



AGENDA

DAN SLATER
Mayor

DENIS BILODEAU
Mayor pro tem, District 4

ARIANNA BARRIOS
Councilmember, District 1

JON DUMITRU
Councilmember, District 2

KATHY TAVOULARIS
Councilmember, District 3

ANA GUTIERREZ
Councilmember, District 5

JOHN GYLLENHAMMER
Councilmember, District 6

Orange City Council November 12, 2025

Jarad L. Hildenbrand
City Manager

Nathalie Adourian
City Attorney

Pamela Coleman
City Clerk

5:00 PM Closed Session
6:00 PM Regular Session

City Council Chamber
300 E. Chapman Avenue
Orange, CA 92866

The City of Orange City Council welcomes you to this meeting and encourages your participation. Regular City Council meetings are held on the second and fourth Tuesday of each month at 6:00 p.m.

Agenda Information

The agenda contains a brief general description of each item to be considered. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda. The agenda and supporting documentation is available after 4:00 p.m. on the Thursday prior to the Council meeting on the City's website at www.cityoforange.org, at the City Clerk's Office located at 300 E. Chapman Avenue, and at the Main Public Library located at 407 E. Chapman Avenue. Written materials relating to an item on the agenda that are provided to the City Council after agenda packet distribution and within 72 hours before Council is to consider the item will be made available for public inspection in the City Clerk's Office during normal business hours; at the City Council meeting; and made available on the City's website.

Public Participation

Regular meetings are televised live on Spectrum Cable Channel 3 and AT&T U-verse Channel 99, and streamed live and on-demand on the City's website at www.cityoforange.org.

Pursuant to Government Code Section 54954.3, members of the public may address the City Council on any agenda item before or during Council's consideration of the item, and on any other matters within the City Council's jurisdiction by using any of the following methods:

1) In-Person

To speak on an item on the agenda, complete a speaker card indicating your name, address, and identify the agenda item number or subject matter you wish to address. The card should be given to the City Clerk prior to the start of the meeting. General comments are received during the "Public Comments" section at the beginning of the Regular Session. No action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced. It is requested that you state your name for the record, then proceed to address the City Council. All speakers shall observe civility, decorum, and good behavior.

2) Written Public Comments via eComment

Members of the public can submit their written comments electronically for City Council consideration by using the eComment feature on the Agenda page of the City's website at www.cityoforange.org. To ensure distribution to the City Council prior to consideration of the agenda, we encourage the public to submit written comments by 3:00 p.m. the day of the meeting. All written comments will be provided to the Council for consideration and posted on the City's website after the meeting.

3) Public Comments via recorded voicemail message

Finally, the public can record their comments by calling (714) 744-2234 no later than 3:00 p.m. the day of the meeting. Recorded messages will not be played at the meeting, but will be provided to the Council.

In accordance with Ordinance No. 10-01, any person making personal, impertinent, slanderous or profane remarks or who becomes boisterous while addressing the Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council further during that meeting, unless permission to continue is granted by a majority vote of the Council.

Please contact the City Clerk's Office at (714) 744-5500 with any questions.

ADA Requirements: In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (714) 744-5500. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

REMINDER: Please silence all electronic devices while City Council is in session.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

1.1 ROLL CALL

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, members of the public may address the Council on Closed Session items only. Public Comments are limited to three (3) minutes per speaker.

3. RECESS TO CLOSED SESSION

a. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

City Negotiators: Jarad Hildenbrand, City Manager; Cody Kleen, Human Resources Assistant Director

Employee Organizations: Part-Time and Limited Duration Employees

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. (One potential case)

4. CLOSED SESSION REPORT

5. ADJOURNMENT

The City Council will adjourn to the 6:00 p.m. Regular Session in the Council Chamber.

6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

1.1 INVOCATION

Pastor Danny Kurimay, Orange Police Chaplain

1.2 PLEDGE OF ALLEGIANCE

Councilmember John Gyllenhammer

1.3 ROLL CALL

1.4 PRESENTATIONS/ANNOUNCEMENTS

El Modena High School Student Liaison Dylan Platfoot

Orange High School Student Liaison Jacob Gonzalez

1.5 REPORT ON CLOSED SESSION ACTIONS

2. PUBLIC COMMENTS

At this time, members of the public may address the Council on matters not listed on the agenda within the subject matter jurisdiction of the City Council, provided that NO action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda.

