

**PROFESSIONAL SERVICES AGREEMENT**  
**Traffic Engineering Services for School Crossing Guard Warrants**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made at Orange, California, on this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation ("Contractor"), who agree as follows:

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

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

**2. Compensation and Fees.**

**a.** Contractor's total compensation for all services performed under this Agreement, shall not exceed FORTY-FIVE THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS and 00/100 (\$45,951.00) 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.

**c.** In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City's Project Manager. In anticipation of such contingencies, the sum of FOUR THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS and 10/100 (\$4,595.10) has been added to the total compensation of this Agreement. City's Project Manager may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in

accordance with such amount as City's Project Manager and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of an Amendment to Agreement approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the City's Project Manager. Any and all additional work and services performed under this Agreement shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by City's Project Manager prior to the commencement of such services.

d. The total amount of compensation under this Agreement, including contingencies, shall not exceed FIFTY THOUSAND FIVE HUNDRED FORTY-SIX DOLLARS and 10/100 (\$50,546.10).

### **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, but may withhold 10% of any invoice until all work is completed, which sum shall be paid within thirty (30) days of completion of the work and receipt of all deliverables.

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

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

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

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor

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

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

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

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

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

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work. Contractor shall not have liability for any delays, expenses, losses, damages, or be deemed in breach which are caused by any factors outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics (including COVID 19), adverse weather, or acts of the City, third parties, or government agencies.

12. **Reserved**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the

length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

**14. Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction. Any modifications made by the City to any of the Consultant's documents, or any use partial use or reuse of the documents, for purposes other than identified in this Agreement, without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting therefrom.

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

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

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

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

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

**17. Indemnity.**

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

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

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

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

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

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

**18. Insurance.**

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

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

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

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

**e.** Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Agreement.

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

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

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

**i.** Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to

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

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

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

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

21. **Compliance with all Laws/Immigration Laws.**

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

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

**c.** Contractor represents and warrants that Contractor:

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

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

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

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

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

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

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



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

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

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

**23. Integration.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

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

“CONTRACTOR”

“CITY”

Kimley-Horn and Associates, Inc.  
1100 W. Town and Country Road, Suite 700  
Orange, CA 92868  
Attn.: Ryan Calad  
Telephone: 657-291-8815  
E-Mail: ryan.calad@kimley-horn.com

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591  
Attn.: Larry Tay  
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 via facsimile and electronic mail 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"**

**"CITY"**

KIMLEY-HORN AND ASSOCIATES, INC.  
a North Carolina corporation

CITY OF ORANGE, a municipal corporation

\*By: [Signature]  
Printed Name: Jacob Glaze, PE 87939  
Title: Vice President

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

\*By: [Signature]  
Printed Name: Jason Melcher, P.E. 65218  
Title: Assistant Secretary

ATTEST:  
\_\_\_\_\_  
Pamela Coleman, City Clerk



APPROVED AS TO FORM:  
\_\_\_\_\_  
Mike Vigliotta, 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.

√

**EXHIBIT “A”**

**SCOPE OF SERVICES**

[Beneath this sheet.]

# **REQUEST FOR PROPOSAL FOR TRAFFIC ENGINEERING SERVICES**

The City of Orange, Public Works Department – Traffic Division is seeking cost proposals to conduct data collection and warrant studies for 43 school crossing locations. The purpose of this study is to determine which of the locations meet the current criteria for school crossing guards.

## **PROPOSAL SUBMITTAL:**

### **PROPOSAL SCHEDULE OF EVENTS:**

October 09, 2024.....Request for Proposal  
October 17, 2024.....Deadline for submitting questions by 2:00 pm  
October 24, 2024.....Proposal due by 2:00 pm  
November 12, 2024.....Tentative Award of Contract at City Council  
November 13, 2024 .....Notice to Proceed

### **PROPOSAL REQUIRMENTS:**

The proposal discussing the scope of work above shall contain no more than four (4) single-sided pages on 8½”x11” sheets. If double-sided pages (duplex printing) are used, each side shall be numbered and counted as separate pages. Text font size shall be no smaller than 10 points.

