

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 ITERIS, INC., a Delaware 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”

“CITY”

Iteris, Inc.
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705
Attn.: Steven Bradley, P.E.

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

Telephone: (949) 270-9647
E-Mail: sdb@iteris.com

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

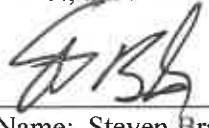
25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[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"

ITERIS, INC., a Delaware corporation

*By: 
Printed Name: Steven Bradley
Title: Senior Vice President, MCS West

*By: Kristine Arakaki
Printed Name: Kristine Arakaki
Title: Vice President, Legal

"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.

BRIAN AKERLEY, MELE | CONSTRUCTION SUPPORT LEAD

Mr. Akerley has over 23 years of comprehensive experience as a results-focused professional with extensive experience in electrical engineering, electrical contracting, telecommunications, and Intelligent Transportation Systems (ITS) installation and maintenance. His performance track record is characterized by successful planning, implementation, and execution skills, as well as an effective participatory management style that reflects strong coaching, delegation, and leadership skills, as well as an ability to establish clear and measurable goals. Brian has been responsible for the oversight and delivery of many high-level projects for Municipalities, County and State DOTs, and transit agencies. In addition to his leadership and project delivery skills, Brian is the licensing Qualifier for Iteris and is responsible for acquiring the state licensing necessary to lay the groundwork for business development nationally.

BRIAN HERTING, PE | STREET LIGHTING LEAD

Mr. Herting has over 17 years of experience on a variety of transportation projects with an emphasis on multimodal traffic engineering, ITS, and electrical/lighting design. Mr. Herting has successfully completed projects for several different local municipalities, transit agencies, and state DOTs in California, Nevada and Arizona. As a project manager, he has experience in all aspects of the design process including coordination with key project stakeholders, development of PS&E, and construction support services. His project experience includes signing and marking, traffic control and traffic handling, traffic signal design, active transportation solutions, ITS field equipment installation design, communication systems (copper and fiber), lighting and photometric analysis, and electrical design. His software experience includes Autodesk AutoCAD, Microsoft Excel, Microsoft Power Point, Microsoft Word, Microstation V8i, and AGi32 lighting software.

Subconsultant

SurveyCount has been providing traffic count services for agencies and engineering consultant companies in Southern California since 2018. The services they provide include intersection turning movement counts, roadway average daily counts, speed surveys, parking counts, and off-street trail bicycle and pedestrian counts.

Located in Orange County, SurveyCount are particularly familiar with roadway conditions in Orange County and have experience working with Iteris on OCTA's Regional Traffic Signal Synchronization Program (RTSSP) projects.

SurveyCount are equipped with up-to-date technologies including state-of-the-art video cameras; and all their video and tubes counts have GIS capability that can be managed by a mobile application.

H. WORK PLAN

Instructions: The Proposer shall indicate an understanding of the scope of services requested in this RFP. The work plan should address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

Iteris has extensive transportation engineering, planning and ITS on-call experience, having successfully managed and completed hundreds of on-call task orders for a wide variety of public agencies and municipalities. Iteris' team is fully capable to serve any technical needs and respond quickly to task orders with accelerated schedules without sacrificing quality of work. The blend of Iteris' local knowledge and vast transportation management experience provides the resources needed to tackle any technical requests that arise. Iteris recognizes the diverse responsibilities of the City of Orange's Traffic Engineering Division in managing and maintaining the City's traffic signal systems, street lighting infrastructure, and communication networks. Our team brings extensive experience in traffic signal operations, Intelligent Transportation Systems (ITS), and street lighting design, enabling us to address a wide range of the City's needs.

At Iteris, we understand the challenges that the City of Orange faces in balancing staff workloads and budget constraints while continuing to deliver high-quality services to the community. Our team is committed to delivering high-quality, timely, and cost-effective solutions tailored to the City's needs. Whether the City requires high-level, quick-turnaround planning support or more detailed and comprehensive design and engineering services, Iteris is prepared to respond with the appropriate level of expertise.

