

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 KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina 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 (\$100,00000) 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. Notwithstanding any other provision of this Agreement, Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, adverse weather, or acts of the Client, third parties, or governmental agencies.

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. Any modifications made by City to any of the Consultant's documents, or any use, partial use or reuse of the documents, for purposes other than identified in this Agreement, without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting therefrom.

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.

I. 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”

Kimley-Horn and Associates, Inc.
1100 W Town & Country Road, Suite 700
Orange, CA 92868
Attn.: Jason Melchor, PE

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

Telephone: 714-705-1331
E-Mail: jason.melchor@kimley-horn.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”

“CITY”

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

CITY OF ORANGE, a municipal corporation

*By:  Digitally signed by Darren Adrian
Date: 2025.11.03 13:35:07 -08'00'

By: _____
Daniel R. Slater, Mayor

Printed Name: Darren Adrian, P.E.
Title: Senior Vice President

*By:  Digitally signed by Jason Melchor
Date: 2025.11.03 13:14:03-08'00'

ATTEST:

Printed Name: Jason Melchor, P.E.
Title: Assistant Secretary

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.

ON-CALL TRAFFIC ENGINEERING SERVICES

Request for Proposal No. 24-25.24



Our team’s key personnel are very familiar with the services expected under this on-call contract. Below, we have provided a matrix illustrating the depth of their service familiarity.

Service Familiarity	Key Personnel											
	Jason Melchor, PE	Sri Chakravarthy, PE, TE	Jean Fares, PE	Carla Aboud, PE	Ryan Calad, PE, TE	Alyssa Phaneuf, PE	Darryl dePencier, AICP, GISP, RSP ^{2B}	Jim Roldan, TE	Matt Stewart, PE, TE	Laura Forinash, PE, TE	Sarmad Fajjo, PE	Olga Polunin
Traffic Studies	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Traffic and/or Parking Study Review for Private Developments	✓	✓	✓	✓	✓		✓	✓	✓	✓		
Traffic Signal Design	✓	✓	✓	✓	✓			✓	✓	✓		
Traffic Control Plans (TCPs)	✓	✓	✓	✓	✓			✓	✓	✓		
Plan Check for Capital/Development Projects and TCPs	✓	✓	✓	✓	✓			✓	✓	✓		
Street Light Design and Plan Check	✓	✓	✓	✓	✓			✓	✓	✓		
Signing and Striping Plans	✓	✓	✓	✓	✓			✓	✓	✓		
Traffic Signal and Street Lighting Construction Inspection	✓	✓	✓	✓	✓			✓	✓	✓		
Construction Management and 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	✓										✓	
General Municipal Traffic Engineering	✓	✓	✓	✓	✓			✓	✓	✓		

Per the RFP’s instructions, we have provided resumes for our key personnel in the **Appendices**.

Subconsultants

To provide the City with the depth of resources necessary to deliver services under this contract, Kimley-Horn has teamed with one experienced and skilled subconsultant firm, **Aim Traffic Data LLC (AimTD)**, to supplement our in-house team. Not only does this firm have a long history of providing their services to municipalities and public agencies, but they also understand the local environment and have strong working relationships with members of the Kimley-Horn team, as they have supported us on other on-call contracts and projects.

AimTD | Traffic Counts and Data Collection

Founded in 2012, AimTD—a certified Disadvantaged Business Enterprise (DBE)—has more than 13 years of experience providing accurate traffic data collection. Based on Anaheim, they conduct more than 10,000 traffic counts annually throughout California and have traffic data collection contracts with many municipalities and private engineering firms. Orange County public agencies they have served include the Cities of Orange, Santa Ana, Tustin, Yorba Linda, and Mission Viejo as well as the Orange County Transportation Authority (OCTA).





