

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 DKS ASSOCIATES, 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, and hold City, its City Council and each member thereof, and the officers, officials, 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”

DKS Associates
2401 E. Katella Avenue, Suite 425
Anaheim, CA 92806
Attn.: Brian Chandler

Telephone: (206) 382-9800
E-Mail: brian.chandler@dksassociates.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”

DKS ASSOCIATES, a California corporation

*By: Richard J. Hutchinson
Printed Name: Richard Hutchinson
Title: Vice President

*By: Mike Thomas
Printed Name: Mike Thomas
Title: CFO

“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.

QUALIFICATIONS

Our team is equipped to provide a comprehensive range of traffic engineering services, including:

DESIGN PLANS

DKS is a recognized leader in transportation design. Our design team specializes in traffic signals, lighting, signing and striping, ITS, Fiber, and traffic control design. The DKS team brings deep technical expertise and decades of experience in delivering full Plans, Specifications, and Estimates (PS&E) packages across Southern California. We are thoroughly familiar with Caltrans Standard Plans and Specifications and the City's standards, policies, and approval workflows.

Our design team includes licensed civil and traffic engineers, traffic signal designers, electrical specialists, and CADD technicians, allowing us to scale quickly and deliver design documents that are accurate, buildable, and code-compliant. Each set of plans is thoroughly QA/QC'd by senior staff with significant experience in transportation design. Our extensive bench ensures every element (Traffic Signal, Signing and Striping, Electrical, Communication, Multimodal traffic design, and traffic control plans, etc.) is handled by subject-matter experts.

SAMPLE TASK ORDER:

- Traffic Signal Modification Design for Corona Mall (City of Corona Traffic On-Call)
- ITS and fiber design (Caltrans D4 Traffic On-Call)
- Alton TSSP Signal and ITS design (OCTA Traffic On-Call)
- Rectangular Rapid Flashing Beacon (RRFB), Pedestrian Hybrid Beacon (PHB) Design (City of Beverly Hills Traffic On-Call)

PROGRAM MANAGEMENT/ CONSTRUCTION MANAGEMENT/ CONSTRUCTION INSPECTION

The success of all projects lies in good project management, construction oversight, and construction inspection. DKS brings extensive experience in construction management oversight and working alongside contractors to deliver the highest standards and quality deliveries to our clients. Our approach to good project construction starts with having a good project management plan that takes into account the pre-construction, construction, and post-construction phases. Our value to our clients is our ability to work closely with the City's project manager and team on having a constructable design/specifications during the pre-construction phase. DKS will establish a management process and workflows in this phase as well as establish a baseline construction



schedule and budget that reflects the project scope. Our workflows will have a pre-installation checklist.

DKS will make sure that the checklist will have adequate checking of power and communication. More importantly, our project team will work with the agency to document all potential risks prior to construction. During the construction phase, DKS will coordinate with the City to manage all aspects of construction, including construction administration, construction inspection, surveying, material inspection, project control, and safety coordination. Safely and successfully delivering the design plans of the project while making sure the contractor complies with all requirements and minimizing impact on the city's residents, businesses, commuters, and other stakeholders is paramount. DKS will ensure that the agency's budgets and schedules are achieved by anticipating any risks and collaborating to implement mitigation solutions. Post-construction is as important as the pre-construction, and DKS will coordinate with the City to finalize all close-out items. We do this by having a very post-installation checklist. Our checklist will make sure all outstanding disputes are resolved. DKS will help the City with project documentation until complete. DKS will deliver the final As-Builts to the agency.

SAMPLE TASK ORDER:

- Red Hill TSSP (OCTA Traffic On-Call)
- Edinger TSSP (OCTA)

TRANSPORTATION ANALYSIS

DKS delivers rapid-turnaround traffic studies that help the City make informed decisions on critical projects. We have extensive expertise in traffic operations on highways, streets, interchanges, intersections, roundabouts, and at-grade

rail crossings, while developing measures to improve safety, capacity, access, and circulation. Our projects have included capacity analysis to determine level of service, study of driveways and access control, need for traffic signals, intersection design needs, including turn lanes, accident analysis, speed limit reviews, channelization needs including medians, signal coordination, assessment of passing zones and lanes, travel demand forecasting, geometric analysis, signal coordination, high-occupancy-vehicle (HOV) system planning, Light Rail Transit (LRT) station data planning, environmental assessments, environmental impact statements, alternative analysis, and site impact studies. For projects requiring advanced forecasting and evaluation, we provide travel demand modeling, diversion studies for long-term construction impacts, and multimodal analysis that incorporates pedestrian, bicycle, and transit considerations. Our staff regularly prepares technical documentation in support of grant and funding applications.

