

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 MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania 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 in accordance with the Standard of Care 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 with the care and skill used by members of Consultant’s profession practicing under similar circumstances at the same time and in the same locality (the “Standard of Care”). All services provided shall conform to all federal, state and local laws, rules and regulations. 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 in accordance with the Standard of Care.

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 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 and accepted in writing by Contractor 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 Contractor and 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, subject to the Standard of Care, 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. **Reserved.**

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 reasonable 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 exclusively for this Agreement shall become the property of City upon Contractor's receipt of final payment. Contractor shall deliver all such products to City prior to payment for same. Any reuse of Contractor's work product without written verification or adaptation by Contractor will be at the City's own risk and without liability or legal exposure to Contractor. The City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting therefrom. Notwithstanding anything to the contrary in this Agreement, Contractor retains all right, title and interest in and to any of Contractor's pre-existing and/or background Intellectual Property and/or any information that was in Contractor's possession prior to the execution of this Agreement.

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, City, its City Council and each member thereof, and the officers, officials, and employees of City (collectively the "Indemnitees") from 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 negligent act, error or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all direct damages due to loss or theft sustained by any third party, to the extent arising directly out of, Contractor's performance of 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 or for any other act, fault, or wrongdoing of City or the Indemnitees. Contractor, at its own expense, cost and risk, shall indemnify third party 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 Indemnitees from third party liability arising directly 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 in the amount of (1) One Million Dollars (\$1,000,000) per occurrence. 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: of (1) a combined single limit of One Million Dollars (\$1,000,000); 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. Reserved.

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 without cause terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. In the event that Contractor materially defaults on any of its obligations under this Agreement, City shall provide written notice of such default and Contractor shall have no less than ten (10) business days from receipt of notice to cure such default. Should Contractor fail to cure within the time period, City may terminate this Agreement for cause upon written notice to Consultant. 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 provided in accordance with the Standard of Care and all allowable reimbursements incurred to the date of termination in compliance with this Agreement. 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”

Michael Baker International, Inc.
500 Hutton Centre Dr., Suite 500
Santa Ana, CA 92707
Attn.: Kim Preap, Department Manager

Telephone: 949-330-4152
E-Mail: Kim.Preap@mbakerintl.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.

26. Limitations/Qualifications. To the fullest extent permitted by law, the Parties expressly agree that: (i) Contractor shall not be liable to City for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in any way to the Agreement, Services or Project; (ii) Contractor is entitled to rely on the accuracy of any information or documentation furnished to Contractor by City in connection with the Project, and shall not be liable for any site, legal or environmental condition or requirement relating to the Services that is not disclosed or is unknown to Contractor prior to the Effective Date; (iii) Contractor shall not be liable for any failure to perform to the extent such failure is caused by any event, occurrence, or circumstance beyond the reasonable control of Contractor; (iv) Contractor's total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense or cost of whatsoever kind or nature arising out of or relating in any way to the Agreement, Services and/or Project shall not exceed the net sum paid to Contractor for the Services; and that (v) any cause of action asserted by City against Contractor arising out of or in any way relating to the Services, Agreement, or Project shall be deemed to have accrued no later than the date the Services were completed by Contractor. Each of the foregoing limitations are separate and independent of the other, and shall survive termination or completion of the Agreement, Services and/or Project.

27. Construction Means. Contractor shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety

precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.

28. Estimates. City acknowledges that Contractor cannot control market conditions or construction costs, means, methods, techniques and/or processes. As such, notwithstanding anything to the contrary contained herein, City agrees that Contractor makes no representation, warranty or guarantee as to the accuracy of any estimate (e.g., cost, quantity) related to the Project that is furnished by Contractor in connection with the Services, and further agrees that Contractor shall bear no responsibility for any increase, inaccuracy or deviation in any such estimates.

29. No Third-Party Beneficiaries. Nothing contained herein is intended to nor shall be construed as giving any third-party (other than the Parties' successors and permitted assigns) any interest in the Agreement, Services or Deliverables, and/or any right or claim against Contractor with regard to the Agreement, Services or Deliverables.

