements for professional on-call traffic engineering services. The attached hourly rates will be used to prepare these specific proposals, when requested by the City.

By signing this transmittal below, I attest that all hourly rates and information submitted in our Cost Proposal will be adhered to when entering into a new agreement with the City of Orange starting in Fiscal Year 2025-26.

Sincerely,
HARTZOG & CRABILL, INC.



Todd Hartzog
Vice President

Schedule of Hourly Rates
for
City of Orange for On-Call Traffic Engineering Services

Classification	Hourly Rates
Expert Witness / Deposition.....	\$300
Litigation Consultation.....	\$270
Two-Person Survey Crew.....	\$270
Litigation Field Evaluation.....	\$245
Principal Consultant.....	\$190
Project Manager.....	\$180
Registered Land Surveyor.....	\$175
Senior Engineer.....	\$165
Storm Water Permit Compliance Engineer.....	\$165
Associate Engineer.....	\$160
Construction Manager.....	\$150
Traffic Signal System Supervisor.....	\$150
Mural Artist.....	\$150
Senior Designer.....	\$145
Traffic Signal Systems Specialist.....	\$140
Assistant Engineer.....	\$135
Draftsperson.....	\$115
Technician.....	\$ 100
Word Processor.....	\$ 85
Clerical.....	\$ 70
* Traffic Counts (Cost, plus 15%).....	\$ *

Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost. These other direct costs are included in the not-to-exceed values for the aforementioned scope of services. A 15% fee for administration, coordination and handling will be added to subcontracted services. **This Schedule of Hourly Rates is effective as of July 1, 2025.** Rates may be adjusted after that date to compensate for increases of inflationary trends. Mileage shall be per current IRS rate (rate can be found at the following link: <https://www.irs.gov/tax-professionals/standard-mileage-rates>)