SAMPLE TASK ORDER:

- Transit Spot Improvement On-call, Bus Zone Expansion Study, Seattle, WA
- Traffic On-call, Lake Hills Connector Traffic Analysis, Bellevue, WA



TRAFFIC SIGNAL CORRIDOR COORDINATION STUDIES

DKS has completed signal timing and optimization for over 1,500 intersections over the past decade, including coordinated corridor timings and transit signal priority. Our team has performed extensive traffic signal analysis and traffic modeling using Synchro, SimTraffic, Dynameq, and VISSIM, as appropriate, taking into account multiple modes, including transit, pedestrians, and bicycles. DKS conducts before-and-after studies to quantify travel time improvements and coordination benefits. The DKS team has been serving as a leading consultant for OCTA TSSP projects to collaborate with OCTA, Caltrans D12, the county of Orange, and local municipalities to retime and synchronize traffic signals in Orange County.

SAMPLE TASK ORDER:

- Red Hill TSSP Signal Timing and Corridor Synchronization (OCTA Traffic On-Call)
- Alton TSSP Signal Timing and Corridor Synchronization (OCTA Traffic On-call)

SIMULATION MODELING

DKS provides robust simulation modeling services that support corridor and network-level analysis for both planning and operations. Our core business involves traffic signal systems.

DKS staff have authored and contributed to key industry resources, including the Caltrans HQ Protocol for VISSIM Microsimulation, Caltrans' Analysis Procedures Manual, the Traffic Engineering Handbook, and the Federal Highway Administration's Adaptive Traffic Signal Guide to Implementation. Our staff combines their planning and engineering expertise with the latest software analysis tools to apply traditional and emerging techniques to meet client-specific needs.

DKS analyzes traffic operations on streets, highways, and freeways using Synchro, VISSIM/VISUM, Highway Capacity Software, TransCAD/TransModeler, PASSER, FREQ, and TRANSYT-

7F. Our conceptual design simulations provide animated 3D environments where viewers can better understand proposed alternatives.

SAMPLE TASK ORDER:

- Caltrans District 3 Traffic Forecasting & Operations On-Call, (SR 51/CapCity and I-5 Managed Lanes Project)
- Innovate 680 Northbound Express Lane Completion Project, Contra Costa County, CA



INNOVATIVE SOLUTION

DKS has used video analytics to conduct turning movement counts and identify near-miss conflicts and road user behaviors (like red-light running) to add value to traditional traffic counts.

TRAFFIC COUNTS

DKS staff have led projects involving the collection of all types of field reconnaissance, including ADT traffic counts, intersection turning movement counts, parking occupancy and turnover counts, and bicycle and pedestrian counts at intersections and along corridors. We have a list of vendors that often assist us with this, and we plan to coordinate with these trusted vendors. These firms can also provide other types of data collection services, including speed surveys, video data collection, and GPS travel time runs that augment the other data collection efforts.

SAMPLE TASK ORDER:

- Edinger TSSP Signal Retiming (OCTA)
- Magnolia Corridor Signal Retiming (OCTA)
- Belfast and Fairview Signal Retiming (City of Costa Mesa)

STATEWIDE PLANNING EFFORTS

Our team brings extensive experience delivering statewide and regional traffic signal planning,

timing optimization, and coordination projects that enhance mobility, safety, and operational efficiency across jurisdictions. We understand the complexities of aligning local signal operations with regional and statewide goals. We are also experienced in the development and implementation of Active Transportation Plans and Local Road Safety Plans. DKS is currently supporting Caltrans to update their State Strategic Highway Safety Plan.

SAMPLE TASK ORDER:

- Sacramento County, Local Road Safety Plan, CA
- Livermore Active Transportation Plan Refresh, CA

RESEARCH AND OUTREACH

DKS will assist the City with producing reports and making presentations to agency leadership, elected officials, and the public as necessary. Our team has assisted clients in developing and disseminating materials that share information on complex transportation engineering projects. Our key local staff are skilled in public presentations, managing town hall-style meetings, and maintaining a focus on project goals while under pressure.