In order to maintain uniformity of the proposals, the contractor shall discuss and organize topics outlined in the following order:

- Project Understanding
- Proposed Scope of Services
- Work Progress Activity Schedule
- Cost Proposal

#### **1) Project Understanding:**

Demonstrate the knowledge of the project’s objectives, understanding of the requirements, and provisions of the scope of this project. Identify potential issues and challenges and the approach to minimize disruptions.

#### **2) Proposed Scope of Services:**

Explain how the project team would perform the services required as set forth herein. Provide information that communicates how the project team intend to achieve the required outcomes and fulfill the responsibilities of the anticipated contract.

#### **3) Work Progress Activity Schedule:**

As part of the proposal, the Proposer shall provide a project schedule show the task, project milestones, and completion time for accomplishing the required tasks matching the sequence of deliverables. Show the total number of calendar days from issuance of the Notice to Proceed through 100% completion of the Scope of Services.

#### 4) **Cost Proposal:**

The cost proposal shall be no more than one (1) page on an 8 1/2"x11" sheet and shall be included as part of the main proposal in a single PDF. The cost proposal shall be structured in the same order as the tasks or phases described in the Scope of Services. The cost proposal shall itemize man-hours, hourly rates, and any other costs to complete each task. The cost proposal shall clearly identify prime and sub-consultant costs.

Proposer shall submit a total not-to-exceed amount for the cost of the Project that shall include all labor, materials, reprographics, meetings, and all other costs to complete the Project. There shall be no line items for reimbursables.

If optional tasks are proposed, the estimated not-to-exceed amount for each task, including break down of costs shall be included, separate from the cost of the Project.

### **SCOPE OF WORK**

The consultant will be responsible for collecting all necessary traffic data at the 43 school crossing locations, follow and complete both City of Orange and California MUTCD Crossing Guard criteria, and provide a three-page summary finding with a prioritization list showing which schools are in greatest to least need of a school crossing guard based on the data collected and criteria. The consultant will be required to all necessary data at each crossing during the two (2) hours of AM and PM peak times. The bell schedule for each school crossing shall be verified by consultant.

#### **DELIVERABLES:**

Deliverable shall include the following:

1. All necessary traffic data for 43 crossings
2. California MUTCD Crossing Guard Assessment for 43 crossings
3. City of Orange Crossing Guard Assessment for 43 crossings
4. Summary Table showing the results of the Assessments
5. Summary of Findings with a Prioritization List

#### **Miscellaneous**

- 1) Meetings and coordination will be ongoing for the duration of the project and will provide for the necessary communications needed to ensure the project goals are met.
- 2) Consultant shall submit monthly invoices in an acceptable format. Each invoice shall include a detailed progress report for the reporting month, all third-party invoices, schedule, and other backup documentation as requested by the City. Each invoice shall clearly identify the tasks worked on and percent complete. All costs accrued shall be broken down by task. All supporting documents for costs accrued shall be submitted as back-up.
- 3) The City shall provide:
  - Table with the 43 school crossings (Attachment 1)
  - City of Orange Warrant Study (Attachment 2)

## **PROJECT SCHEDULE**

### **Phase 1: Data Collection**

- A. Collection of all necessary traffic data at the 43 school crossings
  - Expected date of completion for data collection is December 17, 2024
  - Submit collected data to City by December 23, 2024
  - No data collection during thanksgiving week
  - Consultant is responsible to research academic calendar, bell schedules, minimum days, etc.
  - Note: City will be closed from December 24, 2024 to January 3, 2025

### **Phase 2: California & City of Orange Crossing Guard Assessments**

- A. City of Orange and CA MUTCD Crossing Guard Assessments for 43 crossings
  - Submit to City by January 8, 2025
- B. Summary table showing results of the California and City of Orange Assessments
  - Submit to City by January 8, 2025

### **Phase 3: Final Report with Summary Prioritization List**

- A. Summary Finding Report with a Prioritization List submit for City Review
  - Submit to City by January 22, 2025
- B. City Staff to provide comments on Summary Findings Report
  - Comments provided by January 24, 2025
- C. Final Report
  - Submit to City by January 28, 2025

**Note:** City Staff intend to take the results of these studies and recommendations to Traffic Commission on February 12, 2025 and to City Council on March 25, 2025.