30. Force Majeure. Contractor shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by (i) any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, (ii) any action or inaction of City or a third-party engaged by City, and/or (iii) any other event, occurrence or circumstance beyond the reasonable control of Contractor (each, a "Force Majeure Event").

[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"

MICHAEL BAKER INTERNATIONAL, INC.,
a Pennsylvania corporation

*By: Trudi Lim
Printed Name: Trudi Lim
Title: Vice President

*By: Richard Beck
Printed Name: Richard Beck
Title: Assistant Secretary

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

- *NOTE:**
- City requires the following signature(s) on behalf of the Contractor:
(1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

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EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

SECTION III

SCOPE OF WORK

RFP NO. 24-25.24

SECTION III: SCOPE OF WORK

All work shall be conducted on an as needed basis when requested in writing by the City Traffic Engineer or designated representative and according to the timeframe specified by the City. Work performed by the Consultant that has not be specifically identified and authorized by the City, will not be compensated.

The scope of work includes, but is not limited to:

- Traffic studies for capital projects
- Traffic and/or parking study review for private developments
- Traffic signal design
- Traffic control plan preparations
- Plan check for capital/development projects and traffic control plans
- Street light design and plan check
- Signing and striping plan preparation and plan check
- Traffic signal and street lighting construction inspection
- Construction management and construction engineering
- Technical support for funding and grant application
- Grant funding oversight
- Intelligent transportation systems (ITS) design
- Traffic signal timing and coordination studies
- Traffic counts and data collection
- Neighborhood traffic calming studies, warrant studies, and traffic investigations
- Special studies, civil design, and on-site support services may be requested
- General municipal traffic engineering services

The City of Orange manages 160 traffic signals, over 8,000 streetlights, over 20 miles of fiber optic network, the Traffic Management Center (TMC), radar feedback signs, pedestrian crossing and overhead flashers, and other devices to facilitate the safety of the public and efficiency of traffic. The City of Orange expects consulting firms to have thorough knowledge in traffic signal, ITS systems, street light design to perform required services. Firms are also expected to understand federal/state/local funding and policies, as well as Orange County Transportation Authority (OCTA) Comprehensive Transportation Funding Program (CTFP) requirements. The ideal firm(s) will have expertise in the areas above or may specialize in one or more subareas and will be capable to provide technical services associated with the general traffic engineering needs of the City of Orange.

All design work and improvement plan check services shall be performed by or under the responsible charge of a California License Professional Engineer (Civil, Traffic, and/or California License Land Surveyor as applicable) eligible to prepare and sign such plans. Successful firms will be required to enter into the City's standard professional services agreement (attached) and obtain an Orange business license. Any changes requested to the City's standard agreement must be noted in the response to the RFP for the City's consideration.

Each specific assignment under an on-call engineering services contract will be compensated on either lump sum or time-and-materials basis. The method of compensation will be specified in writing by the City at the time the assignment is given.

Generally, response times related to plan checks for the initial review shall be completed within **ten (10) working days**, unless otherwise directed by the City. Each subsequent plan check shall be completed within 5 working days unless otherwise directed by the City.

The scope of work will vary by project, and will be further defined in a project specific request by the City of Orange, but may generally include the following:

