

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 JMDIAZ, INC., a California corporation ("Contractor"), who agree as follows:

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

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

2. **Compensation and Fees.**

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

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

3. **Payment.**

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

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

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

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

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

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

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

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

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

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

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

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

12. **Reserved.**

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

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

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

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

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

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

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

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

17. **Indemnity.**

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

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

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

“CONTRACTOR”

“CITY”

JMDiaz, Inc.
333 City Boulevard West, Suite 1700
Orange, CA 92868
Attn.: Juan M. Diaz

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

Telephone: (714) 912-2180 ext. 1101
E-Mail: jmdiaz@jmdiaz.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”

JMDIAZ, INC., a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Juan M. Diaz
Title: President/CEO

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Juan M. Diaz
Title: Chief Financial Officer

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.

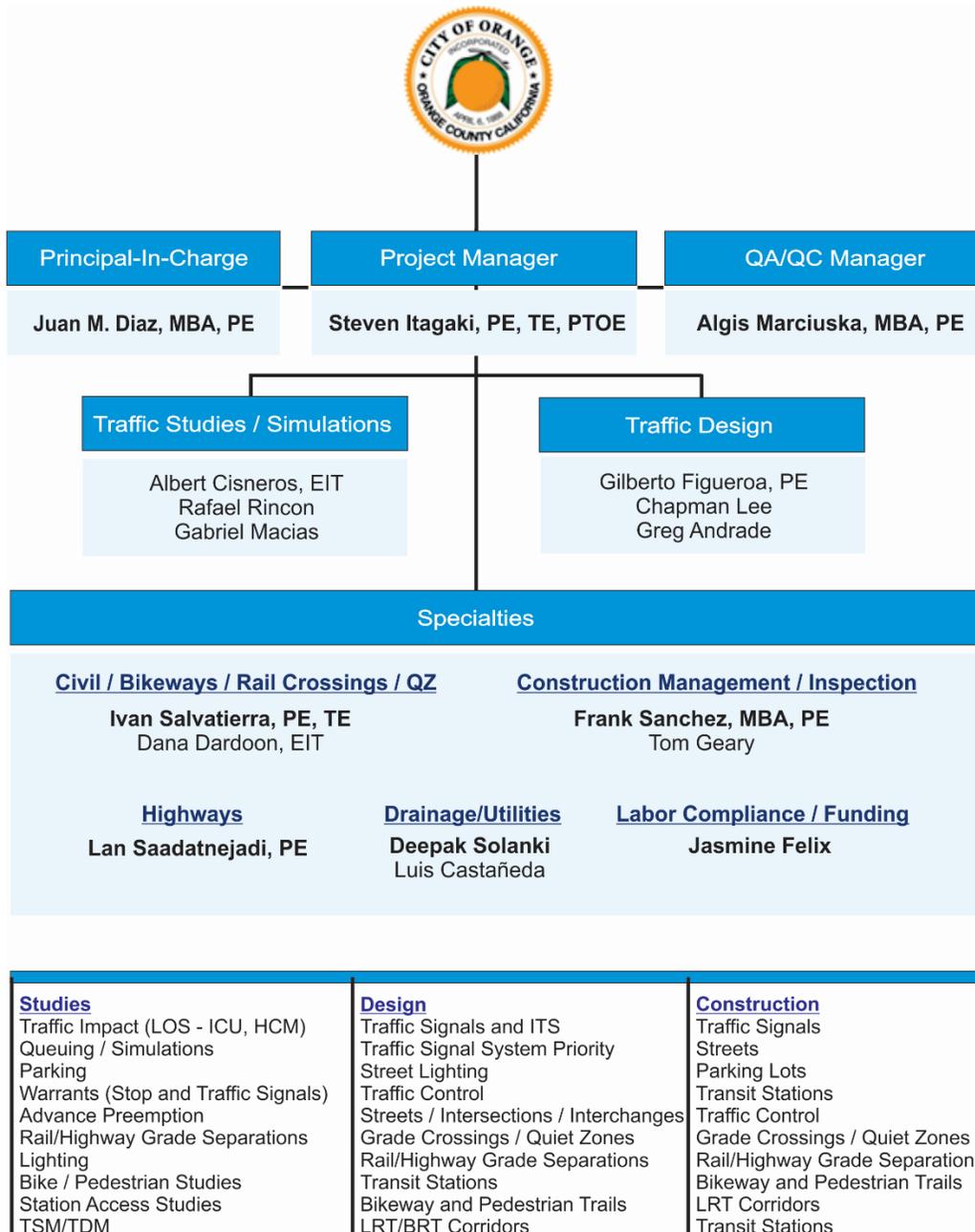
A member of the consulting firm will be required to attend meetings with other jurisdictions, City departments, or public outreach events if an individual project requires extra coordination.