## Attachment 1:

#	STREET:	CROSS STREET:	SCHOOL:
1	Almond Avenue	Batavia Street	West Orange Elementary School
2	Almond Avenue	Main Street	West Orange Elementary School
3	Almond Avenue	Pepper Street	West Orange Elementary School
4	California Street	Quincy Avenue	California Inspire Academy
5	California Street	Adams Avenue	California Inspire Academy
6	California Street	Collins Avenue	California Inspire Academy
7	Cambridge Street	Glendale Avenue	Taft Elementary School
8	Cambridge Street	Katella Avenue	California Inspire Academy
9	Cambridge Street	Palmyra Avenue	Palmyra Elementary School
10	Cambridge Street	Sycamore Avenue	Cambridge Elementary School
11	Cambridge Street	Walnut Avenue	Cambridge Elementary School
12	Cannon Street	San Juan Drive	Linda Vista Elementary
13	Canyon View Avenue	Aspen Street	Chapman Hills Elementary
14	Esplanade Street	Jordan Avenue	Jordan Elementary School
15	Fletcher Avenue	American Way	Fletcher Gate Academy
16	Fletcher Avenue	Batavia Street	Fletcher Gate Academy
17	Glassell Street	La Veta Avenue	Holy Family School
18	Glassell Street	Wilson Avenue / Adams Avenue	California Inspire Academy
19	Handy Street	Collins Avenue	Handy Elementary
20	Handy Street	Oakmont Avenue	Handy Elementary
21	Hewes Steet	Jordan Avenue	Jordan Elementary School
22	La Veta Avenue	Malena Drive	La Veta Elementary
23	La Veta Avenue	Prospect Street	La Veta Elementary
24	La Veta Avenue	Yorba Street	La Veta Elementary
25	Lewis Street	Lampson Avenue	Lampson Elementary
26	Linda Vista Street	Elsinore Avenue	Linda Vista Elementary
27	Palm Avenue	Batavia Street	Sycamore Elementary
28	Palm Avenue	Main Street	Sycamore Elementary
29	Palmyra Avenue	California Street	Palmyra Elementary
30	Palmyra Avenue	Tustin Street	Palmyra Elementary
31	Prospect Street	Palmyra Avenue	McPherson Magnet School
32	Prospect Street	Spring Street	Prospect Elementary School
33	Rancho Santiago	Walnut Avenue	Santiago Charter Middle School
34	Santiago Boulevard	Meats Avenue	Serrano Elementary School
35	Santiago Boulevard	Serrano Avenue	Serrano Elementary School
36	Santiago Boulevard	Taft Avenue	Serrano Elementary School
37	Serrano Avenue	Kendra Loop	Anaheim Hills Elementary
38	Shaffer Street	Quincy Avenue	California Inspire Academy
39	Spring Street	Seranado Street	Prospect Elementary School
40	Spring Street	Virage Avenue	Prospect Elementary School
41	Tustin Street	Briardale Avenue	Taft Elementary School
42	Tustin Street	Walnut Avenue	Cambridge Elementary School
43	White Oak Ridge	Trail Ends Lane	Chapman Hills Elementary

**Attachment 2:**

**CITY OF ORANGE  
DEPARTMENT OF PUBLIC WORKS - TRAFFIC SECTION  
CRITERIA FOR THE PLACEMENT OF AN ADULT CROSSING GUARD  
(K thru 6<sup>th</sup> Grade)**

Location: \_\_\_\_\_ at \_\_\_\_\_

School(s): \_\_\_\_\_

Type of Control: \_\_\_\_\_

If uncontrolled, closest controlled crossing: Distance (ft) \_\_\_\_\_ Type \_\_\_\_\_

**WARRANTS**

Must meet the basic requirements in Sections I , II, and any one of the other requirements in Section III.