Recommended Action:

Approve.

Attachments: [Staff Report](#)

3.2. Confirmation of accounts payable warrant registers dated October 2, 9, 16, 17, 23, and 30, 2025 and payroll warrants dated October 10 and 24, 2025.

Recommended Action:

Ratify the accompanying registers.

Attachments: [Staff Report](#)
[October 2, 2025 Warrant Writing Register](#)
[October 9, 2025 Warrant Writing Register](#)
[October 16, 2025 Warrant Writing Register](#)
[October 17, 2025 Warrant Writing Register](#)
[October 23, 2025 Warrant Writing Register](#)
[October 30 2025 Warrant Writing Register](#)
[October 10, 2025 - Payroll Warrant Form](#)
[October 24, 2025 - Payroll Warrant Form](#)

3.3. Approval of minutes of the City of Orange City Council Regular Meeting held on October 28, 2025.

Recommended Action:

Approve minutes as presented.

Attachments: [Staff Report](#)
[October 28, 2025, Regular Meeting minutes](#)

3.4. Agreement between the City of Orange and Environmental System Research Institute, Inc. for the Citywide Geographic Information System Small Government Enterprise Agreement Annual Subscription, Enterprise Advantage Program, and Data Interoperability Extension for Desktop ArcGIS.

Recommended Action:

Approve the agreement with Environmental System Research Institute, Inc. in the amount of \$541,895 for the Citywide Geographic Information System Enterprise License Agreement, Enterprise Advantage Program, and Data Interoperability Extension for Desktop ArcGIS; and authorize the Mayor and City Clerk to execute on behalf of the city.

Attachments: [Staff Report](#)
[ESRI Agreement](#)

3.5. Agreements with C3 Office Solutions, LLC, dba C3 Tech for copier lease and managed print services.

Recommended Action:

1. Approve the agreement with C3 Office Solutions, LLC as supplier and Wells Fargo Bank, National Association as lessor in the amount of \$43,162.20 for copier equipment leasing; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Approve the agreement with C3 Office Solutions, LLC dba C3 Tech for managed print services; and authorize the Mayor and City Clerk to execute on behalf of the City.

- Attachments:** [Staff Report](#)
 [Copier lease agreement with C3 Office Solutions, LLC](#)
 [Managed print services agreement with C3 Tech](#)

3.6. Agreement with Chattel, Inc. for preparation of a Historic Preservation Ordinance.

Recommended Action:

Approve the agreement with Chattel, Inc. in the amount of \$66,317 for preparation of a Historic Preservation Ordinance; and authorize the Mayor and City Clerk to execute on behalf of the City.

- Attachments:** [Staff Report](#)
 [Agreement with Chattel, Inc.](#)

3.7. Professional service agreements for on-call engineering services.

Recommended Action:

Approve on-call professional services agreements with 27 firms for various services, with not-to-exceed amounts of \$100,000 or \$250,000; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments:**Staff Report**

- [1. Agreement with ADVANTEC Consulting Engineers, Inc.](#)
- [2. Agreement with AGA Engineers, Inc.](#)
- [3. Agreement with Arcadis U.S., Inc.](#)
- [4. Agreement with Bowman Consulting Group Ltd.](#)
- [5. Agreement with DKS Associates](#)
- [6. Agreement with Engineering Resources of Southern California, Inc.](#)
- [7. Agreement with Fehr & Peers](#)
- [8. Agreement with General Technologies and Solutions \(GTS\) Inc.](#)
- [9. Agreement with H.W. Lochner, Inc.](#)
- [10. Agreement with Hartzog & Crabill, Inc.](#)
- [11. Agreement with Interwest Consulting Group Inc.](#)
- [12. Agreement with Iteris, Inc.](#)
- [13. Agreement with JMDiaz, Inc.](#)
- [14. Agreement with Kimley-Horn and Associates, Inc.](#)
- [15. Agreement with Kittelson & Associates, Inc.](#)
- [16. Agreement with LG2WB Engineers, Inc., dba Linscott, Law & Greenspan, Engineers \(LLG\)](#)
- [17. Agreement with LIN Consulting, Inc.](#)
- [18. Agreement with Michael Baker International, Inc.](#)
- [19. Agreement with Minagar & Associates, Inc.](#)
- [20. Agreement with Stantec Consulting Services Inc.](#)
- [21. Agreement with T J K M](#)
- [22. Agreement with TKE Engineering, Inc.](#)
- [23. Agreement with Transtech Engineers, Inc.](#)
- [24. Agreement with W.G. Zimmerman Engineering, Inc.](#)
- [25. Agreement with Willdan Engineering](#)
- [26. Agreement with Wolfe Engineering and Design, Inc.](#)
- [27. Agreement with Wood Rodgers, Inc.](#)