H. Work Plan

Understanding of the Scope of Services

Kimley-Horn understands that under this contract, we would provide a variety of traffic engineering services to the City on an on-call basis. These services include, but are not limited to:

- Traffic studies for capital projects
- Traffic and/or parking study review for private developments
- Traffic signal design
- TCP preparations
- Plan check for capital/development projects and TCPs
- Streetlight 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
- 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

We have thorough knowledge in traffic signal, signing and striping, traffic control, traffic signal timing, ITS systems, and streetlight design, in addition to federal, state, and local funding and policies, including OCTA Comprehensive Transportation Funding Program (CTFP) requirements, many of which we have completed in the City and under our current on-call traffic engineering services contract.

We are familiar with and understand that design work and improvement plan check services will be performed by a California licensed professional engineer (PE). Our City business license is current, and we understand that it will need to be valid throughout this contract's duration. We also understand that each task order issued under this contract will be compensated on either lump-sum or time-and-materials basis, with the method of payment specified by the City at the time the task order is issued.

We are familiar with the response times related to plan checks to be completed within 10 working days, unless otherwise directed by the City. Each subsequent plan check will be completed within 5 working days unless otherwise directed by the City. These are typical timeframes we have experienced with agency on-call contracts.

Finally, we understand that a City representative will provide the specific scope of work for each task order in a written transmittal along with a follow-up phone call or meeting. Within 5 business days of receipt of this transmittal, we will provide the City with a proposed level of support along with a not-to-exceed cost. Similar to what we have done on task orders with the City, and since our office is a few minutes away, we prefer to meet face-to-face to discuss the task order.

Over the course of the work, we understand that we are to act as an extension of City staff and may be required to attend meetings with other jurisdictions, City departments, or public outreach events if a task order requires this extra coordination.

Proven On-Call Contract Approach

Kimley-Horn has a strong history of providing on-call services to public agencies statewide and nationwide, and our staff is organized to address the needs of a wide range of task orders. Our experience completing on-calls has provided an in-depth understanding of typical considerations that help meet task order goals and promote success. Our approach to on-call contracts is based on developing a team-oriented approach to the task order review process. Key characteristics that distinguish Kimley-Horn include:

- **Single point of contact** for the City to contact to request task order proposals, get status updates, coordinate task orders, and provide additional information for dissemination to the task order team
- **Rapid mobilization of staff** for each City request, including immediate identification of the key personnel needed for each task order. The availability of a wide range of in-house staff provides efficiency and consistent quality of the technical analyses.
- **Ongoing communication and consultation** to address issues that arise during the execution of a task order. The collaborative process maintains task order progress and results in end products that align with City goals.
- **Commitment of senior level management** to the task order to provide close coordination with the City, confirm technical accuracy, and carefully monitor budget and schedule compliance
- **Responsiveness** to any significant issues of concern raised by responsible and regulatory agencies and the public
- **Flexibility** to tailor our approach to meet the specific needs of each task order and the City

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We tailor each on-call task assignment's scope of services specifically to the needs of the individual task order and the City. Our familiarity with local standards, agencies, and deep history and experience of delivering capital improvement projects for various local agencies will help us determine what will be necessary to assist the City with each task order. We will approach each task order in the same diligent and comprehensive manner.

Upon notice-to-proceed (NTP), the appropriate staff will be assigned by Kimley-Horn's contract manager, **Jason Melchor, PE**, to accomplish the task order within the agreed upon timeframe. One of the advantages that our team provides is the ability to assign the right staff to each task. Our team can draw from a multitude of disciplines and resources to complete each assignment—whether the task is relatively minor, requiring only a few people in a single discipline, or a complicated task requiring numerous people and multiple disciplines. A task manager will be assigned to each task, and they will work closely with Jason to get the task order completed on time and within schedule.

Contract Management

Pursuant to an authorized task order, Kimley-Horn will provide the required services and necessary resources to satisfy appropriate agencies and required compliance with applicable federal, state, and local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, and guidelines applicable to our services and deliverables.