We prioritize clear and consistent communication and will work closely with City staff to stay aligned on project scope, schedule, budget, and expectations throughout each assignment. All design and plan check services will be performed by, or under the direct supervision of, a California Licensed Professional Engineer, ensuring full compliance with all applicable regulations. Compensation will be determined in coordination with the City, whether on a lump sum basis or another preferred method. Table 1 provides a selection of agencies to which Iteris has provided on-call services over the past five years.

Table 1 – Iteris’ On-Call Experience

CITY/AGENCY	Traffic Engineering	Transportation Planning	ITS/Communications Support	Traffic Signal Operations	Modeling/Forecasting
City of Orange	●		●	●	
City of Cypress	●		●	●	
Caltrans	●	●	●		
California State University, Long Beach	●	●			
City of Anaheim	●	●	●	●	●
City of Beaumont	●	●			
City of Buena Park	●	●	●	●	
City of Beverly Hills	●	●	●		
City of Costa Mesa	●	●	●	●	●
City of Diamond Bar	●	●	●	●	
City of Eastvale	●		●		
City of Fountain Valley	●	●	●	●	
City of Garden Grove	●		●		
City of Irvine	●	●	●	●	●
City of Irwindale	●	●	●	●	●
City of Laguna Woods	●		●	●	
City of Laguna Niguel	●	●	●	●	
City of Lake Forest	●	●		●	
City of Newport Beach	●		●	●	
City of Oxnard	●		●	●	
City of Pasadena	●		●	●	
City of Placentia	●	●	●	●	●
City of Pomona	●	●	●	●	●
City of Rancho Palos Verdes	●		●	●	
City of San Marcos	●		●	●	
City of Seal Beach		●		●	
City of Thousand Oaks	●	●		●	
City of Yorba Linda	●	●	●		
Los Angeles Parks and Recreation			●		
Los Angeles Unified School District		●			
Los Angeles County Metro	●	●	●		
Orange County Transportation Authority	●	●	●	●	●
Port of Long Beach	●	●	●		●
Port of Los Angeles	●	●			●
Riverside County Transportation Commission	●	●			●
Riverside County		●			

The following paragraphs describe Iteris’ experience and general approach to providing the various on-call services as specified in the RFP. The specific work plan approach will be refined based on the specifics of each project to ensure all deliverables are completed on schedule and to the City’s satisfaction without additional charges or delay to the City.

Design Plans

Iteris has extensive experience in the planning and design of traffic signal systems, ITS communication networks, and street lighting infrastructure. Our work enhances safety, improves operational efficiency, extends the life of capital investments, and supports multimodal operations including transit, emergency vehicles, pedestrians, and bicyclists. With a proven track record in the design of thousands of signalized intersections across the country, Iteris delivers practical, cost-effective solutions rooted in our strong understanding of traffic operations. In addition, our plan preparation services include signage plans, striping plans, and traffic control plans.

We support all phases of project development, from system analysis and master planning to the preparation of Plans, Specifications, and Estimates (PS&E), hardware selection, and field integration. Our familiarity with a wide range of signal controllers and central systems allows us to recommend and implement technologies that align with the City's infrastructure, resources, and long-term goals. We also provide thorough documentation, training, and post-implementation support to ensure system sustainability.

Program Management / Construction Management / Construction Inspection

Iteris provides program management, construction management, and inspection services to support agency staff for successful project delivery. We coordinate directly with local agencies and jurisdictions, Caltrans, utility providers, and contractors to ensure projects are delivered on time, within budget, and in accordance with approved plans and specifications. Our team's expertise in ITS, traffic engineering, and planning allows us to proactively identify and resolve construction challenges, minimizing delays and ensuring ideal outcomes.

A recent example of our capabilities is the City of Cypress Citywide Traffic Signal Cabinet Upgrade project. Iteris currently manages the full scope of construction inspection, including development of inspection checklists, pre-construction equipment verification, stakeholder coordination, and post-construction inspection and recordkeeping. Upon project completion, the City will receive a fully operational system along with comprehensive documentation detailing all installed improvements, ensuring long-term maintainability and transparency.