Basic Requirements

**Section I**

Satisfied

The Guard is for public school students K thru 6 grades.

Yes  No

**Section II**

**A.** Pedestrian count must be at least 20 elementary school children crossing the street during the morning and 20 elementary school children crossing the street during the afternoon release time.

Time \_\_\_\_\_ - \_\_\_\_\_ Date \_\_\_\_\_ Day \_\_\_\_\_

Interval

Pedestrians


Yes  No

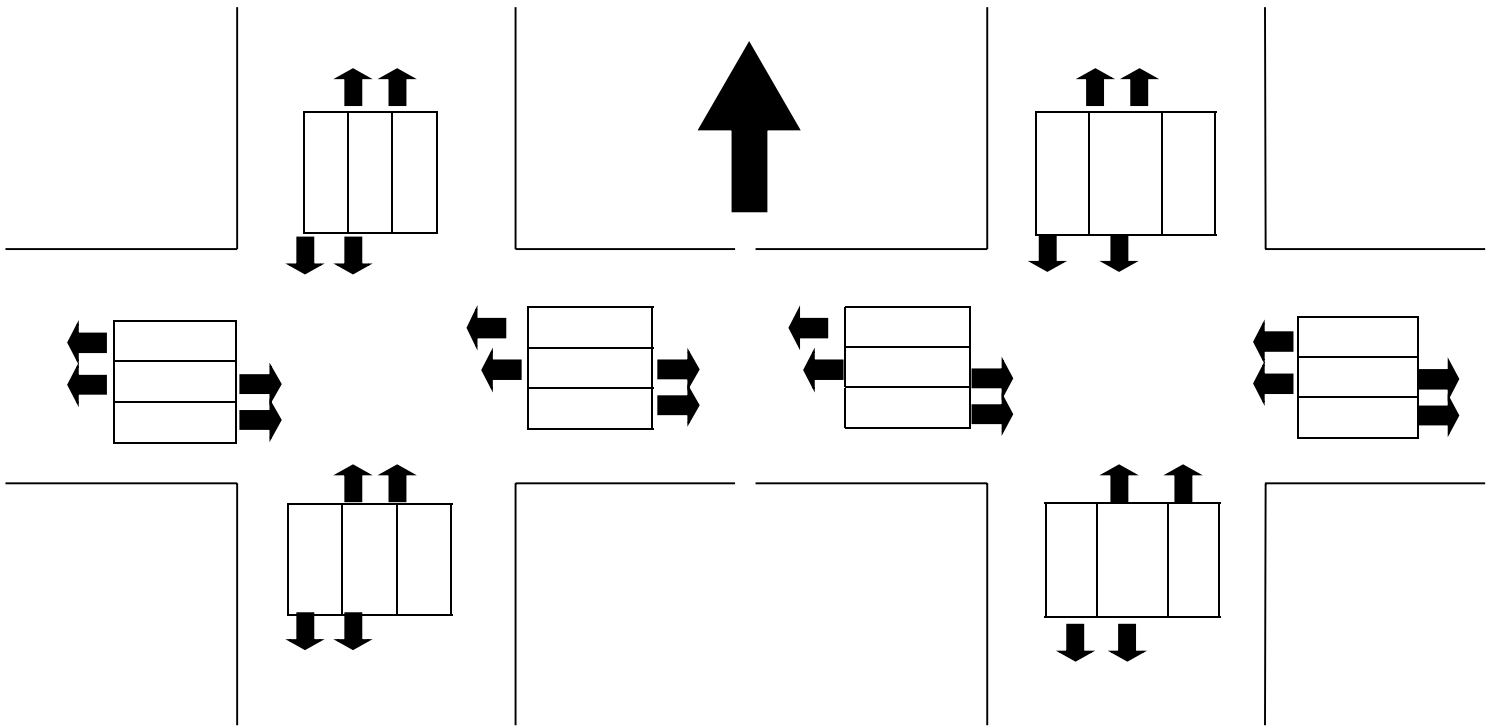
Time \_\_\_\_\_ - \_\_\_\_\_ Date \_\_\_\_\_ Day \_\_\_\_\_

Interval

Pedestrians


Vehicle volume through the crosswalk during the same two hours of the day as indicated by the date and time above.