From the beginning, we will cultivate a thorough understanding of the City's objectives and review readily available information. For each task order, we will enhance our understanding of needs and constraints by visiting the task order site, as needed. This will also help reduce the potential for unneeded engineering and costly change orders. We will identify and refine the scope of services for each task order, and the cost will be based on the specific rates of compensation provided in the contract and the amount agreed upon by us and the City for each task order. The City's contract administrator shall confer with our contract manager, **Jason Melchor, PE**, to establish the total negotiated fee, including expenses, for the specific task order and the corresponding completion date.

While every task order presents its own unique needs and challenges, we have provided a workflow chart below for a typical City task order to demonstrate our methodology. This approach applies to any design or management task order and will be adjusted as necessary to meet the specific task order needs based on the services required. Once a task order is identified, the applicable tasks can be tailored to meet specific needs for the City's on-call work. We understand that these needs may be initially outlined by City staff and/or may be revised as work transpires with the City. Our experience completing on-call design task orders has afforded our team an in-depth understanding of typical design considerations that help meet task order goals and promote success.



Kimley-Horn utilizes these task order management strategies throughout the life of a task order:

- **Pre-Design.** A typical design process entails submittal of a pre-design report or memorandum that establishes and memorializes the basis of the impending work. We provide a feasibility level opinion of probable cost (OPC) at this stage to validate the City's construction cost estimates and budget. The pre-design report is circulated to the City and the task order stakeholders before proceeding to the next phase of the task order.
- **Conduct Field Work and Data Gathering.** A crucial part of our design process is getting our technical experts in the field to observe operations and gather detailed field information essential to the design. Our objective is to be well informed on the issues associated with every task order and to identify potential improvements in a real-world setting. This stage also includes topographic survey, geotechnical investigations, and utility and record drawing gathering.
- **Meetings and Communication.** Kimley-Horn will hold weekly internal milestone meetings with our staff to discuss task order schedules, deadlines, and impending staff workloads. Our weekly goal is to keep the task order schedule at the forefront, so deadlines are anticipated and met throughout the task order. If necessary, we will bring in additional staff resources from other offices.

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- **Deliverables.** Deliverables are submitted to the City according to the task order schedule. Depending on the task order's complexity, these deliverables are typically associated with submittal stages, particularly for design task orders. A preliminary engineer's estimate for construction would accompany each submittal to support the task order budget and address alternatives.
- **Specifications.** Our team will develop task order technical specifications to accompany task orders prepared for contractor construction. We are intimately familiar with City's Master Technical Specifications document as well as writing Caltrans specifications.
- **Permitting.** During a task order's final design phase, we will prepare the complete construction documents suitable for competitive bidding. Pre-permit application meetings will be updated as the task order details are developed. These pre-permit application meetings will be held with the appropriate regulatory/review agency, and we will prepare permit applications. At a task order's permit applications phase, applications for necessary task order permits will be provided, and permit approvals will be pursued.
- **Construction Phase.** If the task order is construction-related, our services will continue through the bid/construction phase. We can respond to bidder or contractor requests for information (RFIs) regarding plan interpretation or field condition issues, review material submittals, provide input on change orders, and prepare design revisions. Kimley-Horn can also provide regularly scheduled field visits to review the advancement of field work relative to the intent of the task order documents.
- **Cost and Schedule Control.** Kimley-Horn has a Management Information System (MIS) that provides Jason and our task managers with a set of task order control tools to manage schedule, costs, and earned value and provide accurate billing. The MIS includes automated budget tracking to allow tighter fiscal control over all tasks and helps Jason and the task managers maintain control of schedule, budget, and expenses. Each task order's work plan and specific details are entered into MIS, including expenses and labor—the system can then provide an up-to-date status report on each task order twice a month. This monitoring capability helps the on-call coordinator evaluate a task order's workload requirements and develop accurate effort estimates.

At Kimley-Horn, the overall approach for a task order begins with an initial scoping meeting, development of the fee proposal, and a clear understanding of the task order expectations and deliverables. The scope of work in the next section demonstrates how these key components will be incorporated into our task order management approach for this contract. Tasks and timeframes may change somewhat depending on the final task order selection by the City. This typical sequence serves to illustrate our team's understanding and plan for managing each task order assignment.