- 3.8. Acceptance and appropriation of \$853,000 in Orange County Transportation Authority Congestion Mitigation and Air Quality Improvement Program grant funds, and appropriation of \$116,000 in match funds for the Santiago Creek Bike Trail Extension Project.**

Recommended Action:

1. Accept into the City's Other Federal Grants (399) revenue budget \$853,000 in grant funds from the Orange County Transportation Authority Congestion Mitigation and Air Quality Improvement Program:
399-5101-43301-265008-43 Santiago Creek Bike Trail Extension Project
2. Authorize the appropriation of \$853,000 to Other Federal Grants (399):

399-5101-87102-265008 Santiago Creek Bike Trail Extension Project

3. Authorize the appropriation of \$116,000 from Capital Projects (500) to:
500-5101-87102-265008 Santiago Creek Bike Trail Extension Project

Attachments: [Staff Report](#)
[Approved Finance Letter](#)

- 3.9. **Appropriation of \$35,829.25 in revenue from the Old Towne West Metrolink Parking Structure parking revenue collected during the Orange International Street Fair.**

Recommended Action:

1. Accept \$35,829.25 of Metrolink Parking Structure revenue into General Fund (100):
100-0000-48999-260001 Street Fair Metrolink Parking
2. Authorize the appropriation of \$35,829.25 from the General Fund (100) to:
100-5601-56999-255105 Other Maintenance Metrolink Parking Structure

Attachments: [Staff Report](#)

- 3.10. **Accept donation of 50 Automated External Defibrillators for the Police Department from the Orange Police Foundation.**

Recommended Action:

Accept donation of 50 Automated External Defibrillators from the Orange Police Foundation to the Orange Police Department.

Attachments: [Staff Report](#)

- 3.11. **Award of Contract to All Cities Engineering, Inc. for Annual Pipeline Renewal Project; Bid No. 25-26.04.**

Recommended Action:

Approve the contract with All Cities Engineering, Inc. in the amount of \$1,309,083, representing an original bid amount of \$1,190,075, plus a 10% contingency of \$119,008 for the Annual Pipeline Renewal Project; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
[Location Map](#)
[Contract with All Cities Engineering, Inc.](#)
[Bid Abstract](#)

- 3.12. **Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Title 12, Title 16, and Title 17 of the Orange Municipal Code to update duties and responsibilities of the Design Review Committee. Ordinance No. 18-25.**

Recommended Action:

Adopt Ordinance No. 18-25.

Attachments: [Staff Report](#)
[Ordinance No. 18-25](#)

3.13. Authorize the purchase of various annual hardware and software maintenances from Sidepath, Inc.

Recommended Action:

Approve the purchase of various annual hardware and software maintenances from Sidepath, Inc. for a total amount of \$272,355.33.

Attachments: [Staff Report](#)
[IT Sidepath Asset List](#)

3.14. Authorization of payment to Valverde Construction, Inc. for the repair of the existing water main, storm drain, and pavement restoration at the intersection of Santiago Boulevard and Meats Avenue.

Recommended Action:

1. Authorize the appropriation of \$118,000 from the Water (600) unreserved fund balance to:
600-5803-56102 Repair/Maint Services - Facility
2. Authorize the payment to Valverde Construction, Inc. for the repair of the existing water main, storm drain, and pavement restoration at the intersection of Santiago Boulevard and Meats Avenue.