Transportation Analysis

With over 25 years of experience, Iteris is a leader in travel demand modeling and multimodal forecasting. We have supported agencies such as Southern California Association of Governments (SCAG), Anaheim Transportation Analysis Model (ATAM), Ventura County Transportation Commission (VCTC), Los Angeles County Metropolitan Transportation Authority (Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), Western Riverside Council of Governments (WRCOG), and San Bernardino County Transportation Authority (SBCTA) in developing and applying regional and local models. These models have been used to evaluate roadway widening, intersection improvements, traffic diversion, and multimodal planning that includes pedestrian and bicycle travel. Iteris has delivered citywide models for General Plan Circulation Elements and corridor studies for over 30 jurisdictions. We also developed and continue to maintain the ATAM model, which has supported numerous development and infrastructure projects.

Traffic Signal Corridor Coordination Studies

Iteris has conducted numerous Before-and-After corridor coordination studies to evaluate Measures of Effectiveness (MOEs) for RTSSP projects. These studies include travel time runs during peak periods to assess traffic flow, travel time, average speed, stops per mile, and signal progression. Iteris has been conducting ongoing travel time runs for several RTSSP projects, including for the Tustin-Rose RTSSP with the City of Orange. Additionally, Iteris developed side-by-side video comparisons of corridor performance before and after signal timing adjustments for the City of Orange as part of the Tustin-Rose RTSSP project. These videos were presented to the City Council to illustrate the impact of the improvements. Figures 2 and 3 on the following page show images from the video prepared by Iteris. Figure 2 displays the side-by-side video comparison along with an aerial view to track overall corridor progress. Figure 3 displays the difference in travel time, stops, and delay between the Before and After conditions. These visual tools effectively demonstrated the benefits of the signal timing improvements and supported public communication efforts.

Figure 2 - Still Image from Before and After Study Comparison Video (During Travel Time Runs)