Table 1 – JMD Key Personnel Workload and Availability

KEY PERSONNEL & CERTIFICATIONS	CURRENT WORKLOAD	AVAILABILITY
Deepak Solanki Drainage/Utilities	<ul style="list-style-type: none"> On-Call City Engineering Services, City of Brea (25%) On-Call Staff Augmentation Services, City of Glendora (25%) 	50%

Figure 1 – Organization Chart





Section H

Work Plan



H. Work Plan

Project Understanding

The City of Orange is soliciting proposals from qualified traffic engineering consultants for professional traffic engineering services on an as-needed basis for a minimum of three (3) years, with the possibility of two (2) additional annual renewals. The City plans to contract with multiple firms in order to augment the City's own Traffic Engineering capabilities and provide high quality expertise where needed.

All work will 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 been identified and authorized by the City, will not be compensated.

Approach

Our approach to this traffic engineering services on-call project is to be Service-Oriented and keep the City informed throughout the project. We will meet early with City staff and other impacted agencies, if applicable, in order to discuss scope, schedule and process. Once we have prepared the final scoping documents and are issued a Notice to Proceed, we will begin the preliminary phase of the project, which typically consists of research and data collection, utility identification, coordination and investigation; field surveying and topographic mapping; identification of facilities to be modified or replaced; and preparation of any required design reports and conceptual or preliminary plans for the proposed improvements. If right-of-way or easements are required, a preliminary right-of-way map will be prepared showing parcels to be acquired and conceptual modifications to existing properties.

JMD will utilize existing information available from previous studies, reports, investigations, and analyses as a basis to begin any study and/or design work. This information will be augmented and updated, where required. Because they are typically on a project schedule's critical path and may require substantial lead time, the following tasks will begin immediately upon receipt of Notice to Proceed:

- Research and Data Collection
- Secure Permits Required for Access to the Project

- Utility Identification and Coordination
- Identification of Right-of-Way Requirements
- Determination of Environmental Requirements

Communication and Coordination

JMD will meet with the City's functional unit staff responsible for review of specific elements of the conceptual and



preliminary plans as we are working on them. Draft copies of this work will be submitted for significant work items before the milestone submittal date with follow-up meetings to solicit input. This early coordination gives us a clear understanding of what the functional unit reviewers expect while giving the reviewers a preview of what will be submitted before actual submittals are made.

Design of transportation improvements on existing facilities in typically urban settings presents some unique issues and requires experience and proven, yet innovative, design techniques. Based on our past experience, we understand the complexity of retrofitting existing transportation facilities while maintaining basic services, traffic flow and minimizing impacts to the roadway user. Specific items related to transportation improvement projects can include:

- Utility location and relocation
- Existing conditions and compliance with current standards (knowing when to upgrade existing facilities to current design standards that may impact the project schedule and costs)
- Construction staging
- Construction traffic control
- Permits and approvals

Furthermore, many City transportation improvement projects may involve multi-agency approvals. This requires planning, communication and follow through to successfully secure consensus and process approvals through impacted agencies

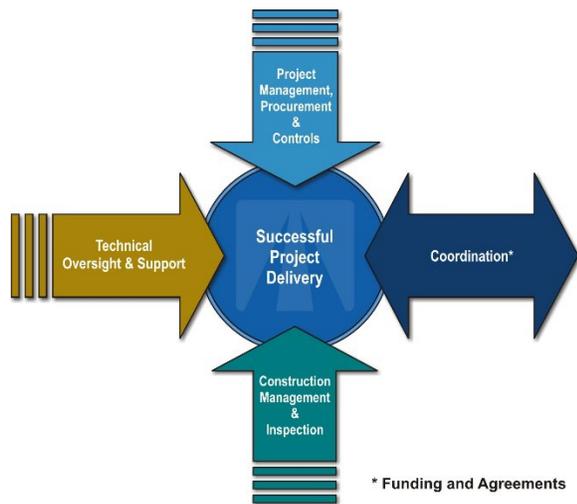


Scope of Work

JMD's scope of work includes and is not limited to the following services:

- Traffic studies for capital projects
- Traffic and/or parking study review for private developments
- Traffic signal design
- Traffic control plan preparation
- 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 & 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 services may be requested
- General municipal traffic engineering services

These services typically involve the four primary areas of project and construction management, technical oversight, and coordination with multiple parties, as illustrated below.