Attachments: [Staff Report](#)
[Location Map](#)

3.15. Water rate pass-through notice for Calendar Year 2026.

Recommended Action:

Receive and file.

Attachments: [Staff Report](#)
[Notice of pass-through Increase](#)

3.16. Authorization for the Director of Public Works to sign and file a financial assistance application for a financing and grant agreement with the California State Water Resources Control Board for the City of Orange Well 29 per- and polyfluoroalkyl substances treatment system. Resolution No. 11643.

Recommended Action:

Adopt Resolution No. 11643. A Resolution of the City Council of the City of Orange authorizing a representative to sign and file a financial assistance application for a financing and grant agreement with the State Water Resources Control Board for City of Orange Well 29.

Attachments: [Staff Report](#)
 [Resolution No. 11643](#)

END OF CONSENT CALENDAR

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4. REPORTS FROM MAYOR SLATER

5. REPORTS FROM COUNCILMEMBERS

An opportunity for Councilmembers to make a brief announcement, report, or request. Pursuant to Government Code Section 54954.2(a)(3), no action(s) or discussion(s) shall be undertaken on any item not appearing on the posted agenda.

5.1. Highlight Local Business (Gutierrez)

6. AB 1234 REPORTS

This is the time for all AB 1234 reports required pursuant to Government Code Section 53232.3(d) on meetings and conferences attended at the City's expense.

7. REPORTS FROM CITY MANAGER

8. PUBLIC HEARINGS

8.1. Public Hearing to consider Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Title 15 of the Orange Municipal Code adopting and amending the 2025 editions of the California Building Standards Codes (2025 California Building, the 2025 California Residential Code, the 2025 California Plumbing Code, the 2025 California Green Building Code, and the 2025 California Electrical Code). Ordinance No.16-25.

Recommended Action:

1. Conduct and close the Public Hearing.
2. Adopt Ordinance No. 16-25. An Ordinance of the City Council of the City of Orange amending Title 15 of the Orange Municipal Code adopting and amending the 2025 editions of the California Building Standards Codes and related model codes, with appendices, relating to the building codes.

Attachments: [Staff Report](#)
 [Ordinance No. 16-25](#)

- 8.2. **Public Hearing to consider Second Reading and adoption of an Ordinance of the City Council of the City of Orange adopting the 2025 California Wildland-Urban Interface Code and the 2025 California Fire Code, adding Chapter 15.31 and amending Chapter 15.32 of the Orange Municipal Code. Ordinance No. 17-25.**

Recommended Action:

1. Conduct and close the Public Hearing.
2. Adopt Ordinance No. 17-25. An Ordinance of the City Council of the City of Orange adding and amending Chapter 15.31, City of Orange Wildland-Urban Interface Code, and deleting Chapter 15.32, City of Orange Fire Code, in its entirety and adding Chapter 15.32, adopting and amending the 2025 California Codes and portions of the 2024 International Codes as the City of Orange Wildland-Urban Interface Code and the City of Orange Fire Code, to Title 15 (Buildings and Construction) of the Orange Municipal Code.

Attachments: [Staff Report](#)
[Ordinance No. 17-25](#)

9. ADMINISTRATIVE REPORTS

- 9.1. **Executive Management and Senior Management employees' classification, compensation, and terms of employment. Resolution No. 11644.**

Recommended Action:

Adopt Resolution No. 11644. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11599 and all amendments thereto and the classification, compensation, and terms of employment of Executive Management and Senior Management employees.

Attachments: [Staff Report](#)
[Resolution No. 11644](#)

- 9.2. **Consider changes to Resolution No. 11597 regarding the City's Safe and Sane Fireworks program.**

Recommended Action:

Consider possible changes to the City's Safe and Sane Fireworks program and provide direction to staff.

Attachments: [Staff Report](#)
[Resolution No. 11597](#)

10. LEGAL AFFAIRS

- 10.1. Introduction and First Reading of Ordinance No. 19-25 amending Chapter 2.10 of Title 2 of the Orange Municipal Code relating to controlled committee contributions, as well as the process to incorporate amendments and additional requirements to Chapter 2.10.

