

**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 WILLDAN ENGINEERING, a California corporation ("Contractor"), who agree as follows:

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

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

**2. Compensation and Fees.**

**a.** Contractor's total compensation for all services performed under this Agreement, shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$250,000.00) 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](http://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”

Willdan Engineering  
2401 E. Katella Avenue, Suite 300  
Anaheim, CA 92806  
Attn.: Tyrone Peter, Director of Engineering

Telephone: 657-223-8557  
E-Mail: tpeter@willdan.com

“CITY”

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

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

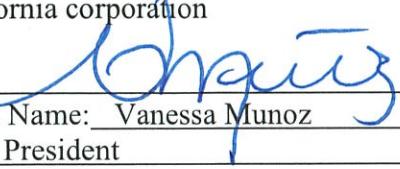
**25. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

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

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

**“CONTRACTOR”**

WILLDAN ENGINEERING,  
a California corporation

\*By:   
Printed Name: Vanessa Munoz  
Title: President

\*By:   
Printed Name: Kate Nguyen  
Title: Secretary

**“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.



## On – Call Contract Expertise

On-call engineering services are Willdan's foundation. Our staff includes former public agency or contract agency staff.

Therefore, we understand the importance and purpose of as-needed contracts and are very familiar with the processes and procedures for such services. Within the last five years, Willdan has completed projects and task orders for more than 300 as-needed/on-call contracts. This experience and the relevant experience of our dedicated and available key personnel are what best suits Willdan to provide the City with as-needed services.

Our history of working with as-needed contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and to deliver an end product our clients envision and embrace. Willdan has historically concentrated our efforts in public works engineering for cities, counties, and special districts. Since 1964, we have evolved into a professional consulting firm offering a broad array of services that provide a comprehensive and integrated approach to our clients' needs. Willdan possesses expertise in most facets of the public sector marketplace. The varied experience and background of our staff experience is an added value to our services. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience.

## Traffic Engineering Services

Willdan has completed over 30,000 traffic engineering and transportation planning projects since the 1980s when our traffic and transportation group was founded. We are experts in traffic engineering and transportation planning and bring a comprehensive vision to design implementable, forward-thinking engineering solutions that utilize technological innovations and lead the industry. Willdan's Traffic and Transportation Group has a staff of 18 individuals, ten of whom are California-registered civil or traffic engineers. These engineers are highly qualified professionals with combined traffic experience exceeding 200 years. This experience includes a significant amount of time in responsible charge of traffic functions for a variety of municipalities.

Our traffic engineering group specializes in providing all facets of traffic engineering and transportation planning to governmental agencies. Services include city traffic engineering and traffic analysis, design, plan review, and management. In addition to our proven expertise in traditional design services such as signing, striping, traffic signal, and street lighting design, we are skilled in sophisticated computer-based applications such as arterial corridor and network signal coordination studies. We are proficient in traffic impact analyses and evaluating transportation systems management. Our understanding and knowledge of design is enhanced by our familiarity with Caltrans and local standards, guidelines, and procedures.

Currently, our staff serve as contract city traffic engineers or provide traffic engineering services for approximately 42 cities in the southwest. Our front-line knowledge and understanding of local road and traffic conditions are the



### Engineering

- City Engineering
- Contract Staff Augmentation
- NPDES/TMML Compliance and Admin
- Assessment Engineering
- Grant Funding Acquisition/Admin
- Pavement Management
- Landscape Architecture
- Planning/EIR Study
- Building and Safety
- Forensic Geotechnical Investigation
- Geotechnical/Foundation Engineering
- Civil Design
- Public Works Observation
- Program/Construction Management
- Land Development Plan Review
- Program/Project Management
- Survey/Mapping/GIS/ROW Engineering
- Structural Design
- Traffic Engineering & Transportation Design
- Water/Wastewater/Stormwater Design
- Materials Testing and Special Inspection
- Geology and Seismic Hazard Analysis



### Financial Services

- Assessment District Administration
- Cost Allocation/ Study
- Development Fee Study
- Fiscal Impact Analysis
- Utility Rate Analysis
- Arbitrage/Rebate