JMD will rely on the City's background, requirements, general tasks, and deliverables discussed below.

A. Background

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.

B. Requirements

All design work and improvement plan check services will 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.

C. General Tasks

JMD understands 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 lighting systems. These plans include, but are not limited to: traffic signal plans, Intelligent Transportation Systems plans, traffic signal interconnect plans, and lighting 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 will 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.

As an experienced on-call traffic engineering consultant to many other neighboring agencies, JMD understands the City's needs and offers a Project Manager and team that know the City's objectives and procedures to meet them. Furthermore, we offer a comprehensive understanding of traffic engineering including related disciplines such as highways, roadways, railroad and rail transit engineering.

D. 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, JMD 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.

JMD will rely on its close working relationships with City staff and be accessible throughout the contract duration. JMD will act as an extension of City staff under City supervision.

JMD will attend meetings with other jurisdictions, City departments, or public outreach events if an individual project requires extra coordination.

Management Plan





JMD's Management Plan, applicable to on-site and off-site tasks, consists of three primary components, namely, People Management, Project Management, and Quality Management. The first focuses on leading the team to achieve the desired project objectives. The latter two consist of using appropriate project controls to effectively manage the project deliverables, schedule, and budget.

A typical project would be managed in accordance with each component to meet the City's objectives in a timely manner. Each of these components are discussed in the following pages.

People Management

People management consists of JMD team leadership and consultant oversight through effective planning, staffing, and communication as discussed below.

Planning

After our kickoff meeting with the City, we will hold an internal team meeting to discuss the project's objectives, milestones, staffing needs, schedule, and task responsibilities. Our goal will be to establish a realistic plan to meet all program requirements.

Staffing

The JMD Team is committed to delivering quality and timely services within the City's time and budget goals. We have added multiple groups of professionals to work as squads and manage multiple projects conveniently. In addition, we have provided sufficient resource capacity to perform the projects or tasks in a timely manner and confirm that the key personnel proposed for the program and the individual projects will be available for the duration of the program. Currently, our work level is estimated at approximately 60 percent of capacity and declines to 50 percent over the anticipated life of this project. Mr. Itagaki, our proposed Project Manager, is available over 60 percent of his time during the next 12 months as shown below. During our internal team meeting, we will prepare a team staffing plan to ensure the right people are available at the right time for each project task.

Communication

The Project Manager will work closely with the consultants and the JMD in accordance with the project requirements. Under the current Covid-19 conditions, communication will be through the use of video conferencing, phone calls, and e-mails. The project team will continually discuss project issues,

progress, and reviews on a periodic basis to meet each project milestone. The ultimate objective is to lead our team and the various project consultants to the desired objectives through effective and timely communication.

Our Project Manager's experience with the City confirms that the best way to minimize delays and address unforeseen problems is to proactively communicate with the City's Public Works Director to alert him of potential issues. Our Agency Advisor/Liaison will ensure that City staff is not overburdened with project task requests. Our project manager will ensure proper communication and documentation through meetings, email, and telephone conversation minutes for project record.

Project Management

For the project development work, we propose to use a Project Management and Control System that we have used successfully on similar transportation infrastructure projects. The monitoring and controlling of schedules and budgets will provide a means to ensure that the proposed work plan is implemented effectively in an efficient and timely manner. JMD understands the requirements of Federally funded projects and is prepared to assist City staff with any documentation necessary for project reporting.

The core of JMD's system is a monthly Project Management Report comprised of two sections:

- **Status Report** - Arranged by task, this report discusses budget and schedule; issues which need to be resolved; coordination required between the project team, client staff and other agencies; and actual versus planned progress.
- **Project Control Report** - This is a computerized report which tracks budget and schedule and is refined and customized to meet the specific project needs. This report is issued monthly and can easily be produced more often, if required, for more frequent project control.