- **Design Plans** – Develop or assist with development of final design plans associated with traffic signals and street light systems. These plans include, but are not limited to: traffic signal plans, Intelligent Transportation Systems plans, traffic signal interconnect plans, and street light plans.
- **Program Management / Construction Management / Construction Inspection** – Services related to the City's Capital Improvement Program, which will typically include traffic signal and street light improvements, but may also include ancillary roadway rehabilitation, roadway widening, ADA access and handicap ramps, parkways, drainage and drainage structures, storm drain utilities, signage and striping, parks, and other miscellaneous facilities. A thorough understanding of the NPDES regulations and grant regulations, including Federally funded program compliance is required. Project manager and inspector must be able to coordinate with outside agencies such as adjacent cities, Caltrans, and various utility companies.
- **Transportation Analysis** – Specialized traffic studies to assess proposed projects within a short time frame. Typical studies would include travel demand or traffic forecasting of proposed roadways, street widening or intersection improvement projects. Studies will analyze diversion of traffic due to substantial long term construction projects. Analysis will incorporate pedestrian and bicycles. Additional studies could be needed to provide technical support for grant and funding applications.
- **Traffic Signal Corridor Coordination Studies** – Conduct studies that analyze the performance of traffic signal timing on street corridors. These studies shall include before and after analysis to quantify the level of improvement to the expected as a result of the project.
- **Simulation Modeling** – Provide computer simulation of corridors or road networks as needed utilizing microsimulation software. Training may also be included with these projects.
- **Traffic Counts** – Perform data collection as needed within short time frames including ADT's, 12-hour counts, intersection turning movement counts, occupancy rates, speed/delay runs, pedestrian and bike counts, parking turnover, etc.
- **Statewide Planning Efforts** – Specialized studies and analysis in support of various regional and statewide initiatives involving traffic signal improvements, timing, and coordination.
- **Research and Outreach** – Assist staff in producing reports and making presentations on transportation related topics.
- **Neighborhood Traffic Calming** – Assist staff in processing requests for traffic calming measures. This includes but is not limited to street and neighborhood evaluation, data collection, recommendations, design, and coordination/communication with residents.
- **Review for Private Developments** – Assist staff in reviewing plans and reports for private development projects. This includes but is not limited to: traffic signal plans, striping plans, street light plans, and various traffic studies. Coordination with project owners or design teams on behalf of the City may be requested.

Deliverables

The specific scope of work for each task/project will be provided in a written transmittal from a City of Orange representative along with, in most cases, a follow-up phone call and, if necessary, a meeting to discuss the specific needs of the assignment. Within five business days of receipt of transmittal, the Consultant will be expected to provide the City with a proposed level of support along with a NOT TO EXCEED cost. A fully-executed amendment to the on-call contract may be required along with an authorization to proceed prior to commencement of work.

Consultant is expected to have a close working relationship with City staff and remain very accessible throughout the contract duration. The Consultant shall act as an extension of City staff.

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

SECTION H: WORK PLAN

SCOPE OF WORK QUALIFICATIONS

Michael Baker understands the qualifications required by this scope of work includes the following:

- 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 following qualifications support our ability to provide this scope.



SIGNAL COORDINATION AND SIMULATION MODELING

Traffic Signal Timing and Synchronization

The Traffic Engineering Department at Michael Baker has an outstanding reputation in its discipline. Traffic, whether it is from a residential area, planned community, shopping center, industrial park, or future highway, affects the transportation circulation system which can be optimized with the right technology and traffic signal timing implementation. Consideration must be given not only to the effect of one particular segment, but also to the consequence throughout a project corridor. Therefore, traffic corridor analysis should study all aspects along an evaluated corridor, including considering breaking the overall corridor into smaller segments.

Traffic Simulation

Our team is highly skilled in software programs such as Synchro and the Highway Capacity Manual Software (HCS), as well as microsimulation programs such as VISSIM and SimTraffic. We use these modeling packages for simulation efforts for review of the impact of proposed modifications on travel patterns from existing conditions, develop and analyze alternatives

evaluate geometric changes to lane configurations, turn pocket lengths, and alternative signal operations such as leading pedestrian intervals, flashing yellow or protective-permissive signal phasing. We have also used this to model mid-block interruptions based on new HAWK, bike phasing, RxR, and other emergency vehicle preemption analysis.



DESIGN

Signing and Striping/Traffic Control Plans

Michael Baker has prepared signing and striping, stage construction, and traffic control plans for streets and freeways under various conditions to improve safety within construction zones and to provide safe passage for vehicles, pedestrians, and bicyclists who are using the roadway system. For signing and striping plans, we adhere to the CA-MUTCD as well as the City specific Transportation Design Procedures. When it becomes necessary to close a roadway during construction, Michael Baker has experience providing detour plans on even the most complex roadways to guide motorists, pedestrians, and bicyclists safely around the closed portion of the roadway. Michael Baker has the staff and experience necessary to prepare and process detour plans, traffic control plans, and final signing and striping plans. Traffic signs and markings must compel attention and respect, convey a clear simple meaning, and allow adequate time for response. For uniformity, they must conform to the CVC and the CA MUTCD.