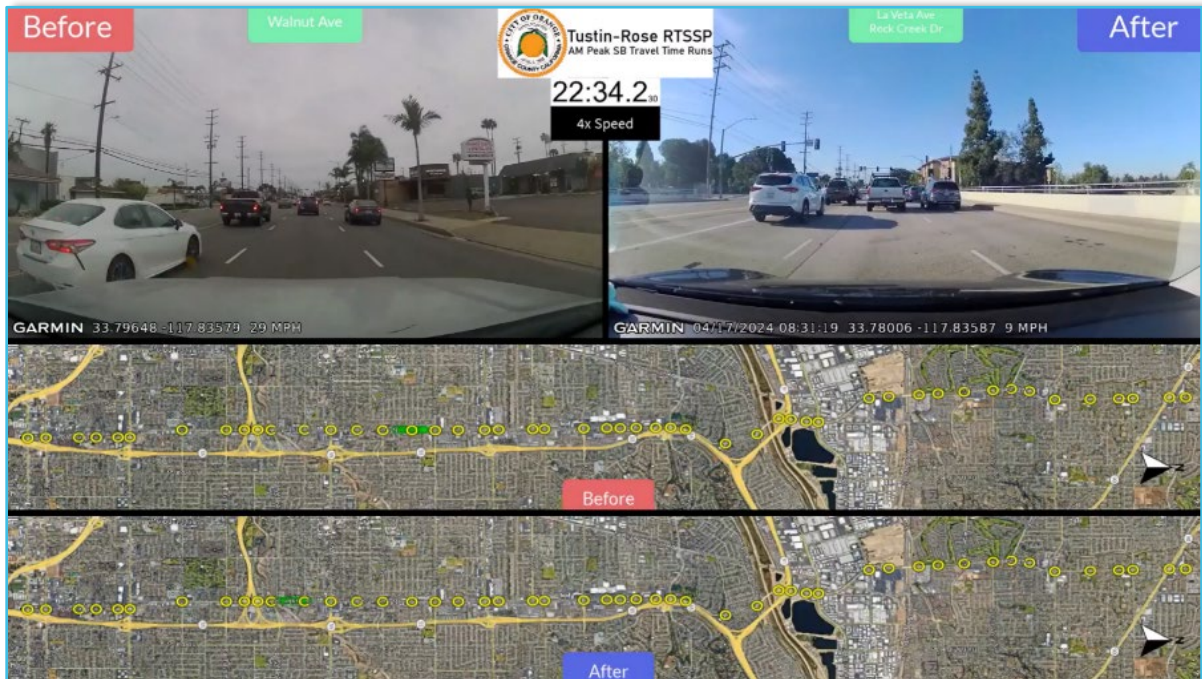
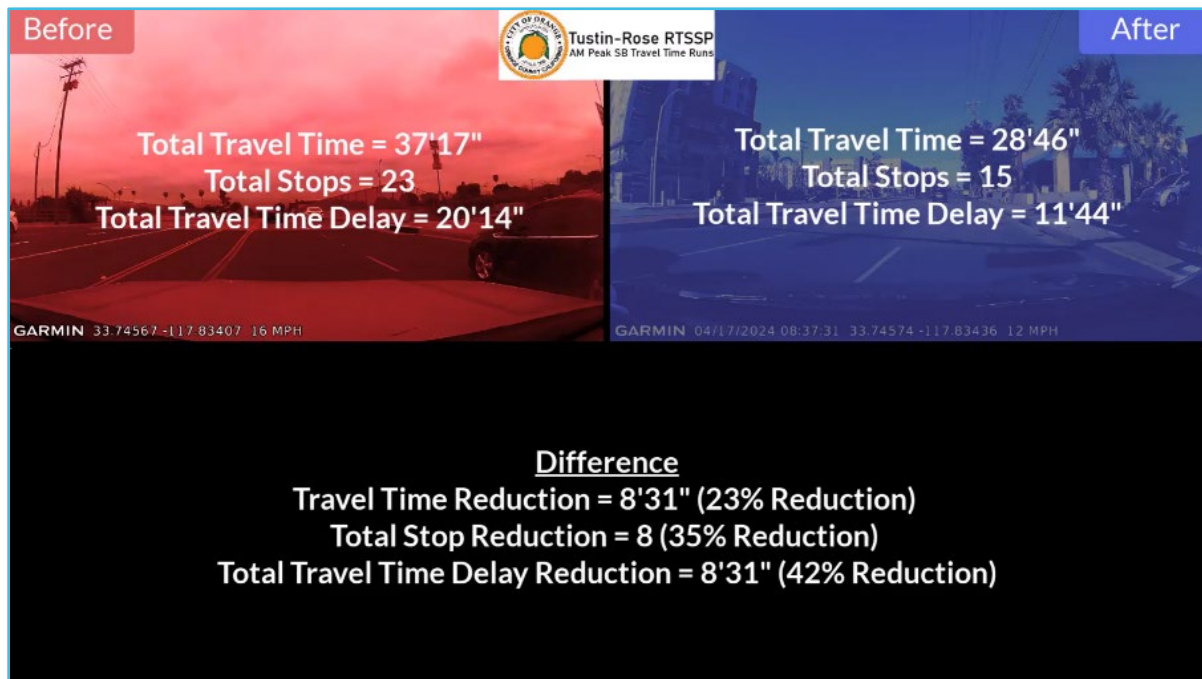


Figure 3 - Still Image from Before and After Study Comparison Video (Final Summary Screen)