Recommended Action:

Introduce and conduct First Reading of Ordinance No. 19-25. An Ordinance of the City Council of the City of Orange amending Sections 2.10.090 and 2.10.240 of the Orange Municipal Code to prohibit transfers of contributions from candidate-controlled committees to City Candidate Committees, to prohibit Candidate-Controlled or Elected Officer-Controlled Committees from making contributions to any committee supporting or opposing a City Candidate for office, and to clarify procedures for amending campaign contribution limitations.

Attachments: [Staff Report](#)
 [Ordinance No. 19-25 Clean](#)
 [Ordinance No. 19-25 Redline](#)

11. ADJOURNMENT

The next Regular City Council meeting will be held on Tuesday, November 25, 2025, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

I, Pamela Coleman, CMC, City Clerk for the City of Orange, do hereby declare, under penalty of perjury, that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at the following locations: Orange Civic Center kiosk and Orange City Clerk's Office at 300 E. Chapman Avenue, Orange Main Public Library at 407 E. Chapman Avenue, Police facility at 1107 N. Batavia Street, and uploaded to the City's website www.cityoforange.org.

Date posted: November 6, 2025



Agenda Item

Orange City Council

Item #: 3.1.

11/12/2025

File #: 25-0606

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

1. SUBJECT

Waive reading in full of all ordinances on the Agenda.

2. SUMMARY

This item asks the City Council to waive the reading in full of all ordinances on the agenda (if any) and approve their reading by title only.

State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None



Agenda Item

Orange City Council

Item #: 3.1.

11/12/2025

File #: 25-0606

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

1. SUBJECT

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2. SUMMARY

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State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None



Agenda Item

Orange City Council

Item #: 3.2.

11/12/2025

File #: 25-0530

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Trang Nguyen, Finance Director

1. SUBJECT

Confirmation of accounts payable warrant registers dated October 2, 9, 16, 17, 23, and 30, 2025 and payroll warrants dated October 10 and 24, 2025.

2. SUMMARY

Per Government Code Section 37208, the accounts payable warrant writings and payroll check warrants for the above listed dates are submitted for approval by the City Council.

3. RECOMMENDED ACTION

Ratify the accompanying registers.

4. DISCUSSION AND BACKGROUND

Government Code Section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum of payroll warrants and checks issued is noted in the attachments.

Government Code Section 37208(b) provides that accounts payable warrants or checks drawn in payment of demands certified or approved by the city clerk as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment. The checks issued in the attached warrant registers have been certified to be in accordance with the City's approved budget.

5. ATTACHMENTS

- October 02, 2025 Warrant Writing Register
- October 09, 2025 Warrant Writing Register
- October 16, 2025 Warrant Writing Register
- October 17, 2025 Warrant Writing Register
- October 23, 2025 Warrant Writing Register
- October 30, 2025 Warrant Writing Register

- October 10, 2025 Payroll Warrant Information
- October 24, 2025 Payroll Warrant Information



Agenda Item

Orange City Council

Item #: 3.2.

11/12/2025

File #: 25-0530

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Trang Nguyen, Finance Director

1. SUBJECT

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5. ATTACHMENTS

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- October 16, 2025 Warrant Writing Register
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- October 23, 2025 Warrant Writing Register
- October 30, 2025 Warrant Writing Register

- October 10, 2025 Payroll Warrant Information
- October 24, 2025 Payroll Warrant Information

Finance Department - Accounts Payable
WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 10/02/25 1 of 6 reports for 11/12/25 Council Meeting	
Notes:		
Requester Signature:	 <small>eSigned via GovOS.com</small> <small>Key: c75eb71bc2d138050ea61da5a02e3123</small>	Date: 10-02-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