Traffic Signal Design

Traffic signal design for various agencies and private developers is one of Michael Baker's primary services, resulting in an average of 100 or more individual traffic signal intersection designs annually. In the last 25 years, we have designed more than 2,000 signals and 500 signal communication systems for local municipalities and regional transportation planning agencies throughout California. Our team has prepared traffic signal, traffic signal modification, and traffic signal communication plans for agencies including the Cities of Orange, Irvine, Anaheim, Santa Monica, Pasadena, and Long Beach, Counties of Los Angeles, Orange, and Riverside, Port of Long Beach and Port of Los Angeles, as well as Caltrans Districts 7, 8, 11, and 12. Specific to work for the City of Orange, we have most recently worked closely with staff in preparing traffic signal designs and temporary traffic signal designs for the Orange Heights project.

Street Lighting

Michael Baker is experienced with preparing lighting plans for various recent projects and clients including the City of Long Beach, Caltrans, and Los Angeles Bureau of Street Lighting. We can prepare street lighting design plans for proposed task order design projects. A field review and records research will

be conducted to identify existing power sources, existing field conditions, and potential conflicts that may come up during the project design process. Lighting design plans will show proposed electrical systems, identify existing power sources, and provide service cabinet type and location, voltage service type, conduit sizes, and conductors gauges based on the proposed roadway design. A set of plans will be prepared in AutoCAD under the applicable provisions and lighting standards and requirements. Our team will also coordinate and prepare all necessary documentation for new service meter requests from Southern California Edison (SCE) for all proposed lighting.

Roundabout Review/Design

Michael Baker has designed numerous roundabouts within southern California. Proper design of roundabouts is critical for appropriate operation and safety. To design and review roundabouts, our team will utilize Caltrans Highway Design Manual Chapter 400 as well as the various documents referenced by FHWA and NCHRP. This also includes review of TDP-17 Roundabouts for the City standards and any needs for deviation. Some of the key considerations that need to be considered in the review of a roundabout include design vehicles, number of lanes, size of the inscribed circle and entry speed. In addition, high pedestrian usage should be reviewed and considered for appropriate pedestrian safety design.



NEIGHBORHOOD TRAFFIC CALMING

Traffic Calming & Complete Streets

Michael Baker's transportation staff have extensive experience with traffic calming, road diets, complete streets, bicycle lanes and pedestrian access, streetscape design, ADA access, and utilities coordination. Our team of experts focus on integrating best practices in complete street designs such as parking-separated Class IV curb-adjacent bicycle lanes, ped-activated warning devices, bicycle bend-outs, and other new bike and pedestrian facilities. Elements such as bulb-outs, wayfinding signage, street furniture, sidewalk widening, crosswalk and transit stop enhancements, curb ramps improvements for ADA compliance, repairing sidewalks curbs and gutters, reconstructing/resurfacing roadway pavement, pedestrian lighting, traffic signal installation/upgrades, rectangular rapid flashing beacons (RRFBs), landscaping and street trees, removing/relocating obstructions and utilities, and miscellaneous sustainable design features are also typically included in our complete street designs.