**Section III**

**1. Uncontrolled Crossings (Must meet one)**

Satisfied

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. Where the uncontrolled vehicular traffic volume is at least 300 vehicles per hour.   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Where the uncontrolled vehicular traffic volume is at least 275 vehicles per hour on a street which is 75 ft. or more in width and the posted speed limit is 35 to 45 MPH. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Where the uncontrolled vehicular traffic volume is at least 250 vehicles per hour and the posted speed limit is 50 MPH or more.  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. 600 ft. or more to an intersection controlled by STOP signs or traffic signals.  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. When traffic records indicate a high incidence of vehicle collisions as the result of pedestrian misuse of a marked crosswalk.   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Satisfied

6. Where extenuating circumstances, such as sight distance impaired by physical terrain, are present which cannot be effectively controlled through the application of accepted traffic engineering principles.  Yes  No

**B. Crossings Controlled by Boulevard STOP Signs (Must meet one)**

1. Where the vehicular traffic volume on a four-lane street is at least 500 per hour through the crosswalk where the elementary school children must cross.  Yes  No

2. When traffic records indicate high incidences of citations being issued for failure to STOP, or a high incidence of vehicular collisions with failure to STOP as the chief cause.  Yes  No

**C. Crossings Controlled by Traffic Signals**

1. Where the vehicular turning movements on green indication exceed 300 per hour through the crosswalk where elementary school children must cross.  Yes  No



October 24, 2024

By email

Ms. Maria Flores  
Assistant Engineer  
City of Orange, Public Works  
300 E. Chapman Avenue  
Orange, CA 92866

**RE: Request for Proposal for Traffic Engineering Services: Data Collection and Warrant Studies for 43 School Crossing Locations**

Dear Ms. Flores:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to the City of Orange (City) to provide Data Collection and Warrant Studies for 43 School Crossing Locations. This effort will be led by Project Manager Ryan Calad, PE, TE. Ryan has more than 18 years of experience and is a recognized leader in the transportation and public works field. He has served as a project manager on various engineering projects, including past contract manager for the City of Orange On-Call for Traffic Engineering with his past employer, as well as project manager for several safe routes to school (SRTS) projects. Since joining Kimley-Horn, Ryan has continued to focus on serving On-call clients and SRTS opportunities, so he understands the importance of responding quick, especially involving the aspect safety in and around the schools. He and the Kimley-Horn staff are local in the Orange office and have the available bandwidth to ensure that this project will be conducted thoroughly, efficiently, and adhere to the City schedule. Additionally, our Orange office is a 7-minute drive away from City Hall, so in-person meetings or impromptu check-ins can be set-up very easily.

We appreciate the opportunity to provide these services to you. Please feel free to contact me at (657) 291-8815 or [ryan.calad@kimley-horn.com](mailto:ryan.calad@kimley-horn.com) if you have any questions or if you need additional information.

Very truly yours,

**Kimley-Horn and Associates, Inc.**

Jason Melchor, P.E. (#C65218)  
Associate

Ryan Calad, P.E., T.E.  
Project Manager

### *Project Understanding*

The City of Orange (City) is looking to evaluate locations near 21 elementary schools for the placement of adult crossing guards at 43 intersections. This work will use both the City and California Manual on Uniform Traffic Control Devices (CA MUTCD) guidelines and criteria for evaluation and ultimate prioritization of placement of adult crossing guards within the City. These criteria are aimed at ensuring the safety of pedestrians, particularly school children, at locations where traffic conditions may pose a risk for uncontrolled mid-block crossings, all-way stop-controlled crossings, or traffic signal-controlled crossing locations. The specific criteria for adult crossing guards include several factors and/or combinations used for the determination for need and adequacy, summarized below:

**Location:** The decision to assign an adult crossing guard is based on a thorough evaluation of traffic conditions and pedestrian needs at specific intersection locations. For the City and this RFP, the intersection location control types include uncontrolled mid-block (11 locations), all-way stop-controlled (13 locations), and traffic signal-controlled locations (19 locations).

