

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 FEHR & PEERS, a California corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference in accordance with the terms of this Agreement. As a material inducement to City to enter into this Agreement, Contractor represents that it has reasonably investigated and considered the scope of services and reasonably 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 accordance with the skill, care, and diligence ordinarily exercised by professionals performing similar services in the same or similar locale and under the same or similar circumstances to that of the Contractor under this Agreement. All services provided shall conform to all applicable federal, state and local laws, rules and regulations then in effect at the time of Contractor's performance of its services under this Agreement. 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. Contractor shall submit to City a monthly invoice for the services, authorized expenses and authorized extra work actually performed or incurred in the previous month.

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 Contractor's monthly invoice.

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 ("Work Product") shall become the property of City upon receipt. Contractor shall deliver all such Work Products to City prior to payment for same. City may use, reuse or otherwise utilize such Work Products without restriction. However, notwithstanding the foregoing, or any provision to the contrary in this Agreement, intellectual property owned or created by any third party other than Contractor, its subcontractors, or City ("Third-Party Content"), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Contractor or its subcontractor prior to or independently of their performance of this Agreement ("Background IP"), including such Third-Party Content or Background IP that Contractor or its subcontractors may employ in their performance of this Agreement, or may incorporate into any part of the Work Product, shall not be the property of City. Contractor, or its subcontractors as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. Contractor, and its

subcontractors as applicable, grant City an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Work Product. In the event the Work Product contains, or incorporates, any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, Contractor shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Work Product, where such licenses are necessary for City to utilize and enjoy Contractor's services and the Work Product for their intended purposes. Any use of Contractor's Work Product for any other project or purpose not authorized in writing by Contractor, any modifications to the Work Product made by anyone other than Contractor, and any use of incomplete Work Product ("Unauthorized Uses") shall be at City's sole risk, and Contractor shall bear no liability for City's Unauthorized Uses of the Work Product. City agrees to indemnify, defend and hold Contractor and its officers, agents and employees harmless from any claims, losses, damages, costs, including without limitation attorneys' fees, arising out of any such Unauthorized Uses of the Work Product by City.

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, including injury or damage either on or off City’s property, arising out of Contractor’s physical activities and operations in connection with its performance of this Agreement other than its performance of professional services (collectively, “Claims”); but not for any such Claims caused by the 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 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) Two Million Dollars (\$2,000,000) 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 Two Million Dollars (\$2,000,000) 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 performed in accordance with the terms of this Agreement 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”

Fehr & Peers
101 Pacifica #300
Irvine, CA 92618
Attn.: Delia Votsch, PE

Telephone: 949-308-6323
E-Mail: d.votsch@fehrandpeers.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.

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

“CONTRACTOR”

FEHR & PEERS, a California corporation

*By: Steven J. Brown
Printed Name: Steven J. Brown, PE
Title: Senior Vice President

*By: Lysa Wollard
Printed Name: Lysa Wollard
Title: Chief Financial Officer

“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.

The following table represents the Key Staff experience performing the proposed services listed in the Scope of Work:

Scope	Jason Pack, TE	Delia Votsch, PE	Claude Strayer, PE	Jolene Hayes, AICP	Baldwin Ngai	Logan Aspeitia
Traffic studies for capital projects	X	X		X	X	X
Traffic and/or parking study review for private developments	X	X		X	X	X
Traffic signal design	X	X	X		X	
Traffic control plan preparations	X	X	X		X	
Plan check for capital/development projects and traffic control plans	X	X	X		X	
Street light design and plan check	X	X	X		X	
Signing and striping plan preparation and plan check	X	X	X		X	
Traffic signal and street lighting construction inspection	--	--	--	--	--	--
Construction management and construction engineering	--	--	--	--	--	--
Technical support for funding and grant application	X	X		X		X
Grant funding oversight	X			X		
Intelligent transportation systems (ITS) design			X		X	
Traffic signal timing and coordination studies	X	X	X		X	
Traffic counts and data collection	X	X	X	X	X	X
Neighborhood traffic calming studies, warrant studies, and traffic investigations	X	X			X	X
Special studies, civil design, and on-site support services	--	--	--	--	--	--
General municipal traffic engineering services	X	X	X	X	X	X

Note: -- indicates services outlined in the Scope of Work that Fehr & Peers does not offer.