Active Transportation

Michael Baker has a holistic approach to roadway and corridor projects – we share a common goal of finding a balance between the operational and safety needs of vehicular traffic and the need to provide equitable access and quality of service for pedestrians, bicyclists, and transit users. Technical analysis for corridor studies and mobility assessments involves the evaluation of all modes of transportation. Where vehicles and transit can be measured by the quality of the performance (i.e., delay, travel time, queues), evaluation of pedestrians and

bicycles facilities focus on the quality of traveling environment for these modes. Availability, quality, access, and safety within the traveling environment such as sidewalks, benches, shade, and other features are used to evaluate pedestrian "level of service" or "quality of service." Our team regularly conducts Pedestrian Quality Index (PEQI) analysis when preparing corridor studies to evaluate pedestrian conditions. Similarly, when evaluating bicycle conditions, the speed of traffic, volume of traffic, pavement condition and street conditions are typical metrics used to identify bicycle "level of service" or "quality of service." Level of Traffic Stress (LTS) is typically used to conduct this analysis. Using GIS mapping and field data collection, our team can prepare LTS and PEQI analysis at a citywide or corridor scale.



TRANSPORTATION ANALYSIS

Michael Baker understands the local and unique process and requirements involved in transportation planning projects, most specifically transportation impact analysis reports and mobility assessments. Michael Baker provides complete services for planning and preliminary engineering design of local roads, streets, and transportation corridors. Our specific transportation planning capabilities includes, but is not limited to:

- Route Alignment Studies
- Traffic Impact Studies
- Preliminary Design (TDP-1 thru TDP-10, TDP-14, TDP-16, and TDP-17)
- Circulation Elements
- Bicycle/Pedestrian Trail Systems
- Land Use Impact Analysis
- Congestion Management Plans (CMP)
- Construction Traffic Management Plan (TMP)
- Engineering & Traffic Survey
- Traffic Signal Warrants (TDP-12 Signal Warrants & TDP-13 Left Turn Signal Phasing)
- Parking Analysis
- Accident Analysis
- Level of Service (LOS) Analysis
- Local Road Safety Plan (LRSP)
- Sight Distance Assessment (TDP-11 Corner Clearance)
- Traffic Studies

Michael Baker's team will review and/or produce traffic studies as needed for the City. A standard workflow will be used for the review of any traffic VMT impact analysis to ensure all CEQA requirements are met. Additionally, we will utilize the correct HCM capacity analysis methodologies to calculate Level of Service for traffic operations studies. Left turn phasing, traffic signal analysis, and safety studies that meet all CVC and CAMUTCD requirements can be produced to support City traffic improvement initiatives.



AS-NEEDED STAFF SUPPORT

Traffic Related Ordinances and Policies

Michael Baker has experience providing research, policy/ordinance review and recommendation. Work related to this can be driven by citizen requests as directly from political leaders. We have experience in navigating the challenges that may arise from this type of work. Our team regularly coordinates with the public as well as public officials and is sensitive as to how to manage and communicate in these arenas. Our team is versed making recommendations and preparing staff reports as it relates to traffic matters and policies. One of our key personnel, Mr. Jordan Gray has served as a trusted advisor for years for the City of Santa Monica. The Michael Baker team also has resources through our work throughout the industry that will benefit the City on topics of concern. Through our professional connections, we can reach out to other agencies and professionals to gain insight as well as understand their approach to traffic related concerns and policies.



PLAN CHECKING/REPORT REVIEW

Michael Baker has been providing plan checking services for over two decades. Most recently team completed over \$1.5 million worth of contract support in staff augmentation for the City of Santa Monica. Our team has worked within other agencies as well to develop their own standardized plan check lists. Michael Baker will work with the City to develop documents, procedures and guidance, as needed, that can be provided to those providing documents for review (i.e., Developers, Engineers, etc.) This will allow stakeholders to make sure that all the major issues are addressed up front reducing the number of plan checks and costs to the development community. Michael Baker staff frequently uses both Adobe Acrobat Professional and Bluebeam PDF software products to review, track comments, and document revisions to construction drawings, reports, and other submittal documents. Michael Baker provides plan checking services for many of our municipal Clients throughout the region. We understand that these projects can vary in size and scope and often have time critical schedules. Our in-house team can be assembled quickly to provide efficient, high-quality services.



CIVIL SUPPORT

ADA Compliance

As part of traffic improvement projects, existing access ramps, sidewalks, and driveway approaches may not be current with ADA compliance standards. Michael Baker routinely reviews current Title 24, ADA regulations to identify updates to standards. In addition, we are aware of the current Caltrans changes to their ADA guidelines restricting gradients to less than the maximum ADA compliance standards. Michael Baker has designed hundreds of Caltrans-level ADA applications across Southern California.