SAMPLE TASK ORDER:

- Madera County Transportation Authority (MCTA) Measure T Public Engagement Services, CA

- Manhattan Beach Advanced Traffic Signal
- Community Vision, City of Big Bear Lake, CA

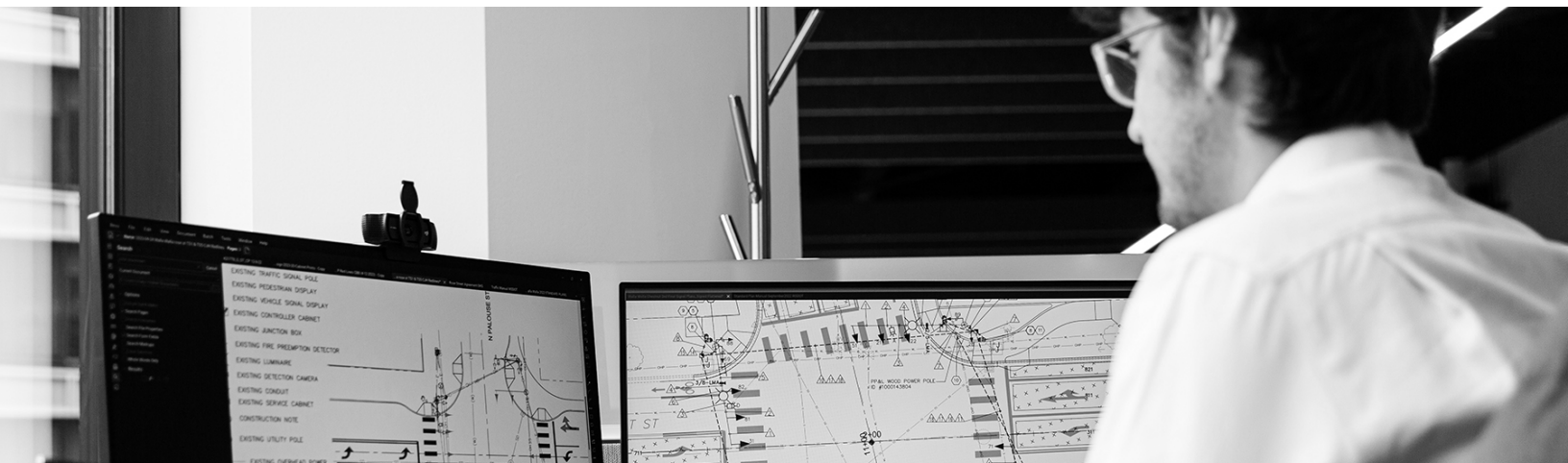
NEIGHBORHOOD TRAFFIC CALMING

DKS works with local agencies and neighborhood groups to analyze and design neighborhood traffic management plans and traffic calming devices, including roundabouts, stop signs, speed bumps, diverters, and chokers to improve both urban and suburban neighborhoods.

DKS works with public agencies and stakeholders to analyze and design neighborhood traffic management plans and traffic calming devices to protect localities from automobile traffic while creating a safer environment for walking and cycling. Treatments such as roundabouts, stop signs, speed bumps, diverters, and chokers are utilized to improve both urban and suburban neighborhoods. DKS engineers apply prevailing design standards and construction techniques to conceptual designs, preliminary engineering, and PS&E.

SAMPLE TASK ORDER:

- SDOT Neighborhood Traffic Calming, Seattle, WA
- South San Francisco Traffic Calming Study, CA



REVIEW FOR PRIVATE DEVELOPMENTS

DKS understands the critical role that timely and thorough private development review plays in ensuring safe, consistent, and future-ready infrastructure in the City of Orange. Our team regularly performs technical plan checks for signal, signing, and striping, traffic control, and lighting plans. We also review traffic studies for private development, ensuring consistency with City standards and CEQA requirements. Our team specializes in Traffic Impact Analysis (TIA) for new development, as well as reviewing these documents for private development. Our approach emphasizes consistency with City standards, Caltrans requirements, and regional guidelines while maintaining a focus on constructability and operational performance. With our strong local presence and deep familiarity with the City's expectations, DKS can act as an effective liaison between City staff and external design teams. Our engineers regularly participate in coordination meetings, resolve plan check comments efficiently, and support communication with developers to keep projects moving forward while protecting the City's interests.

SAMPLE TASK ORDER:

- Pasco, WA TIA Review On-Call (42 TIA Reviews)

GRANT MANAGEMENT

DKS is experienced with federal, state, and local Agency compliance procedures through our work on grant-funded projects and providing assistance with grant applications. Based on our experience, the key to the successful delivery of grant-funded projects is to fully understand both the grant requirements and scoring criteria. We have helped clients earn more than \$50M in safety grant funding alone, including the Highway Safety Improvement Program (HSIP) and Safe Streets and Roads for All (SS4A) program.