 <small>eSigned via GovOS.com</small> <small>Key: 255ce3a4128a3a50bd1b4b009bc5bbc</small> 10-02-2025 Date Lillian Wen, Finance	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37</small> 10-07-2025 Date Jarad L. Hildenbrand, City Manager	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: 5217c7947ed47a25c77b48742be39aca</small> 10-08-2025 Date Pam Coleman, City Clerk	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
5560	09/29/2025	WIRE	001480 U S BANK	2,004,040.94			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	5841	3005718	877-0000-10450-				2,004,040.94
100125	10/01/2025	WIRE	000385 SOUTHERN CALIFORNIA GAS C	2,609.67			
	6572	10/01/2025	100-0000-56203-				2,551.97
	6572	10/01/2025	600-5802-56203-				57.70
8001447	10/01/2025	PRINTED	019738 ADVANCED SECURITY SYSTEMS	239.70			
	6383	036064	100-5601-56101-				119.85
	6384	036093	100-5601-56101-				119.85
8001448	10/01/2025	PRINTED	000539 AIR SOURCE INDUSTRIES	1,400.20			
	6573	00964601	225-3122-53101-				238.55
	6573	00964601	225-3215-53101-				238.55
	6574	00964684	225-3122-53101-				229.48
	6574	00964684	225-3215-53101-				229.47
	6576	00964356	225-3122-53101-				75.20
	6576	00964356	225-3215-53101-				75.20
	6578	00964678	225-3122-53101-				156.87
	6578	00964678	225-3215-53101-				156.88
8001449	10/01/2025	PRINTED	001272 ALCORN FENCE CO	955.15			
	6544	20242	100-5201-53201-				955.15
8001450	10/01/2025	PRINTED	002217 AT&T	9,769.29			
	6620	09/15/2025	100-1301-56201-				31.41
	6620	09/15/2025	100-1801-56201-				94.23
	6620	09/15/2025	100-2101-56201-				126.56
	6620	09/15/2025	100-2316-56201-				155.50
	6620	09/15/2025	100-3011-56201-				3,193.32
	6620	09/15/2025	100-4011-56201-				2,203.07
	6620	09/15/2025	100-5601-56101-				61.61
	6620	09/15/2025	100-7001-56201-				3,718.24
	6620	09/15/2025	600-5802-56201-				153.94
	6620	09/15/2025	100-5401-56201-				31.41
8001451	10/01/2025	PRINTED	005378 AUTO ZONE	215.53			
	6392	05942397502	100-0000-15203-				74.90
	6394	05942402088	100-0000-15203-				106.66
	6396	05942403213	100-0000-15203-				21.92
	6401	05942403241	100-0000-15203-				12.05
8001452	10/01/2025	PRINTED	020160 BRYCE AYRES	46.24			
	6324	08/18-19/2025RB	100-4011-57101-				46.24
8001453	10/01/2025	PRINTED	013658 ABBA TERMITE AND PEST CON	220.00			
	6407	029828	600-5802-55999-				110.00
	6591	026794	601-5301-56999-				110.00

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001454	10/01/2025	PRINTED	000053 BOOT BARN INC	1,544.03			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	6431	INV00523116	731-1306-54101-				357.16
	6432	INV00523114	731-1306-54101-				500.00
	6434	INV00523118	731-1306-54101-				251.85
	6435	INV00523115	731-1306-54101-				187.74
	6436	INV00523120	731-1306-54101-				247.28
8001455	10/01/2025	PRINTED	002089 BOUND TREE MEDICAL	564.84			
	6624	85933827	225-3122-53101-				564.84
8001456	10/01/2025	PRINTED	018332 BPS SUPPLY GROUP	634.17			
	6347	S3247788.001	600-5802-53199-				166.10
	6408	S3247526.001	600-5802-53199-				468.07
8001457	10/01/2025	PRINTED	012737 ANDREA BROOKS	1,500.00			
	6429	EDU25/26	100-1401-57102-				1,500.00
8001458	10/01/2025	PRINTED	002313 BURRO CANYON SHOOTING PAR	80.00			
	6555	3620	100-4011-57101-				80.00
8001459	10/01/2025	PRINTED	002011 BURTONS FIRE INC	916.91			
	6236	S69369	100-0000-15203-				403.68
	6238	S69347	100-0000-15203-				304.22
	6391	S69445	100-0000-15203-				209.01
8001460	10/01/2025	PRINTED	001624 C WELLS PIPELINE MATERIAL	18,978.65			
	6351	SINV25-4574	600-5803-81999-				15,457.38
	6458	SINV25-4620	600-5803-81999-				3,521.27
8001461	10/01/2025	PRINTED	016378 C3 TECHNOLOGY SERVICES	9.00			
	6475	INV206829	100-1601-56999-				9.00
8001462	10/01/2025	PRINTED	017952 CAL-STATE AUTO PARTS INC	810.61			
	6450	479067	100-0000-15203-				124.99
	6452	479068	100-0000-15203-				26.77
	6456	479151	100-0000-15203-				169.49
	6459	479599	100-0000-15203-				489.36
8001463	10/01/2025	PRINTED	000065 CALIFORNIA AUTO REFRIGERA	1,436.85			
	6203	323042	100-0000-15203-				45.26
	6204	323049	100-0000-15203-				32.86
	6208	323071	100-0000-15203-				1,319.94
	6213	323073	100-0000-15203-				38.79
8001464	10/01/2025	PRINTED	006583 CAM SERVICES	1,139.00			
	6589	120256	100-5301-56999-				1,139.00
8001465	10/01/2025	PRINTED	025101 AXEL CAMARILLO MUNOZ	275.00			
	6577	PRODV25/26	100-1401-57102-				275.00