### Resource Solutions

- Environmental Assessment/Audit
- Munitions Investigation
- Soil/Groundwater Investigation



### Energy Solutions

- Demand Side Energy Management
- Energy Efficiency
- Renewable Resources/Sustainability
- Water Conservation



### Willdan Staff of Experts

- Municipal Engineering and Management
- Highway and Freeway Engineering
- Building Safety Services
- Environmental Planning
- Geotechnical/Geological Engineering
- Assessment Engineering
- Computer-Aided Analysis and Design
- Geographical Information System (GIS)
- Program and Construction Management
- Construction Inspection and Support
- Traffic and Transportation
- Water and Wastewater
- Urban and Regional Planning
- Drainage and Flood Control
- Water Quality Management
- Structural Engineering
- Right of Way Engineering
- Landscape Architecture

### Traffic Engineering Services

- Traffic Signals and ITS Systems
- Signing and Striping
- Traffic Control
- Bicycle and Pedestrian Facilities
- Parking Facilities
- Street Lighting
- EV Charging Stations
- Traffic Signal Timing
- Traffic Operations
- Traffic Management Plans (TMPs)
- Transportation Demand Management (TDM)
- Roadway Capacity Evaluations
- Traffic Impact Studies
- Neighborhood Traffic Management
- Traffic Control Device Warrant Studies
- Safe Routes to School Plans
- Active Transportation Plans
- Engineering and Traffic Surveys
- Parking Studies/Management
- Local Roadway Safety Plans
- Safety Action Plans
- VMT and LOS Analysis





cornerstone of our services. Willdan's traffic engineering staff applies state-of-the-art concepts to confirm the adequacy of transportation facilities, to determine the need for traffic control devices, and to ensure the safe and efficient operation of the transportation system.

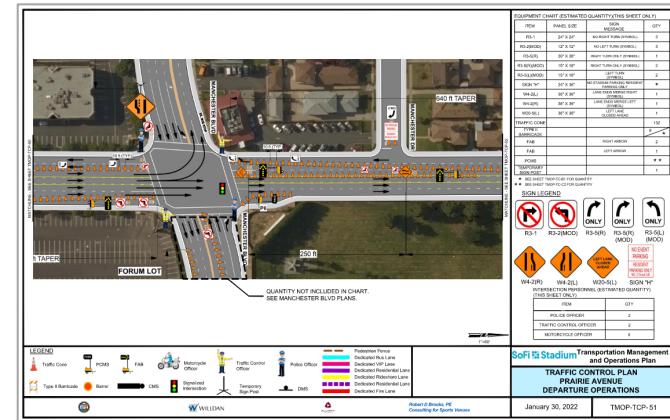
Our front-line knowledge and understanding of local road and traffic conditions are the cornerstone of our services. Willdan's traffic engineering staff applies state-of-the-art concepts to confirm the adequacy of transportation facilities, to determine the need for traffic control devices, and to ensure the safe and efficient operation of the transportation system.

## Traffic Engineering Design



Willdan's traffic engineering experience and expertise covers all facets of traffic engineering and planning, including visioning, research, and analysis to design, manage, and implement safe and efficient traffic flow. Their recommendations involve road geometry, sidewalks and crosswalks, cycling infrastructure, traffic signs, roadway markings and traffic signals. In addition to our proven expertise in traditional design services such as signing, striping, and traffic signal and street lighting design, our traffic engineers are skilled in sophisticated computer-based applications such as arterial corridor and network signal coordination studies. They are proficient in traffic impact analysis and evaluation of transportation systems management, transportation demand management, and intelligent transportation systems strategies.

Our traffic design team prepares traffic engineering designs to warn, regulate, and guide traffic and develop geometric design and channelization, traffic signal and street lighting plans, parking lot designs, and traffic control plans. They routinely lend their expertise for improvements such as neighborhood traffic management/traffic calming, traffic impacts, school area and pedestrian safety, crosswalk visibility enhancements, and local road safety plans and systemic safety improvements for local and federally funded projects.