It is critical that the project management system be flexible and able to accommodate scheduling adjustments that may occur. Our management system is tailored towards this program's specific needs and can be adjusted if needed. In the event of a schedule shift, a recovery plan will be developed and implemented to either meet the original milestone dates or other dates mutually agreed to by the City and JMD. The schedule will provide a tool with which the Project Director can closely monitor the scheduled



timing of each task and permit overall management control of the project.

Project Scope, Schedule, and Cost Control

The monitoring and controlling of project scope, schedule and cost will provide a means to ensure that the proposed work plan is implemented in an efficient and timely manner.

Initially, the scope of work will be carefully negotiated with the City to ensure that we understand your intent and expectations for the project. The negotiated scope will be translated into a written format with identified budgets, milestones, and deliverables. Anticipated exclusions and items to be provided by the City, Caltrans and other public agencies will be defined, reviewed, and discussed. A detailed project schedule will be developed and outline the significant project milestones and their estimated completion date based on our experience with similar projects with local agency oversight and approval. Control of scope, schedule and cost will be achieved using the following Project Management Control System that JMD managers are using successfully on similar projects. The core of this system is a monthly Project Management Information System comprised of the following three elements:

Critical Path Method (CPM) Schedule

JMD has in-house staff with expertise in Microsoft Project Planner. A comprehensive project schedule will be initiated by our Project Manager and will serve as the controlling document for tracking progress of the work. This schedule will form the framework for measuring our actual performance to planned performance and can be used for periodic updating of the City's work plan and financial planning. The project team will meet prior to beginning work on the project to collectively determine the smaller work tasks required to complete the major work activities as established in the scope of work. A sequencing plan of these smaller work tasks, using precedence format, will be developed which, in turn, will determine the overall schedule. The series of work tasks and resulting schedule will be diagrammatically exhibited as a Critical Path Method (CPM) flow chart. This flow chart, which highlights the critical path, will be used to determine the intermediate project milestones.

Project Control Report

Prior to beginning a project, the Project Manager will prepare a Project Control Document which defines

major tasks, subtasks, milestone submittals and task budgets. This information is entered into our centralized accounting system that provides the Project Manager with a weekly report on project budget status based on weekly timecards and direct expense information. The Project Manager estimates project completion weekly and compares estimated with actual project expenditures to date. This comparison gives the Project Manager a weekly "snapshot" project cost evaluation. The Project Manager, with assistance from Project Engineers and subconsultants, will prepare a monthly cost-to-complete estimate that is a valuable tool in keeping a project on budget and validating the Project Manager's estimate of project progress.

Project Status Report

Arranged by task, this bi-weekly internal report discusses budget and schedule; project issues which need to be resolved; coordination required between the project team, City staff and other agencies; and actual versus planned progress.

Quality Management

Quality Management or Quality Control/Quality Assurance is a process that begins with the preparation of the proposal and signing of the contract. Understanding the City's requirements and expectations is the first step in providing a quality project. JMD will follow the City's QA/QC procedures but, if necessary, may also rely on its own QA/QC procedures to supplement those by the City.

JMD has developed an office environment and philosophy which encourage quality. Our quality assurance program includes preparation of a Quality Control (QC) Plan for each individual project which specifies the responsibilities, requirements, and procedures for quality control. The plan is modeled after the ASCE publication, "Quality in the Constructed Product," is flexible, and can be modified to respond to specific client requirements.

JMD's quality assurance program provides:

- A quality review team for the project. The quality review team is responsible for monitoring adherence to procedures and practices by:
- Surveillance of project activities along with document reviews proving their performance,
- Verification of calculations and other analytical work, and



- Independent auditing to check that quality control and technical procedures are being properly implemented and followed.
- Duties and responsibilities of those personnel in the organization having significant quality assurance responsibilities (i.e., Principals, Project Managers and QA/QC Managers).
- Value engineering on projects of significant value to avoid unnecessary project costs.

Controlling quality is achieved differently for each service category but the end result is the same – producing quality service, deliverables, and results.