SAMPLE TASK ORDER:

- City of South San Francisco, SMCTA Cycle 6 Ped and Bike Grant
- HSIP Cycle 9, 11 Grant Application Assistance, Solano Transportation Authority, West Sacramento, Sacramento County

SHAPING A SMARTER TRANSPORTATION EXPERIENCE™



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TRANSPORTATION



TRANSPORTATION
PLANNING



TRANSPORTATION
TECHNOLOGY



FREIGHT



COMMUNITY
ENGAGEMENT

H – WORK PLAN

DKS understands the City is seeking highly qualified traffic engineering consultants to support a variety of services ranging from traffic studies and plan checks to simulation modeling and outreach. We will serve as an extension of City staff, delivering technically sound, timely, and cost-effective engineering services. Based on our previous experience, DKS has developed and refined a proven method for providing timely and high-quality deliverables.

APPROACH

Our team is structured to provide flexible, efficient support for the City's evolving needs, and we understand that timeliness is a crucial aspect of on-call work. We prioritize quick response and high-quality work, and our systems are designed to support this responsiveness.

Upon receiving a task order, Alex will assess the scope, assign resources, and submit a not-to-exceed cost proposal within 5 business days. Alex will coordinate closely with the City's project manager to support effective decision-making and attend kickoff meetings as needed. DKS maintains bench depth across disciplines, ensuring the availability of proposed staff to meet assignment timelines. Our management tools include weekly management/workload meetings, weekly project activity reports, project team meetings, and online

project management tools to track deliverables and schedules. Alex will apply these tools to manage workload and schedule all contracted projects. Plan checks will be completed within 10 business days for initial reviews and 5 business days for subsequent reviews, unless otherwise directed by the City. To accomplish this, Alex will work through the steps outlined below and summarized in Figure 1.

DEFINE THE PROJECT

Upon task order issuance, Alex will meet with the City's project manager to clarify scope, outcomes, and constraints. If specialty expertise is required, Alex will involve appropriate technical staff and coordinate with other City departments as needed.

DEVELOP SCOPE, SCHEDULE, AND BUDGET

Alex will develop the scope of work and provide a schedule and budget. The scope development process will be assigned a deadline and undergo a quality review. Alex will develop a detailed schedule that shows the timing, duration, and interdependencies of tasks, review periods, meetings, and outreach efforts, using the final scope of work. We will identify areas of risk, critical deadlines, and timing for key resources and meeting notices through a team review.