## Grant Writing



Willdan offers expertise in funding sources to assist clients with obtaining available funding for current and future capital improvement projects. Our team offers vast knowledge of local/state/federal funding availability, along with administration and procurement requirements, for a wide variety of funding sources.

Willdan's staff members have prepared numerous funding and competitive grant applications for various client cities. The applications generally require extensive research to investigate facilities and existing conditions, soliciting support from local civic groups, and completing a detailed cost estimate for project implementation. Willdan's grant writing team members have developed an effective methodology in crafting comprehensive grant application packages that suit the City's needs.

Willdan's expertise goes beyond just grant writing and focuses on selecting winning projects by partnering with the City and fully understanding the City's goals and needs. As can be seen in the table below, Willdan has an excellent track record in pursuing and securing state or federal funding for various Cities and Counties in the last five years totaling nearly \$65 million, below is a few of our highlights that were awarded.

## Grant Funding Administration



Willdan is highly experienced in regulations pertaining to the expenditures of Federal, State, County, and local funds, which include Measure M, Community Development Block Grant (CDBG), State Transportation Program – Local (STPL), State Gas Tax, and various other grant and funding sources. Willdan has coordinated, prepared, and submitted all necessary documentation to Caltrans to assist cities in securing federal authorization and obligation of funds for projects. When requested, Willdan has prepared funding applications, invoices, and other required documentation. Although each program may encompass different components and requirements, the general process remains the same following the Caltrans Local Assistance Procedures Manual (LAPM). Willdan also keeps informed of revisions (LPPs) to procedures and forms in the LAPM. We have assisted cities at various stages of the federal/state-funded project as follows:

- FTIP Programming
- Request Federal/State Project Number
- Request for Authorization to Proceed with Preliminary Engineering
- NEPA/CEQA documentation
- Right-of-Way Certification
- Request for Authorization to Proceed with Construction
- Award Submittal
- Progress Invoice
- Final Report of Expenditures

A sample of the required federal documentation includes:

- TIP New Project Form
- Obligation Plan
- Request Federal/State Project Number
- Field Review
- Preliminary Environmental Study
- Request for Authorization
- Detail Estimate and Summary
- Finance Letter
- PS&E Certification
- Right-of-Way Certification
- Local Programs Agreement Checklist
- Local Agency Contract Award Checklist
- Resident Engineer's Construction Contract Administration Checklist
- Final Report of Expenditures Letter and Checklist
- Local Agency Final Inspection Form
- Materials Certificate

This knowledge is critical in executing projects funded by federal or state programs that have special permitting and reporting requirements. We have worked extensively for and with the CPUC, all Caltrans Districts, Caltrans Division of Structures, Regional Water Quality Control Boards, and the U.S. Army Corps of Engineers. We have processed numerous permits and approvals through FHWA, CPUC, FRA, CTC, CCC, CDFW, RWQCB, etc. We are familiar with funding, permitting, and procedural requirements of these agencies and have an excellent working relationship with the essential staff involved





in local agency programs. Our contacts with personnel in these agencies enable us to facilitate permit processing and compliance when required.

In addition, Willdan has experience preparing and processing various Caltrans forms for local agencies, including state and federal funding forms, checklists, invoices, and reports of expenditures. With numerous completed projects and more than a dozen in progress, Willdan has assisted local agencies at various stages of state- and federal-funded projects, from the initiating request to final invoicing. Willdan also maintains excellent relations with Caltrans' District Local Assistance Engineers and will answer questions regarding the submittals and status of the projects.

#### Reference for LAPM Compliance Capabilities

Mack (Seree) Yenjai, P.E.  
OGO/Sr. Construction Oversight Engineer  
HQ Division of Local Assistance  
(916) 205-9908  
[seree.yenjai@dot.ca.gov](mailto:seree.yenjai@dot.ca.gov)

## Civil Engineering



Willdan's highly trained and experienced civil engineering staff is supported by technical experts in various disciplines throughout the company. As a result, Willdan offers a range of expertise that only a large firm can provide. Willdan's civil design expertise includes transportation engineering; hydrology, drainage, water quality, and water/wastewater engineering.