H. Work Plan

We understand that this on-call is to support the City with traffic engineering specific services in support of the City's Traffic Engineering Division.

Our approach to every task would be the same – to work with the City to identify the most appropriate scope of work, estimate the person's hours to complete the scope of work, agree to an appropriate schedule, and complete the effort. We have found that setting expectations and executing tasks to those expectations is the easiest way to ensure a successful project.

Fehr & Peers considers each potential assignment carefully and only pursues projects to which we can commit the appropriate time, effort, and resources to provide excellent services. We are able to offer a dedicated team for this project from our Orange County office and can supplement it as needed from our large pool of over 395 staff companywide.

In addition, proactive project management and client service are paramount to our success. Two key factors for a successful project are budget and schedule control. Fehr & Peers uses the following methods to ensure schedule control throughout this on-call project.

- Within five business days of each request under the on-call agreement, we will provide a not-to-exceed cost estimate for our work
- We will maintain close communication with City staff – we expect email, phone, and in-person communications will all be regular parts of executing the on-call tasks.
- We will prepare and submit monthly progress reports to the City Project Manager. Progress reports will include work status and budget expenditure by task, issues that require immediate resolution by the City, adherence to project schedule, significant accomplishments, and planned work.
- In the event that this project faces a setback due to an unforeseen issue, we can typically bring the project back on budget and schedule using one or more of the following approaches:
 - **Adjusting Resource Allocation.** Some tasks may require more than the anticipated level of effort, while others can be satisfactorily completed with less.
 - **Increased Efficiency.** Our project management system promptly alerts us to any task overruns, allowing us to quickly respond with a plan to more efficiently perform subsequent tasks.
 - **Strategic Use of Technical Experts.** As a large multimodal transportation planning and engineering firm, Fehr & Peers can make strategic use of our staff resources to suggest methods to quickly address unforeseen obstacles and move the project forward.

Design Plans

Our traffic engineering experience includes the preparation of traffic signal plans, traffic control plans, signing and striping plans, lighting plans, and roundabout design. We have designed hundreds of traffic signals in various states, for towns, cities, counties, and state DOTs, as well as private institutions and land developers. We understand the Watch Manual, and when it can be used to assist with these types of efforts, but we also understand that, with traffic control plans, other factors like duration, visibility, traffic volume demands, etc., can influence the type of traffic control plan utilized

for the construction activity. We understand how pavement delineation and signing affects mobility and how it can improve circulation

Transportation Analysis

Transportation impact analysis is prepared for the transportation section of an environmental document. We are recognized within California for preparing, peer reviewing, and even developing significance criteria for transportation impact analysis for CEQA. We routinely prepare transportation impact analysis for Environmental Impact Reports (EIRs), Mitigated Negative Declarations (MNDs), and Negative Declarations (NDs). We prepare analysis for a variety of project types including land development and transportation projects. We are experts in the transportation issues in CEQA including changes due to Senate Bill SB 743. Our SB 743 involvement has provided us with substantial information to aid agencies, much of which has been posted to our SB 743 website shown below: <https://www.fehrandpeers.com/sb743/>

Traffic Signal Corridor Coordination Studies

Fehr & Peers has a variety of experience with developing and implementing signal timing plans. We understand the nuances of signal timing in specific areas. For example, in the downtown, the City may want to consider things like leading pedestrian intervals (LPIs) and additional scramble phases. In more suburban parts of the City, different timing parameters may be considered like ensuring adequate clearance intervals and ensuring bike timings are implemented appropriately. Each location within the City is unique and should be considered when developing timing parameters.