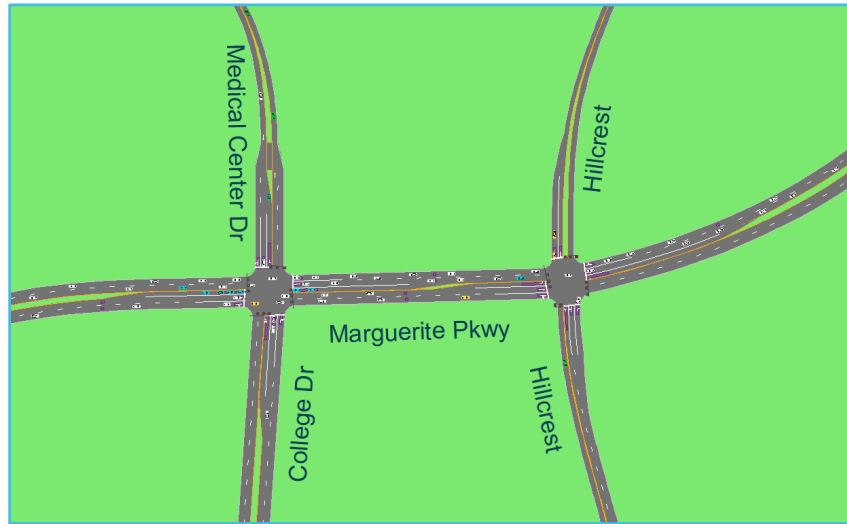


Simulation Modeling

Iteris possesses the technical expertise and experience necessary to deliver high-quality computer simulations of roadway corridors and networks using advanced microsimulation software such as VISSIM and SimTraffic. We have a proven track record developing detailed, calibrated models that accurately reflect real-world traffic conditions and support data-driven decision-making for a wide

range of transportation projects. Our team is skilled in analyzing traffic operations, evaluating alternative scenarios, and presenting simulation results in a clear and actionable format. Staff is also available to assist in training efforts as needed, ensuring clients are supported in understanding and applying the simulation tools effectively. Figure 4 (below) displays an active SimTraffic model that illustrates lane geometry, signal timing, and traffic volumes, and features two signalized intersections. This model is used to forecast traffic signal operations and estimate delays through microsimulation.

Figure 4 – Example SimTraffic Network Model



Traffic Counts

Iteris will be utilizing the services of **SurveyCount** to provide traffic count services to the City of Orange. SurveyCount has been providing traffic count services for agencies and engineering consultant companies in Southern California since 2018. The services provided include intersection turning movement counts, roadway average daily counts (ADT), speed surveys, parking counts, and off-street trail bicycle and pedestrian counts. Additionally, Iteris is prepared to supplement these services as needed to perform speed/delay runs and occupancy rate studies.

Statewide Planning Efforts

Iteris partners with agencies to identify, prepare, and submit competitive grant applications for federal, state, and local funding opportunities. We also provide ongoing support for the administration and compliance of grant-funded projects to ensure successful delivery. Our team conducts specialized studies and analyses—such as traffic signal improvements, timing optimization, and coordination strategies—that strengthen funding applications and support regional and statewide transportation initiatives.

Research and Outreach

Iteris recognizes the importance of aligning technical analysis with the values and priorities of the community. When appropriate, we incorporate stakeholder input to ensure that recommendations are not only technically sound but also practical, equitable, and responsive to local concerns. Our team is well-equipped to support City staff in preparing clear and compelling reports, graphics, and presentations. We are also available to participate in community meetings and public events to help communicate project goals, findings, and benefits. Iteris understands that building community support is essential to the successful implementation of transportation improvements and to advancing safety and mobility throughout the City.

Neighborhood Traffic Calming

Iteris brings a proven track record of delivering neighborhood traffic calming and multimodal safety projects that reflect both community priorities and technical rigor. We have planned and designed a wide array of traffic calming improvements as part of pedestrian and bicycle enhancement efforts, all grounded in Complete Streets and Vision Zero principles. These initiatives typically respond to community concerns about excessive speeding, cut-through traffic, and inadequate facilities for people walking and biking.

Our team uses a data-driven and context-sensitive approach to evaluate and implement effective traffic calming strategies. This includes collecting and analyzing speed, volume, and collision data; reviewing existing pedestrian and bicycle infrastructure; and

engaging the community through surveys, workshops, and pop-up outreach. We work to ensure that solutions—such as chokers, mini-roundabouts, speed cushions, curb extensions, and signage—are applied equitably and consistently across neighborhoods.

Notable traffic calming efforts include:

- City of Los Angeles Bicycle Plan – First Five-Year Implementation Strategy: Provided traffic studies and community outreach to prioritize and implement bike-friendly infrastructure and calming measures on key corridors.
- North Santa Monica Boulevard Reconstruction (City of Beverly Hills): Delivered design and planning support for a major corridor upgrade with pedestrian safety, traffic calming, and Complete Street upgrades.
- City of Pasadena Bicycle Corridors Signal Coordination Project: Designed and implemented multimodal signal timing plans that supported bicyclist movement and reduced vehicular speeding on shared-use corridors.