Our experiences involve a full range of project size – from local street rehabilitation to multi-million-dollar highway, transit corridor, and rail station projects. Willdan has provided engineering design, review and construction management for hundreds of roadway improvements, rehabilitation, and resurfacing projects. Willdan has expertise in all aspects of hydrology, drainage, and flood control, ranging from local and regional drainage and flood control improvements to hydraulic and sediment transport analyses of major rivers. In addition, Willdan's design experience encompasses virtually every type of water and wastewater system project, including collection systems, disposal facilities, distribution pipelines, master plans, production wells, pump stations, reservoirs, studies, telemetry monitoring systems, and treatment facilities.

To accompany our projects, Willdan implements water quality measures to meet the State and County requirements of the National Pollutant Discharge Elimination System (NPDES). Willdan prepares erosion and sediment control plans in accordance with City and State Regional Water Quality Control Board requirements. We have been providing project design of Low Impact Development (LID) practices such as green streets, infiltration basins, rain gardens and bioretention/biofiltration facilities for compliance with the LID requirements of the Orange County Water Quality Management Plan (WQMP) and Technical Guidance Document.

## Engineering Plan Checking



Willdan provides engineering plan review services for a variety of land development projects. The work encompasses review of improvement plans, including street plans, traffic signal plans, striping plans, street lighting plans, drainage plans, roadway, sewer, water, grading plans, erosion and sediment control plans and storm water quality and SWPCP/SWPCC documents. The Engineering review is done by licensed civil engineers, with support from technical staff. Our civil engineers draw from their municipal expertise to coordinate the land development review such that all agency conditions of approval, regulatory permitting, engineering standards and policies are complied with and also that good engineering practices are followed in general. This includes performing a project site visit, review, and application of information from the soils, geologic and seismic reports, fire flow calculations, sewer reports, mapping and related documents, easements, cost estimates and planning documents such as approved site plans and conditions of approval. The Willdan team is adept at coordinating a complete land development review, from project inception and conditioning through approval and permitting and also final as built and acceptance procedures.

#### Engineering Plan Checking

Improvement Plans  
Street Plans  
Traffic Signal Plans  
Striping Plans  
Street Lighting Plans  
Drainage Plans

Roadway, Sewer, Water, Grading Plans  
Erosion and Sediment Control Plans  
Storm Water Quality and  
SWPCP/SWPCC Documents

## Construction Management and Inspection



Willdan understands that the City of Orange may seek assistance with construction management and inspection services related to the City's Capital Improvement Program under this contract, which typically include traffic signals and street lighting, 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.





Construction management services will include constructability reviews, bid analysis, staff reports, general contract administration submittal and RFI review and processing, constructability reviews, change order review, safety monitoring, progress payment review and processing, inspection, claims review and analysis, labor compliance, community workforce agreement compliance, project closeout, community outreach, and federal funding administration. Inspection efforts shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations such as Greenbook, Caltrans, APWA, AWWA, City of Orange, and other applicable codes and regulations. Through Willdan's long history of providing these identical services to cities and counties throughout California, we have ascertained that success working under this type of on-call contract is dependent upon understanding a variety of elements such as:

- Short project durations and minimal lead times for assignments may be required
- Flexibility in service assignments, understanding work to date, and coordinating the completion of project tasks already started by agency staff is crucial
- Staff availability to work assignments as they develop is critical to moving projects forward
- Efficient use of resources is important for project assignments that are relatively small
- Consistent, organized project management is vital due to the potentially large numbers of projects that may be in process
- Regular attention to quality assurance and control is particularly important as short-term projects may limit the number of interim review steps often associated with a project-specific contract

At any given time, Willdan has over 200 on-call contracts where project assignments are issued by the public agency on an as-needed basis. The project scopes, schedules, and costs are negotiated and agreed upon prior to project award. Every month, Willdan reports on the progress and performance of each project. The scope of services requested varies from project to project and can include any combination of constructability reviews, bidding assistance, construction management, construction inspection, labor compliance, materials testing, utility and outside agency coordination, and project closeout.