CONSTRUCTION SUPPORT

The Michael Baker Construction Services team has a history of successfully working together and providing Construction Management and Inspection services to numerous agencies throughout southern California, including within high profile arterial streets and in densely developed, multi-unit residential neighborhoods. Our team can serve as an extension of City staff to professionally manage the work on a construction site, as well as make sure notifications or project information is sent out to the public in a timely manner, promptly addressing concerns of the business and residential community, and monitoring construction mitigations to ensure noise, debris, and traffic disruptions are kept at a tolerable level.

The Team is extremely well-versed in APWA Greenbook, Caltrans, County of Orange, and City standards and specifications. We are also well versed in the extra steps required in documenting the construction of state and federally funded projects, including General Fund, Gas Tax, Proposition C, Measure R, HUD CDBG, and City Sewer Fund funding sources and prevailing wage, use of apprentices, DBE, and David-Bacon regulations.



GRANT WRITING

Michael Baker's familiarity with a wide range of grant funding agencies' eligibility and program objectives will be used to efficiently steer improvement projects to the most applicable programs. For those grant programs for which the City authorizes Michael Baker to proceed, we will complete the application narrative, analysis of performance metrics, benefit cost analysis, prepare mapping, exhibits, coordinate with project engineers to develop accurate project cost estimates and prepare the exhibits and details as necessary to complete and submit the application through the granting agency's portal.

The Michael Baker public finance specialists can be involved in the planning of all assigned projects where we will recommend project elements that would enhance grant awards by including multiple benefits that meet several grant eligibility criteria. Over the past five years, our staff has delivered over \$144 million in grant awards to our public agency clients, equating to a 78% success rate.



MICHAEL BAKER INTERNATIONAL -HOURLY RATE SCHEDULE
JANUARY 2025, THROUGH DECEMBER 2025

OFFICE PERSONNEL	<u>\$/ Hour</u>
Senior Principal/Principal/Senior Structural Engineer	\$290.00 - \$375.00
Senior Project Manager/Senior Engineer/Environmental Manager	\$250.00 - \$310.00
Project Manager/Structural Engineer/Technical Manager	\$180.00 - \$285.00
Project Engineer/Senior GIT Analyst/Landscape Architect/Senior Professional	\$160.00 - \$250.00
Design Engineer/Senior Designer/Survey Analyst/Technical Specialist	\$140.00 - \$190.00
Environmental Analyst/Assist. Engineer/Assistant Planner/Project Control Specialist	\$125.00 - \$160.00
Designer/GIS Analyst/Graphic Artist/Environmental Analyst/Intern	\$100.00 - \$150.00
Administrative Support	\$100.00 - \$130.00
SURVEY PERSONNEL (Subject to Prevailing Wage)	
2-Person Survey Crew	\$325.00 - \$355.00
1-Person Survey Crew	\$190.00 - \$220.00
Licensed Surveyor	\$180.00 - \$270.00
CONSTRUCTION MANAGEMENT PERSONNEL	
Principal Construction Manager	\$275.00 - \$315.00
Construction Manager	\$200.00 - \$300.00
Senior Inspector	\$150.00 - \$190.00
Construction Inspector/Technician	\$120.00 - \$160.00

Placement of individual staff within the rate ranges provided above is determined by skill level and years of experience.

Note: The hourly rates shown above are subject to a five percent (5%) annual escalation commencing January 1, 2026, and annually thereafter based on Michael Baker International market adjustment protocol. Blueprinting, reproduction, messenger service, and other direct expenses will be charged as an additional cost plus ten percent (10%). A Subconsultant Management Fee of ten-percent (10%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, subconsultant consultation and insurance. Vehicle mileage will be charged as an additional cost at the IRS approved rate. Overtime will be billed in accordance with Fair Labor Standards Act (FLSA) requirements.