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FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001466	10/01/2025	PRINTED	018913 CAPTAIN GRAPHICS	883.55			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		6490	U5670	454-4011-53102-			366.35
		6491	U5666	454-4011-53102-			517.20
8001467	10/01/2025	PRINTED	019135 CEM CONSTRUCTION CORP	140,034.60			
		6225	RETREL AGR 7653	600-0000-20103-			2,637.50
		6225	RETREL AGR 7653	600-0000-20103-			2,715.00
		6225	RETREL AGR 7653	600-0000-20103-			5,277.50
		6225	RETREL AGR 7653	600-0000-20103-			33,583.75
		6225	RETREL AGR 7653	600-0000-20103-			31,023.00
		6225	RETREL AGR 7653	600-0000-20103-			13,244.50
		6225	RETREL AGR 7653	600-0000-20103-			32,436.50
		6225	RETREL AGR 7653	600-0000-20103-			5,550.25
		6225	RETREL AGR 7653	600-0000-20103-			5,588.75
		6225	RETREL AGR 7653	600-0000-20103-			7,977.85
8001468	10/01/2025	PRINTED	019331 KEVIN CHOI	750.00			
		6433	EDU25/26-2	100-1401-57102-			750.00
8001469	10/01/2025	PRINTED	003595 CINTAS CORPORATION NO 2	1,714.28			
		6042	4236398915	100-7203-56107-			202.72
		6043	4241530812	100-7203-56107-			223.28
		6050	4237127708	100-7203-56107-			213.00
		6051	4237846140	100-7203-56107-			213.00
		6052	4238586065	100-7203-56107-			213.00
		6053	4239283273	100-7203-56107-			213.00
		6054	4240048077	100-7203-56107-			213.00
		6055	4240779231	100-7203-56107-			223.28
8001470	10/01/2025	PRINTED	019162 CINTAS	135.63			
		6478	4244457915	100-5401-56107-			135.63
8001471	10/01/2025	PRINTED	002810 CLINICAL LABORATORY OF SA	3,505.00			
		6305	2501559-	600-5802-55999-			3,505.00
8001472	10/01/2025	PRINTED	014134 CORELOGIC SOLUTIONS LLC	15,933.72			
		6506	50036454	100-1601-56999-			15,933.72
8001473	10/01/2025	PRINTED	005556 CPAC INC	1,270.38			
		6563	SI-1301780	600-5802-54101-			1,270.38
8001474	10/01/2025	PRINTED	005556 CPAC INC	4,369.28			
		6400	SI-1301846	200-1601-53201-			1,270.38
		6552	SI-1301920	100-1601-53101-			558.15
		6566	SI-1301950	100-1601-53101-			2,540.75
8001475	10/01/2025	PRINTED	012114 DANIELS TIRE SERVICE	2,929.02			
		6559	200550291	100-0000-15203-			2,929.02