Traffic and Transportation

In the case of traffic and transportation projects, the ultimate goal is producing quality contract documents that ensure timely construction, minimal to no change orders and result in scope adherence. A Traffic Project Process Flow Chart is illustrated in *Figure 2* below.

Plan Checking

Controlling quality for plan checking services is best achieved by assigning highly experienced staff who have a solid technical background, knowledge of the City's requirements and preferences as well as a clear understanding of the process, shown in Figure 2, to guide the applicant in a clear and direct manner.

Construction Management

Controlling quality during construction requires a team focused on meeting the following quality indicators:

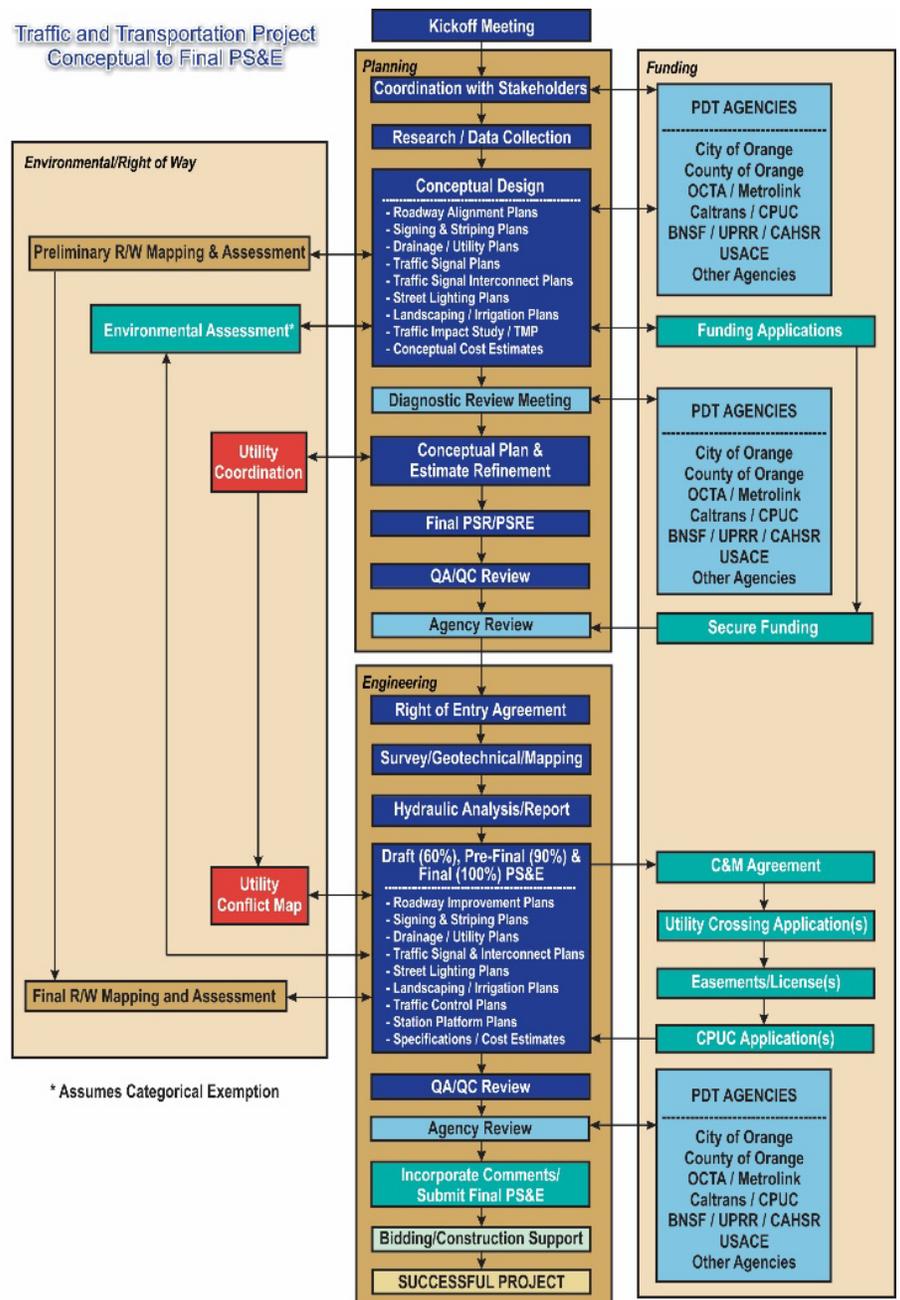
Visual – achieving quality workmanship through past experience.