Note: While these task order milestones are the key steps in successful task order completion, we believe the best-run task orders are those with effective communication. We prepare monthly status reports and meet with City staff as often as necessary to make certain that your questions and concerns are being properly addressed. We will create and maintain a simplified critical path method schedule, updating it as needed to manage the task order and as requested by the City. When numerous task orders are running concurrently, we have also found that bi-weekly calls with client staff are helpful in maintaining communication and holding the design team accountable.

Contract and Task Order Controls

Contract and task order controls are essential to the successful delivery of task orders within the schedule and budget. Kimley-Horn recognizes the importance of having a robust project controls system in place and currently utilizes a project controls process that incorporates contract level and task order level elements required to manage and deliver task orders in an effective and efficient manner. We are committed to continuing to refine our project control process as contract and task order needs evolve.

Contract Level

Our contract manager, **Jason Melchor, PE**, will provide oversight for the task managers and will be responsible and accountable for making sure adequate resources are available to complete task orders on time and within budget, in addition to planning for upcoming work. As such, Kimley-Horn has established a set of task order control tools that our contract and task managers utilize to manage schedule, costs, resource needs, earned value, identify risks, and provide accurate billing in a manner that meets the City's requirements. The key tools include the following:

- **Resource Planning:** Our weekly, monthly, and 6-month "castaheads" system is used on a firmwide basis to forecast workloads, availability of staff, and identifies key resources required for successful project and task order delivery. This system gives us the ability to manage workload peaks and valleys, and we take proactive steps to keep projects and task orders on track. With access to more than 8,500 employees across the firm, Jason is able to re-allocate staff in an as-needed situation to seamlessly meet the contract and task order's needs.
- **Document Control:** We use a document control system in which electronic copies of task order deliverables and significant task order communications are filed and tracked by the task order number and key words. Our streamlined electronic filing system includes records of meetings and data shared; documentation of design decisions; and data collected and/or provided by others, allowing us to quickly locate task order records and respond to your requests in a timely fashion. In addition, Kimley-Horn offers our proprietary project management platform called SMARTS that, at the City's discretion, can help our team and the City

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achieve seamless coordination on task orders of all types and sizes. Many of our clients and internal team use SMARTS to collaborate between status calls, track updates to keep projects/task orders on schedule, and run custom reports to inform meetings with stakeholders. SMARTS is flexible and scalable to meet client and team needs, and task order data can be stored, organized, and filtered across people and programs, giving all individuals involved a single source of up-to-date task order information.

- **Schedule Monitoring:** Our team utilizes a variety of tools to manage schedule adherence, as dictated by the requirements of each task order. The various scheduling tools used by our team include Primavera and Microsoft Project, and they provide our contract and task managers with effective tools for internally managing the task order, allowing up-to-date task order schedule information to be available to the City as requested.
- **Cost Estimating:** We understand that the cost estimates we provide will ultimately be used by the City and cooperating agencies to make important decisions regarding the expenditure of significant public tax dollars. We have extensive experience estimating costs for public works projects. To the extent possible, our estimates are based on unit prices taken from recent similar projects/task orders in the region, including costs contained in the Caltrans database. We will also work with City staff to identify other recent projects/task orders that may have helpful, recent bid prices. For projects/task orders with unique items of construction for which no local recent bid can be identified, we turn to our nationwide experience to obtain either comparable bid prices (if possible) or informed professional opinions as to probable cost. Our confidence in the reliability of our cost estimates is based on a track record of proven success. We have been highly successful in obtaining construction bids that are at or slightly below the engineer's estimate.

Task Order Level

Our contract and task managers are held accountable for task order delivery, including quality, scope, budget, and schedule. As such, we have a set of task order-specific tools that they use to manage schedule, costs, resource needs, earned value, and identify risks.