**Traffic Volume:** Locations with high vehicle traffic volume, especially during peak arrival/dismissal hours, are more likely to require the presence of an adult crossing guard to manage traffic flow and allow sufficient gaps in traffic for safe crossings.

**Pedestrian Volume:** The number of pedestrians, especially kindergarten through 6<sup>th</sup> grade (K-6<sup>th</sup>) students, using a particular crossing is an important factor in determining the need for an adult crossing guard.

**Vehicle Speed:** The speed of vehicles passing through a school crossing is another important consideration. If the traffic speed is high, an adult crossing guard may be assigned to help usher pedestrians, create visibility, and to warn motorists to slow down and ensure adequate control for safe crossings. Most locations (32) are within the “School Zone” boundary and/or residential neighborhoods that are prima facie 25 MPH, with 11 locations are not. Additionally, some locations with the “School Zone” prima facie speed limits do have higher posted speed limits outside of the school hours when children are not present, which will also be considered as part of the evaluation.

**Visibility:** Locations with limited visibility, such as intersections with obstructed views or areas with poor lighting, may require the presence of an adult crossing guard. For this work, our team will perform field visits to verify potential issues for sight distance.

It is important to note that these criteria are general guidelines and not standards, and the decision to assign an adult crossing guard will be gauged on engineering judgment and consultation with the City on the prioritization criteria based on traffic control and safety. The specific criteria may vary depending on the unique characteristics of each location and the discretion of the team and City. With this, we provide on the following pages an outlined scope of work for this project.

## *Proposed Scope of Services*

### **Task 0: Project Management and Coordination**

This task consists of project management, administration, quality control, budget oversight, and general project coordination. Kimley-Horn will communicate with the City staff (via phone, e-mail, etc.) to provide coordination between the City and Kimley-Horn staff. Though the schedule for this project is less than three months, we anticipate the need for up to two (2) formal meetings for this project, including a formal kick-off meeting and a project update/review of findings meeting to be held in January. With a notice to proceed date of 11/13/2024, we would look to schedule the kickoff meeting that same week, no later than 11/15/2024.

### **Task 1: Data Collection**

For this work, we have included Aim Traffic Data (AimTD) to perform the requested traffic count data at each school for the crossing guard warrant analysis. We will have AimTD start collecting traffic data after the formal notice to proceed, anticipated for 11/13/24. With the schedule of the data collection to be completed by 12/17/2024, we will have a short window to complete the counts outside of shortened days and Thanksgiving holiday breaks. We will look to send out a notice to the schools by 11/15/2024 of the traffic counts being performed so school staff will be aware that AimTD will be near the campus to set up video camera equipment for the collection.

For this work, we have collected the bell schedule for the 21 total schools listed in the RFP for kindergarten through 6<sup>th</sup>-grade (K-6<sup>th</sup>) students. In total, we have proposed a total of four (4) hours of data collection for this task. All traffic count data will be submitted to the City by 12/23/24 per the RFP.

### **Task 2: CA MUTCD and City of Orange Crossing Guard Assessments**

Our team will produce a bifurcated set of crossing guard assessments using both the city-supplied standard template and the CA MUTCD criteria outlined specifically in Chapter 7D. Crossing Guard Supervision. The criteria outlined in CA MUTCD will be summarized and provided in a template worksheet similar to the one used in the City. This CA MUTCD summarized worksheet will be provided to the City of Orange for review and approval at the kick-off meeting in November.

During the collection of traffic count data during Task 1, our team will begin formatting forms and reviewing traffic control information, including field visits for each of the 43 crossing locations. This will include specific items for the City Warrant under *Section III* for *Uncontrolled Crossings* locations that will include a review of collision data for the past five years (1/1/2019-12/31/2023) and a review for extenuating circumstances that cannot be effectively controlled through the application of traffic engineering principles.