Measure – measuring the Contractor's progress and anticipate the Contractor's efforts to catch potential deviations or mistakes.

Enforcement – providing the perfect balance of contract document adherence with the right level of inspection to meet the project's intent.

Results – relying on daily tracking to keep the project within budget (i.e., no change orders), on schedule and aesthetically pleasing to the City.

Figure 2 – Traffic Project Process Flow Chart





HOURLY RATE SCHEDULE

<u>JMD Personnel</u>	<u>Position/Title in Company</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>
<u>Off-Site</u>						
Juan M. Diaz	Principal/Rail/Transit	\$266.00	\$274.00	\$282.00	\$290.00	\$299.00
Peter Kim	Sr. QA/QC Manager	\$248.00	\$255.00	\$263.00	\$271.00	\$279.00
Jack Shah	QA/QC Manager	\$244.00	\$220.00	\$227.00	\$234.00	\$241.00
Lan Saadatnejadi	Project Engineer - Highways	\$237.00	\$219.00	\$226.00	\$233.00	\$240.00
Algis Marciuska	Sr. Project Manager/Technical Adv.	\$234.00	\$231.00	\$238.00	\$245.00	\$252.00
Steven Itagaki	Sr. Project Manager - Traffic	\$195.00	\$223.00	\$232.00	\$241.00	\$251.00
Ivan Salvatierra	Sr. Project Manager - Civil	\$195.00	\$223.00	\$232.00	\$241.00	\$251.00
Sherri Terrell	Marketing Manager	\$112.00	\$128.00	\$133.00	\$138.00	\$144.00
Gilbert Figueroa	Project Engineer	\$141.00	\$145.00	\$151.00	\$157.00	\$163.00
Luis Castañeda	Assistant Project Manager	\$132.00	\$151.00	\$157.00	\$163.00	\$170.00
Deepak Solanki	Project Manager	\$168.00	\$142.00	\$148.00	\$154.00	\$160.00
Greg Andrade	Sr. Designer	\$141.00	\$111.00	\$115.00	\$120.00	\$125.00
Dana Dardoon	Engineer III	\$92.00	\$105.00	\$109.00	\$113.00	\$118.00
Chapman Lee	Engineer II	\$89.00	\$101.00	\$105.00	\$109.00	\$113.00
Rafael Rincon	Engineer II	\$75.00	\$86.00	\$89.00	\$93.00	\$97.00
Albert Cisneros	Engineer I	\$81.00	\$93.00	\$97.00	\$101.00	\$105.00
Gabriel Macias	Engineer I	\$76.00	\$87.00	\$90.00	\$94.00	\$98.00
Jasmine Felix	Administrative/Clerical	\$73.00	\$83.00	\$86.00	\$89.00	\$93.00
<u>On-Site</u>						
Mike Paieri	Sr. Construction Inspector	\$184.00	\$132.00	\$137.00	\$142.00	\$148.00
Deepak Solanki	PM/Plan Checker	\$134.00	\$142.00	\$148.00	\$154.00	\$160.00
Henry Completo	Development Reviewer	\$119.00	\$142.00	\$148.00	\$154.00	\$160.00
Frank Sanchez	Project/Construction Manager	\$144.00	\$147.00	\$153.00	\$159.00	\$165.00
Tom Geary	Sr. Construction Inspector	\$120.00	\$132.00	\$137.00	\$142.00	\$148.00
Rick Barajas	Sr. Construction Inspector	\$148.00	\$137.00	\$142.00	\$148.00	\$154.00
Arjan Idnani	Construction Inspector II	\$139.00	\$123.00	\$128.00	\$133.00	\$138.00
John Moon	Construction Inspector I	\$89.00	\$123.00	\$128.00	\$133.00	\$138.00
<u>Reimbursable Costs</u>						
Photo Copies (B&W)	\$0.24/Each					
Photo Copies (Color)	\$0.39/Each					
Bond Prings (24"x36")	\$5.00/Each					
Mileage*	\$0.70/Mile					

***Assumptions:**

1. Rates are effective January 1,
2. Mileage rate per IRS.