DKS ON CALL PROCESS

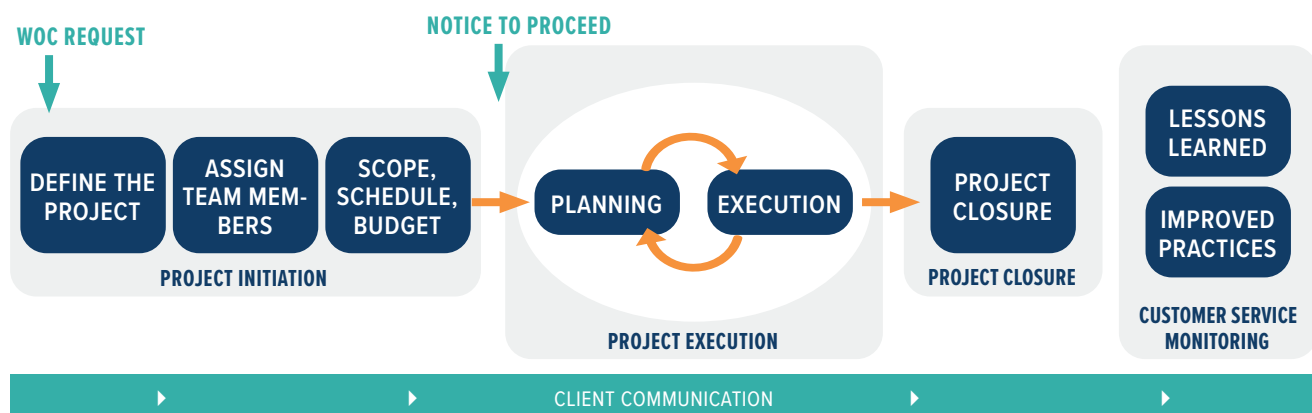


FIGURE 1. ON-CALL TASK ORDER MANAGEMENT

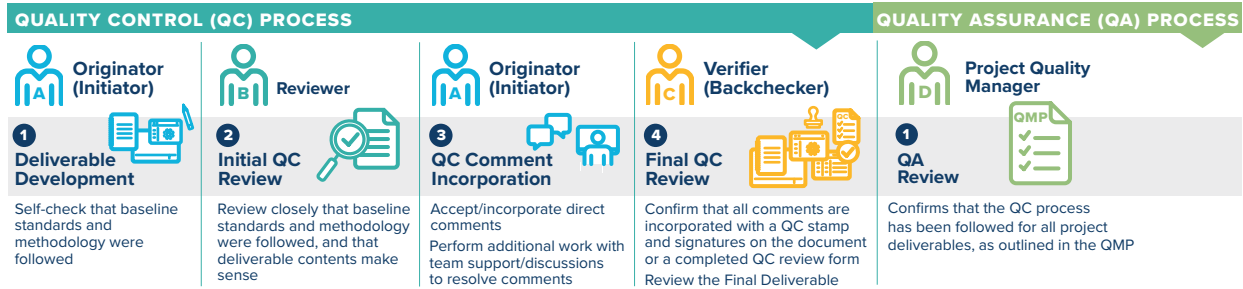


FIGURE 2. QUALITY CONTROL/QUALITY ASSURANCE PROCESS

ASSIGN TEAM MEMBERS

Alex will select the appropriate team members based on the project's needs and their demonstrated experience and skills. Alex has assembled a team with redundancy in each discipline area, identifying a technical lead or subject matter expert. The team is further supplemented by one or two supporting staff for each discipline. All proposed team members are committed to this contract and will be available to meet the City's scheduling needs throughout the term of the agreement. Our firm's structure and resource allocation system allow us to deliver overlapping assignments without compromising quality or responsiveness.

For specialty tasks, Alex will coordinate with other Group Managers across the company to engage resources as needed to accommodate the task needs while also maintaining the most efficient outcome for the task's budget and schedule.

PROJECT EXECUTION

Following notice to proceed, Alex will coordinate resources, oversee the completion of technical tasks, and keep the project team and stakeholders informed of the project's status and any new findings. Project health will be continuously monitored to identify areas requiring attention. Phone conferences will be held with the City's project manager and key stakeholders twice a month to identify issues early and keep everyone informed of the project's status. This communication will also be supplemented by email or other communication preferred by the City. DKS uses

web-based project management tools (e.g., SharePoint, Basecamp) that will give all team members and City staff access to the archived deliverables, milestone schedules, budget, to-do lists, and a history of project communications, fostering a collaborative working environment.

QUALITY CONTROL / QUALITY ASSURANCE

DKS has an established quality control/quality assurance (QC/QA) policy and procedures to deliver work products successfully with very high standards, as shown in Figure 2. The most experienced project team is assembled for projects with a quick turnaround. As QC/QA Officer, Brian will be responsible for checking all deliverable products. Where specialty skills are needed, Brian will bring on a second quality reviewer with special related skills to provide a technical review. Brian will confirm that each deliverable component has received review. Our QC/QA policies require that we record and maintain on file the reviews of prior checking during each stage of a design, analysis, or other study. If requested, we can provide the DKS QC/QA document to the City for verification.

PROJECT CLOSEOUT

As each project comes to a close, Alex will confirm that all final deliverables have been provided. These deliverables will remain archived online for access for the duration of the project. Final invoices will be processed quickly to facilitate contract administration.

INNOVATIVE APPROACH

As a firm rooted in innovation, DKS continuously explores and applies cutting-edge technologies, data-driven strategies, and forward-thinking approaches to address today's transportation challenges. Our team is committed to advancing mobility, safety, and sustainability through practical innovations that can be readily implemented. The table below highlights a few of the innovative tools and methodologies we bring to on-call traffic engineering services.