- **Budget and Expenditure Monitoring:** Kimley-Horn's MIS provides our contract and project managers with a set of project control tools to manage schedule, costs, earned value, and provide accurate billing in a manner that meets City requirements. As we previously detailed, our contract and task managers use our MIS to monitor the progress of task orders on a bi-weekly basis. Additionally, Kimley-Horn uses daily electronic timesheets. This practice allows us to accurately track and bill our time; allows task managers the ability to check progress daily; and maintains compliance with federal auditing requirements set by Defense Contract Audit Agency (DCAA).
- **Earned Value:** As part of the MIS system, Kimley-Horn has a "Cost to Complete" tool, which is updated monthly to allow contract and task managers the ability to monitor earned value against task order budget. Task managers are required to fill in their expected "cost to complete" on a mid-month basis, which provides an additional milestone for monitoring actual versus predicted expenditures.
- **Risk Management:** At Kimley-Horn, we take steps to anticipate, understand, and have a plan to successfully manage task order risks, which has been a key to our team's success. We employ a similar strategy to the Caltrans Project Risk Management Plan on our task orders.

Scope Control

We have a three-part, proactive approach to managing and controlling task order scopes.

1. **Maintaining consistent communication and coordination with the City project manager and key stakeholders from task order initiation to closeout.** Regular interfacing with the City project manager is the best way to control scope and budget creep, limit task order surprises and/or risks, and understand potential changes in the task order's needs. Task order communication levels required for successful task order delivery will vary depending on the size and scope of the task order.
2. **Establishing a clear definition of the scope.** It is imperative that both the City project manager and Kimley-Horn contract and task managers have the same task order understanding and expectations at the start of a task order. Over the years, we have developed a solid understanding of the task order process and have tailored our approach to task order scopes and fees accordingly. A clearly defined scope and fee helps so that expectations of both the City project manager and Kimley-Horn contract and task managers can be met, and that task orders can be delivered more efficiently.
3. **Regularly monitoring and updating the work plan created at the start of each task order.** The task order work plan is tailored to the specific type and size of task order, and includes basic information such as task order scope, budget, and schedule as well as additional task order-specific items such as: document control, quality control/quality assurance (QC/QA), risk management, staffing, and communication plans.

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QC/QA

At Kimley-Horn, quality is essential to all phases of a task order life cycle, including inception, planning, design, construction, and operations. Kimley-Horn measures the success of our quality by the following metrics:

- Client satisfaction
- Limited construction change orders
- Construction costs near our engineers' opinion of costs
- Task order delivery within schedule and budget

To achieve the above metrics, we actively implement our firmwide QC/QA policies and procedures on all of our contracts and task orders.

- **Quality of Scope and Schedule:** Quality starts with a mutual understanding of project/task order goals and deliverables. Our team includes technical specialists who provide senior-level review of the scope of work, budget, and schedule before they are presented to the City.
- **Quality of Planning and Preliminary Engineering:** We listen to our clients and tailor our task order to the requirements of the end user. Where applicable, we coordinate closely with the ultimate user throughout the life of the task order. Our teams emphasize consensus-building with the key task order stakeholders early to aid in the basis of design's development. We use proven tools to help communicate and visually represent the end product, such as visual simulations, operational modeling software, material boards, and architectural renderings.
- **Design Quality:** The true test of the quality of a design occurs during construction of the task order. Anything missing from the design or ambiguity on the plans or in the specifications is found by the Contractor. Our goal is to minimize construction changes through a thorough and complete QC/QA process prior to and during the design. Kimley-Horn's QC starts with experienced, proficient professionals who know how to implement innovative, cost-saving ideas and employ task order management practices that have proven to be successful. Key parts of quality control during the design process are field visits and site knowledge, understanding of regulatory and funding requirements, and technical knowledge.
- **Project/Task Order Construction Bids:** Kimley-Horn's quality control measures focus closely on construction estimates. Our team has extensive resources and recent experience that we combine with unit prices taken from recent similar projects/task orders to create our engineer's opinion of probable construction cost. The quality and accuracy of our estimates is the result of our early efforts to define the basis of design assumptions and identify technical methods. Reviews by senior technical staff help to provide the quality of the estimate. We are proud of our success rate—our recently bid projects/task orders have consistently come in at or slightly below the engineer's estimate.
- **QC/QA Implementation:** The QC/QA plan that Kimley-Horn and our subconsultants will follow in the execution of services prepared under this contract is currently being utilized successfully on our other local public contracts and includes the following six key elements:

- **Structure:** Each QC/QA plan includes the contract manager (responsible for the overall quality of the task order), task managers (engineers responsible for discipline design development), and a QC/QA manager (responsible for verifying that the QC/QA plan is being implemented and followed).
- **Procedures:** As demonstrated by the sample design review checklist on the following page, intra-disciplinary checking of documents will be performed by a competent individual within each discipline other than the designer. We have established a color-coded comment process that involves the following steps: an initial check (performed by the checker); a review of comments so that suggested changes to the documents are given adequate consideration and the resolution is documented (performed by the designer); a review so that changes to the documents are completed in the original documents (performed by the designer); and finally, a review so that changes to the documents are completed accurately (performed by the checker).
- **Inter-Disciplinary Reviews:** Inter-disciplinary reviews and coordination are performed throughout the task order and prior to key submittals, when senior staff from the various discipline groups are brought together to discuss and comments on the interaction of the overall project/task order elements.
- **Quality Assurance Audit:** The QC/QA manager will be responsible for conducting a QC/QA audit after completion of the checking and review process and prior to the submittal of any document or deliverable.
- **Deliverables and Document Control:** The task manager will manage the submission of design documents after the QC/QA audit is complete and at milestone completion dates.
- **Corrective Action Measures:** Corrective action measures will be taken if incorrect or nonconforming work is discovered in deliverable items that have already completed the QC/QA process



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Plan Checking

Process

We have developed a design plan checklist for review to utilize alongside the City's plan check list. When notified by the City of a plan submittal, we will schedule a pick-up of the plans for delivery to our office, and then check for completeness of the plan submittal, log the plan set, and distribute for plan check. The first plan check will be completed within 2 weeks or less and will be returned to the City. The returned plans will contain "red line corrections" and written comments. We will follow the City's templates for written comments to be consistent across the board with the other City Consultant's. Task orders will be referenced by task order number and street address or per the City's instruction. When the plans are returned and resubmitted for review, the second plan check will be completed within 2 weeks or less and will be returned to the City. If all corrections are made, we will provide a positive statement that the plans are ready for permits to be issued. If a third plan check is required, we will advise the City and, if appropriate, will schedule a meeting between the design engineers, project owners, City staff, and plan checker to resolve any outstanding issues. We will document and log task orders for tracking purposes. Upon completion and issuance of permits, the complete task order file will be returned to the City for record retention.

We intend to provide the City and its customers with quality plan checking services. Based on our previous experience with similar types of services, we understand the importance of the first round of the plan review. Our goal is to have a comprehensive review on the first plan checking. Below is a detailed time frame of a typical project/plan check task order:

1. Within 2 business days of receipt of the City's transmittal, Kimley-Horn will provide the City with its proposal for the level of support along with its NOT TO EXCEED fee for the individual task order.
2. For an average size and complex task order, each plan check submittal will be completed in 10 working days from the date of notice to proceed. Larger and more complex task orders' plan checking will be completed in 15 working days or as agreed with the City.
3. Expedited plan review submittal will be completed in a 5-working-day turnaround or as agreed with the City.