For this deliverable, we plan to provide a package for each of the 43 schools that has the following outline:

- Cover Sheet: Provides summary that is signed and stamped by a licensed California Civil and Traffic Engineer

- City of Orange Crossing Guard Assessment Sheet
- CA MUTCD Chapter 7D Crossing Guard Assessment Sheet
- Appendix: Including traffic data, site visit photos, and other relevant findings

Additionally, we will provide, per the RFP, a summary table of the results for easy digestion of the findings. This will be submitted to the City by 1/8/2025.

### **Task 3: Final Report with Summary Prioritization List**

The results of the study will outline clear locations that either do, or do not, meet the criteria for the crossing guard assessment. From the list of locations that do meet the criteria, Kimley-Horn will work with the City to develop a scoring system utilizing the data collected combined with different scoring thresholds as criteria (i.e. vehicular volume, pedestrian volume, collision history, speed, sight distance) to determine the prioritization that will be used by the City.

Kimley-Horn has completed similar tasks for several Active Transportation, SRTS, traffic signal prioritization projects that have applied a similar methodology. Due to the short duration of this project, we plan to have draft prioritization criteria outlined soon after the kick-off meeting for the City review and concurrence. After City review of the developed scoring criteria, we will apply the scoring criteria to the crossing locations that meet the Crossing Guard Warrant and generate the Crossing Guard Prioritization List. We will submit the Draft Summary of Findings Report with a Prioritization List by 1/22/25 for City Review with Final Report submitted by 1/28/25.

### **DELIVERABLES:**

- *Traffic data collection for 43 crossings (Submit by 12/23/24)*
- *California MUTCD Crossing Guard Assessment for 43 crossings (Submit by 1/8/25)*
- *City of Orange Crossing Guard Assessment for 43 crossings (Submit by 1/8/25)*
- *Summary Table showing the results of the Assessments (Submit by 1/8/25)*
- *Summary of Findings with a Prioritization List (Submit Draft by 1/22/25, Final by 1/28/25)*

## Work Progress Activity Schedule

Per the RFP, we outlined our proposed project schedule for this work below. We made sure to adhere to all outlined deliverable milestones, and with the availability of the proposed project manager Mr. Calad, you can trust that the schedule will be met.

City of Orange Request for Proposal for Traffic Engineering Services: Data Collection and Warrant Studies for 43 School Crossing Locations		November		December				January					
		11/11/2024	11/18/2024	11/25/2024	12/2/2024	12/9/2024	12/16/2024	12/23/2024	12/30/2024	1/6/2025	1/13/2025	1/20/2025	1/27/2025
Task 0	Project Management and Coordination	◆									◆		
Task 1	Data Collection		■		■	■	★						
Task 2	CA MUTCD & City Crossing Guard Assessments		■	■	■	■			■	★			
Task 3	Final Report with Summary Prioritization List		■	■	■						■	★	
		◆	Meeting				★	Deliverable					

## Cost Proposal

Kimley-Horn will perform the services described in the Scope of Services outlined above for an hourly not-to-exceed fee of \$45,951. All permitting, application, and similar project fees will be paid directly by the Client.

Category/Title		Sr. Professional III	Sr. Professional I	Analyst II	TOTAL HOURS	TOTAL COST
Billing Rate		\$326	\$269	\$150		
Task 0	Project Management and Coordination	3	3	3	9	\$ 2,235
Task 1	Data Collection	0	2	8	10	\$ 1,738
Task 2	CA MUTCD & City Crossing Guard Assessments	2	16	129	147	\$ 24,306
Task 3	Final Report with Summary Prioritization List	2	7	20	29	\$ 5,535
TOTAL HOURS		7	28	160	195	
Subtotal Labor:		\$2,282	\$7,532	\$24,000		\$ 33,814
Subconsultant: Aim Traffic Data						\$ 12,137
TOTAL COST:						\$ 45,951

Services not outlined above will not be performed without your authorization. They will constitute extra effort and be performed for an additional fee, to be agreed upon prior to performing the work.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed and expenses incurred as of the invoice date. Payment will be due within 25 days of the date of the invoice.