INNOVATION USE CASE	HOW IT COULD APPLY
Plan-Sheet “Spell-Check.” Vision AI scans exported PDF plan sets and flags common misses—missing leader arrows, stray levels, wrong sheet titles, MUTCD code errors.	Before plotting the 95% PS&E for a new roundabout, run the PDFs through the checker; it spits out a one-page punch-list your CAD tech can clear in an hour instead of a half-day red-line session.
Auto Quantity & Bid-Item Builder. NLP + CAD plug-in reads layer names/blocks, tallies quantities, and matches them to Caltrans bid codes.	At 60% signals package, press “Generate bid tab.” The tool outputs an Excel sheet with 12 traffic-signal items, 26 signing/stripping items, and the right item numbers, ready for spec review.
Signal Phasing & Clearance Optimizer. Feed the model intersection geometrics and 12-hour counts; it suggests phasing, split times, yellow/all-red intervals, and pole layouts that meet ITE formulas.	Cuts two hours of spreadsheet tinkering when sizing cabinet loads and wiring diagrams for a five-leg signalized intersection.
TTC Layout Recommender. Large-language model trained on MUTCD Part 6 and agency supplements; you describe the work zone and speeds, it proposes typical section sheets and device lists.	For a night-work paving overlay, the designer enters “4-lane arterial, 45 mph, inside lane closure, 1 mi length” and gets a draft TTC sheet with taper lengths, cone spacing, and arrow-board notes.
Roundabout Signing/Marking Wizard. Geometry in, sign & pavement-legend callouts out—sized and spaced per FHWA Roundabout Guide.	Drag a shapefile of a single-lane roundabout into the tool; it places R1-1, R2-3P, advance arrows, and yield lines in the right spots and pushes them back into the DWG as new layers.
Spec-Section Auto-Draft. Prompt-based generator pulls from latest agency standard specs and inserts project-specific details (e.g., 12-inch LED indications, Type 2070 controller).	When the spec lead types “Signal hardware spec, Washington County,” GPT fills in 90% of Division 800 language, including submittal requirements and warranty clauses.
Design-Change Digest. A bot monitors the shared model/CAD directory; when a file is saved it compares versions, writes a plain-English “what changed & why” log, and posts to Teams.	Keeps the PM and reviewers in the loop when a junior engineer adjusts mast-arm lengths or moves stop-bars—no surprises at the next QA check.





For each task under this on-call contract, we will assign experienced staff that will deliver the project on time and on budget. Our rate sheet includes job classifications for Engineers, Planners, Technicians, and Support Staff, and the grades listed under each classification reflect varying levels of experience and responsibility within that job title. These rates shall be in effect through December 31, 2025, and renegotiated in accordance with the requirements of the RFP.

Fee Schedule					
Effective January 1, 2025 through December 31, 2025					
ENGINEERS and PLANNERS				TECHNICIANS and SUPPORT STAFF	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 9	95.00	Grade 40	250.00	Tech Level M	95.00
Grade 10	100.00	Grade 41	255.00	Tech Level N	100.00
Grade 11	105.00	Grade 42	260.00	Tech Level O	105.00
Grade 12	110.00	Grade 43	265.00	Tech Level P	110.00
Grade 13	115.00	Grade 44	270.00	Tech Level Q	115.00
Grade 14	120.00	Grade 45	275.00	Tech Level R	120.00
Grade 15	125.00	Grade 46	280.00	Tech Level S	125.00
Grade 16	130.00	Grade 47	285.00	Tech Level T	130.00
Grade 17	135.00	Grade 48	290.00	Tech Level U	135.00
Grade 18	140.00	Grade 49	295.00	Tech Level V	140.00
Grade 19	145.00	Grade 50	300.00	Tech Level W	145.00
Grade 20	150.00	Grade 51	305.00	Tech Level X	150.00
Grade 21	155.00	Grade 52	310.00	Tech Level Y	155.00
Grade 22	160.00	Grade 53	315.00	Tech Level Z	160.00
Grade 23	165.00	Grade 54	320.00	Tech Level AA	165.00
Grade 24	170.00	Grade 55	325.00	Tech Level AB	170.00
Grade 25	175.00	Grade 56	330.00	Tech Level AC	175.00
Grade 26	180.00	Grade 57	335.00	Tech Level AD	180.00
Grade 27	185.00	Grade 58	340.00	Tech Level AE	185.00
Grade 28	190.00	Grade 59	345.00	Tech Level AF	190.00
Grade 29	195.00	Grade 60	350.00	Tech Level AG	195.00
Grade 30	200.00	Grade 61	355.00	Tech Level AH	200.00
Grade 31	205.00	Grade 62	360.00	Tech Level AI	205.00
Grade 32	210.00	Grade 63	365.00	Tech Level AJ	210.00
Grade 33	215.00	Grade 64	370.00	Tech Level AN	230.00
Grade 34	220.00	Grade 65	375.00	Tech Level AO	235.00
Grade 35	225.00	Grade 66	380.00	Tech Level AP	240.00
Grade 36	230.00	Grade 67	385.00		
Grade 37	235.00	Grade 68	390.00		
Grade 38	240.00	Grade 69	395.00		
Grade 39	245.00	Grade 70	400.00		
* All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.					