Kimley»Horn		DESIGN REVIEW CHECKLIST					
Checker (Print Name) _____	Organization _____	Package Name _____	Sheet _____	of _____			
Contract _____		Contract No. _____	Date _____				
<small>I have reviewed the (drawings/specifications/calculations) for items checked on the following list. The items checked were found <input type="checkbox"/> generally acceptable <input type="checkbox"/> generally deficient <input type="checkbox"/> acceptable with exceptions) for the level of detail and completeness required of this submittals. I recommend this submittal be <input type="checkbox"/> accepted <input type="checkbox"/> reworked</small>							
Signature _____							
SUBMITTALS STATUS: € INTERMEDIATE (35%) € PRE-FINAL (65%) € FINAL (100%)							
ALL DRAWINGS	OK?		NOTES <small>*If "N" was checked explain why</small>	REQUIRED			
	Y	N*		35%	65%	100%	
Design Criteria							
1. Check all design features, parameters, etc. for compliance with Performance Specifications				✓		✓	
2. Check and update all related interfaces in the Systems Interface List;					✓	✓	
3. Check compliance with current Design Directives list.				✓	✓	✓	
Codes, Standards, Etc.							
1. Check compliance with third party requirements				✓	✓	✓	
2. Check compliance with fire, life & safety requirements				✓	✓	✓	
3. Check compliance with applicable codes & standards				✓	✓	✓	
4. Check agreement with referenced vendor drawings and documents					✓	✓	
5. Check compliance with response to design review comments				✓	✓	✓	
6. Check compliance with CADD standards (sizes, font, weight) (Ref. CADD Manual)				✓	✓	✓	
7. Check proper use of referenced standard drawings				✓	✓	✓	
General							
1. Check sheet size				✓	✓	✓	
2. Check title block and border for correct format and size, design consultant name, submittal level and date, design by, drawn by, checked by, drawing titles and numbers.				✓		✓	
3. Check title block for client name, project name, contract number, sheet index, revision data, number & date, and proper sheet order.				✓	✓	✓	
4. All information is inside printing margins and the drawing image is inside the drawing border and title block				✓		✓	

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Coordination

We understand the importance of efficient and timely progress of all plan check processes; therefore, our engineers and managers advocate a proactive approach and teamwork among all stakeholders, including City staff, private engineers, developer representatives, residents, various City offices, utility companies, and other involved entities. Kimley-Horn's contract manager will be in constant communication with City staff to provide status updates as well as continuous monitoring of the progress of work.

Before initiation of work, if necessary, we will request a meeting with the City staff to coordinate the required level of effort leading to the task order's successful and timely delivery.

Kimley-Horn's contract manager and engineers will also attend meetings with the City staff and other stakeholders as requested by the City during the task order. We will maintain complete, accurate, and updated task order files in electronic (PDF) files. Plan check hard copies will be turned over to the City after completion of the plan check process.

In addition to continuous communication with Staff, we will provide the City with written monthly reports, including plan check logs. After task order commencement, we will conduct an in-house coordination for all team members to fully understand the scope of services, expectations of City staff, turnaround time standards, applicable standards, and approval process by involved agencies.





Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$145 - \$175
Analyst II	\$185 - \$220
Professional	\$215 - \$250
Senior Professional I	\$265 - \$345
Senior Professional II	\$360 - \$430
Senior Technical Support	\$130 - \$310
Technical Support	\$105 - \$180
Support Staff	\$95 - \$160

BR00PUSTD.A.001

Effective through June 30, 2026. Subject to annual adjustment thereafter

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

Sub-Consultants will be billed per the Contract



Name of Subconsultant: AimTD LLC
Subconsultant for: Kimley-Horn
Schedule of Rates Quote Date 7/3/2025

Personnel Name	Staff Classification	Experience	Qualifications and Certifications	Fully Loaded Hourly Rate
Javier Correa	Technician	OCTA, LADOT, SCAG projects	Traffic Data Collection: TMC and ADT Counts	\$65.00
Vitalii Yarmolenko	Technician	OCTA, LADOT, SCAG projects	Traffic Data Collection: TMC and ADT Counts	\$65.00
Ed Polunin	Project Manager/ Senior Technician	OCTA, LADOT, SCAG projects	Project Management and Traffic Data Collection	\$95.00
Olga Polunin	Project Director/Data Collection Manager	OCTA, LADOT, SCAG projects	Project Management and Traffic Data Collection	\$100.00