## C. Certificate of Insurance

Willdan has the willingness and ability to provide the required insurance coverage as set forth by the City requirements within ten calendar days of notification of selection for award of this Agreement. Willdan has provided a copy of the City's Attachment B: Insurance Checklist along with a sample copy of Insurance Certification in the Appendix of this submittal.

## D. Validity of Proposal

This proposal will be valid for 120 calendar days from the date of submittal.

## E. Certification of Understanding

Willdan understands that the City assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any Agreement resulting from this RFP unless:

1. such understanding or representations are expressly stated in the Agreement; and
2. the Agreement expressly provides that the responsibility therefore is assumed by the City. Representations made but not so expressly stated and for which liability is not expressly assumed by the City in the Agreement shall be deemed only for the information of the Proposer.

## F. Statement of Compliance with Agreement's Articles/Terms and Conditions

Willdan confirms that this proposal is in compliance with said Request for Proposal information and has no exceptions.

### Construction Management

Construction/Project Management  
Resident Engineer  
Construction Inspection Services  
Special Inspection Services  
Constructability Review  
Scheduling Services  
Cost Estimating



July 17, 2025

City of Orange  
 Traffic Division  
 300 E. Chapman Avenue  
 Orange, CA 92866

**Subject: Fee Proposal for On-Call Traffic Engineering Services, RFP No. 24-25.24**

As a multidisciplinary firm, **Willdan Engineering (Willdan)** has a full complement of resources under one roof, enabling us to deliver the complete range of services to the City's On-Call Traffic Engineering Services contract. We have assembled a team of highly qualified and deeply experienced individuals—led by the top discipline leaders in each of the City's focus areas—and are fully committed to the successful completion of assignments under this contract.

Attached is our schedule of hourly rates that includes overtime hourly rates, mileage costs and pricing for any additional billing requirements such as travel cost and lodging which should not exceed the current IRS rates. Due to page limitations, we have provided our subconsultant NDS's rates below.

Tyrone Peter, PE, Director of Engineering, is authorized to execute agreements and contracts on behalf of Willdan Engineering. He can be contacted by phone at (657) 223-8557 or by email at [tpeter@willdan.com](mailto:tpeter@willdan.com).

We appreciate this opportunity to submit our proposal to the City of Orange and look forward to working with you. If you have any questions, please contact Tyrone Peter at the information above or our project manager, Jeffrey Lau by phone at (562) 364-8526 or by email at [jlau@willdan.com](mailto:jlau@willdan.com).

Respectfully submitted,

**WILLDAN**



Tyrone Peter, PE  
 Director of Engineering

**2025 NDS Pricing (Tier 1)**



National Data & Surveying Services

Turning Movement Counts (per location)	
2 Hour Volume – 1 Person	\$130
4 Hour Volume – 1 Person	\$195
2 Hour Volume – 2 Person	\$200
4 Hour Volume – 2 Person	\$335
Additional Hour	\$45 (1 person) \$80 (2 person)
Road Tube Machine Counts (Per Location)	
24 Hour Volume Count	\$90
Each Additional (Consecutive) Day	\$45
24 Hour Classification <u>OR</u> Speed Count	\$115
Each Additional (Consecutive) Day	\$55
24 Hour Classification <u>AND</u> Speed Count	\$145
Each Additional (Consecutive) Day	\$85
Additional Services (Per Location)	
Spot Speed Radar (100 Cars <u>OR</u> 2 Hour Max, whichever comes first)	\$100