Review for Private Developments

In addition to our expertise in design and construction, Iteris applies this knowledge to the review of private development plans and technical documents. Our team is experienced in evaluating traffic signal plans, signage and striping plans, street lighting plans, traffic control plans, and a variety of traffic studies to ensure compliance with applicable standards and alignment with the City's requirements. We work closely with City staff to review and discuss comments prior to formal submittal, ensuring consistency and clarity throughout the process. By maintaining open and ongoing communication, Iteris ensures that all reviews are conducted in a thorough, timely, and efficient manner, supporting both City objectives and development timelines.

Further Professional Services

In addition to the core services outlined above, Iteris offers a broad range of complementary services that may be valuable to the City of Orange. As new opportunities or challenges arise, we are committed to supporting the City's evolving needs. We encourage you to contact us with any questions or to explore how our expertise can further support the City's goals.

TRAFFIC ENGINEERING

- Traffic Signal Timing
- Bicycle Lane Design
- Parking Design
- Pedestrian Crosswalk Enhancement
- Traffic Circles Planning/Design
- Bulb-outs Design

TRANSPORTATION PLANNING

- Area-Wide Circulation Plans
- Non-Motorized Planning
- Policy Analysis
- Graphic Information Systems (GIS)
- Land-Use Planning
- Master Plan Development
- Strategic Transportation Plans
- Transportation Finance

ITS PLANNING, DESIGN AND INTEGRATION

PLANNING

- Communications Master Plan Development
- ITS Master Plan Development
- Traffic Signal System Planning and Design

DESIGN

- Communication Systems
- Detection and Surveillance Systems
- Traffic Management Centers
- Information Delivery Systems

INTEGRATION

- Systems Design, Engineering, Management, Installation, Integration, Implementation
- Hardware and Software Development

K. FEE

Iteris, Inc.

Iteris Fee Schedule	Effective Through 3/31/2026
STAFF CLASSIFICATION	Loaded Billing Rates
Support Staff I	\$128
Support Staff II	\$209
Assistant Engineer/Planner	\$131
Associate Engineer/Planner	\$172
Engineer/Planner	\$157
Senior Engineer/Planner I	\$185
Senior Engineer/Planner II	\$227
Lead Engineer/Senior Manager	\$267
Associate Vice President/Principal/Director	\$296
Vice President/Chief Scientist	\$343

Standard Terms and Conditions:

- Billing Rates shown are effective through March 31, 2026 and are subject to annual escalation up to 5%.
- Subconsultant, Subcontractor and Equipment expenses to be billed at negotiated cost plus markup.
- Other direct expenses to be billed at cost, unless otherwise negotiated.
- Mileage rates will be based upon current IRS standard rates.

SurveyCount

SurveyCount Price Sheet

Turning Movement Counts 4 hours (AM/PM peak hour including ped&bike and 2 classifications)	\$250.00 per intersection per day (one camera)
Turning Movement Counts 6 hours (AM/MD/PM peak hour including ped&bike and 2 classifications)	\$300.00 per intersection per day (one camera)
Turning Movement Counts 12 hours (AM/MD/PM peak hour including ped&bike and 2 classifications)	\$400.00 per intersection per day (one camera)
Turning Movement Counts 24 hours (AM/MD/PM peak hour including ped&bike and 2 classifications)	\$500.00 per intersection per day (one camera)
ADT&Speed Arterial Road Bi-Directional tube Counts (15 min or hourly interval and 2 Classifications, only one day)	\$250.00 per day(two counters)
ADT&Speed Arterial Road Bi-Directional tube Counts (15 min or hourly interval and 2 Classifications, 2 days or more)	\$200.00 per day(two counters)
ADT&Speed Bi-Directional Neighborhood tube Counts (15 min or hourly interval and 2 Classifications, only one day)	\$120.00 per day(one counter)
ADT&Speed Bi-Directional Neighborhood tube Counts (15 min or hourly interval and 2 Classifications, 2 days or more)	\$100.00 per day(one counter)

Notes:

- For a particular task order, SurveyCount will be able to provide detailed fee schedule.
- The fee may be adjusted or revised per your particular requirements.