Simulation Modeling

We use traffic simulation services to investigate and estimate the impacts of modifications to the transportation network, such as road geometry, traffic control, and traffic levels. These traffic simulations can assess potential impacts without disrupting traffic operations, implementing costly measures, or causing unsafe conditions for motorists before a design is finalized. We use Synchro, SimTraffic, and VISSIM to simulate both existing and future conditions for comparisons. The results of our work form the basis for conclusions and recommendations to solve a range of transportation problems in areas such as freeway and arterial systems, traffic signal operations, intelligent transportation systems, and the interface between autos and other travel modes (e.g., light rail, bus, rapid transit, heavy vehicles, cycling, and walking).

Traffic Counts

Fehr & Peers combines in-house expertise with innovative data vendors to develop and execute data collection plans for all transportation modes to understand existing conditions. Data collection can include daily counts; classification counts; speed surveys; turning movement counts for all modes; travel time reliability studies using vendors such as Inrix; origin-destination surveys, including license plate surveys and Bluetooth data; GPS data collection and using custom applications for parking studies.

Statewide Planning Efforts

California's legislative requirements and statewide planning efforts shift frequently. We pride ourselves in staying up to date on the latest industry trends and by quickly adapting to prepare

specialized studies. Recently, statewide legislation Assembly Bill 98 mandated that truck routes be included in all General Plans, we've quickly leveraged our national experience in freight planning, truck routing, and truck parking to assist our local clients in Southern California in integrating this into their General Plans.

Research and Outreach

Fehr & Peers regularly attends public meetings, with extensive experience preparing and delivering presentations to both community members and decision makers. Many transportation related topics can feel inaccessible or overly technical to people who do not regularly engage in our industry, however we endeavor to have all communication and outreach be clear and concise. We also frequently work with our clients to summarize and prepare staff reports and supporting documentation.

Neighborhood Traffic Calming

Fehr & Peers is a nationally-recognized leader in the areas of traffic calming and neighborhood traffic management. We have vast experience in working with local communities across the country to develop both programmatic solutions and neighborhood-specific traffic calming plans. We are also frequently retained to develop pilot projects and PS&E as a part of a newly developed city-wide traffic calming program.

Review for Private Developments

Preparation and review of Transportation Impact Analysis (TIA) reports is one of the core services provided by Fehr & Peers. We have completed hundreds of studies for public, private, and institutional clients to evaluate new land developments, redevelopment sites, changes to the street system (e.g., widening of a street), changes in circulation policies, and other actions that affect the transportation system. We believe that transportation impact studies should address all modes of transportation, and we have included multi-modal evaluation/discussions in TIA reports for decades. Additionally, we routinely provide peer review of TIA reports and technical analysis by others', providing constructive comments to enhance accuracy and adhere to local guidelines and best industry practices.

Safety

Over the past ten years, our safety focus has shifted significantly as many of our clients are interested in ITE's Safe Systems approach to improving mobility, completion of Systemic Safety Analysis and Reporting (SSAR) studies, Local Roadway Safety Plans (LRSPs), Safe Routes to School (SR2S) efforts, and assisting a variety of agencies throughout the US in Vision Zero efforts. All these safety efforts nest well with our multi-modal expertise to assist agencies in making informed decisions when improving the safety of the mobility network. In addition to the above referenced safety efforts, we routinely complete other more routine efforts related to safety, including evacuation planning and routine collision review and assessment.

Fehr & Peers

(July 2025 through June 2026)

Hourly Billing Rates

Classification	Hourly Rate
Principal	\$385.00
Senior Associate	\$275.00
Associate	\$240.00
Senior Engineer/Planner	\$200.00
Engineer/Planner	\$180.00
Senior Engineering Technician	\$170.00
Senior Project Accountant	\$195.00
Project Coordinator	\$165.00
Technician	\$160.00
Intern	\$125.00

Other Direct Costs / Reimbursable Expenses are invoiced at cost plus 10% for handling.

Personal auto mileage is reimbursed at the current IRS approved rate (70 cents per mile as of Jan 2025).

Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of monthly project labor.