## Schedule of Hourly Rates

Effective July 1, 2025 to June 30, 2026

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$83	Code Enforcement Technician	\$109	Labor Compliance Specialist	\$150
Technical Aide II	\$106	Code Enforcement Officer	\$125	Labor Compliance Manager	\$188
Technical Aide III	\$124	Senior Code Enforcement Officer	\$147	Utility Coordinator	\$172
CAD Operator I	\$132	Supervisor Code Enforcement	\$178	Office Engineer I	\$151
CAD Operator II	\$153	Fire Plans Examiner	\$178	Office Engineer II	\$165
CAD Operator III	\$170	Senior Fire Plans Examiner	\$195	Assistant Construction Manager	\$172
GIS Analyst I	\$169	Fire Inspector	\$164	Construction Manager	\$191
GIS Analyst II	\$185	Senior Fire Inspector	\$178	Senior Construction Manager	\$207
GIS Analyst III	\$193	Fire Marshal	\$210	Resident Engineer I	\$215
Environmental Analyst I	\$149	Plans Examiner Aide	\$117	Resident Engineer II	\$223
Environmental Analyst II	\$166	Plans Examiner	\$178	Project Manager IV	\$241
Environmental Analyst III	\$177	Senior Plans Examiner	\$195	Deputy Director	\$255
Environmental Specialist	\$191	Assistant Construction Permit Specialist	\$125	Director	\$261
Designer I	\$174	Construction Permit Specialist	\$131	INSPECTION SERVICES	
Designer II	\$181	Senior Construction Permit Specialist	\$155	Public Works Observer **	\$135
Senior Designer I	\$190	Supervising Construction Permit Specialist	\$164	Public Works Observer ***	\$164
Senior Designer II	\$199	Assistant Building Inspector	\$147	Senior Public Works Observer**	\$147
Design Manager	\$205	Building Inspector	\$164	Senior Public Works Observer ***	\$164
Senior Design Manager	\$212	Senior Building Inspector	\$178	MAPPING AND EXPERT SERVICES	
Project Manager I	\$192	Supervising Building Inspector	\$195	Survey Analyst I	\$151
Project Manager II	\$213	Inspector of Record	\$208	Survey Analyst II	\$174
Project Manager III	\$223	Assistant Building Official	\$185	Senior Survey Analyst	\$187
Project Manager IV	\$241	Deputy Building Official	\$211	Supervisor - Survey & Mapping	\$209
Principal Project Manager	\$247	Building Official	\$211	Principal Project Manager	\$247
Program Manager I	\$203	Plan Check Engineer	\$204	LANDSCAPE ARCHITECTURE	
Program Manager II	\$215	Supervising Plan Check Engineer	\$206	Assistant Landscape Architect	\$157
Program Manager III	\$235	Principal Project Manager	\$247	Associate Landscape Architect	\$181
Assistant Engineer I	\$146	Deputy Director	\$255	Senior Landscape Architect	\$199
Assistant Engineer II	\$160	Director	\$261	Principal Landscape Architect	\$211
Assistant Engineer III	\$169	PLANNING		Principal Project Manager	\$247
Assistant Engineer IV	\$180	CDBG Technician	\$88	ADMINISTRATIVE	
Associate Engineer I	\$189	CDBG Specialists	\$106	Administrative Assistant I	\$102
Associate Engineer II	\$198	CDBG Analyst	\$125	Administrative Assistant II	\$123
Associate Engineer III	\$202	CDBG Coordinator	\$156	Administrative Assistant III	\$144
Senior Engineer I	\$205	CDBG Manager	\$188	Project Accountant I	\$116
Senior Engineer II	\$210	Housing Program Coordinator	\$156	Project Accountant II	\$136
Senior Engineer III	\$213	Planning Technician	\$134	Project Controller I	\$144
Senior Engineer IV	\$217	Assistant Planner	\$167	Project Controller II	\$163
Supervising Engineer	\$226	Associate Planner	\$181		
Traffic Engineer I	\$226	Senior Planner	\$206		
Traffic Engineer II	\$241	Principal Planner	\$215		
City Engineer I	\$241	Planning Manager	\$228		
City Engineer II	\$247	Deputy Director	\$255		
Deputy Director	\$255	Director	\$261		
Director	\$261				
Principal Engineer	\$278				

\*\* For Non-Prevailing Wage Project

\*\*\* For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2025 thru June 30, 2026, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations