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FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001476	10/01/2025	PRINTED	020530 JESUS DE LA CRUZ	275.00			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		6424	PRODV25/26	100-1401-57102-			275.00
8001477	10/01/2025	PRINTED	014203 DIVERSIFIED THERMAL SERVI	14,846.98			
		6378	S408773	100-5601-56101-			471.98
		6379	S251369-1	100-5601-56101-			8,785.00
		6381	S251417-1	100-5601-56101-			5,590.00
8001478	10/01/2025	PRINTED	017762 DAVID WILSON'S VILLA FORD	175.26			
		6474	027267	100-0000-15203-			166.47
		6476	027465	100-0000-15203-			8.79
8001479	10/01/2025	PRINTED	002741 EMERGENCY RESPONSE CRIME	1,050.00			
		6501	OP2025-472	100-4011-55000-			1,050.00
8001480	10/01/2025	PRINTED	002278 FERGUSON WATERWORKS #1089	21,801.10			
		6485	0059672	600-5802-80101-			2,104.93
		6485	0059672	600-5803-80101-			2,736.42
		6485	0059672	600-5803-81501-			2,104.94
		6485	0059672	600-5803-80101-			7,788.27
		6619	0045230	600-5802-80101-			916.18
		6619	0045230	600-5803-80101-			1,191.04
		6619	0045230	600-5803-81501-			916.18
		6619	0045230	600-5803-80101-			3,389.88
		6622	0061693	600-5802-80101-			45.81
		6622	0061693	600-5803-80101-			59.55
		6622	0061693	600-5803-81501-			45.81
		6622	0061693	600-5803-80101-			169.49
		6623	0061406	600-5802-80101-			47.52
		6623	0061406	600-5803-80101-			61.77
		6623	0061406	600-5803-81501-			47.51
		6623	0061406	600-5803-80101-			175.80
8001481	10/01/2025	PRINTED	000002 FLEET SERVICES INC	215.29			
		6430	01P167088	100-0000-15203-			215.29
8001482	10/01/2025	PRINTED	002198 GALLS LLC	2,018.10			
		6509	032654414	100-4011-53102-			258.96
		6510	032666711	100-4011-53102-			86.32
		6513	032629745	100-4011-53102-			100.93
		6514	032616926	454-4011-53102-			168.58
		6515	032616927	454-4011-53102-			112.39
		6516	032616928	454-4011-53102-			168.58
		6519	032617031	454-4011-53102-			92.17
		6523	032629797	454-4011-53102-			97.30
		6527	032666692	454-4011-53102-			141.95
		6532	032617055	454-4011-53102-			161.63
		6535	032666697	454-4011-53102-			131.00

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FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
6537			032666768 454-4011-53102-				122.43
	DOC	INVOICE NO	ACCOUNT				AMOUNT
6539		032666769	454-4011-53102-				122.43
6540		032666770	454-4011-53102-				122.43
6542		032666771	454-4011-53102-				131.00
8001483	10/01/2025	PRINTED	002198 GALLS LLC	895.43			
6508		032616925	100-4011-53102-				85.98
6511		032666712	100-4011-53102-				86.32
6512		032666733	100-4011-53102-				22.93
6517		032616938	454-4011-53102-				85.68
6518		032617008	454-4011-53102-				46.08
6520		032629788	454-4011-53102-				76.14
6521		032629789	454-4011-53102-				76.14
6522		032629790	454-4011-53102-				76.14
6524		032629840	454-4011-53102-				62.83
6525		032642847	454-4011-53102-				84.02
6526		032666639	454-4011-53102-				51.15
6533		032666690	454-4011-53102-				61.21
6536		032666767	454-4011-53102-				80.81
6549		032670047	454-4011-53102-				-79.02
6551		032642888	454-4011-53102-				79.02
8001484	10/01/2025	PRINTED	002198 GALLS LLC	16.64			
6546		032654386	454-4011-53102-				3.32
6547		032616966	454-4011-53102-				13.32
8001485	10/01/2025	PRINTED	025103 ALBERTO GARCIA	275.00			
6580		PRODV25/26	100-1401-57102-				275.00
8001486	10/01/2025	PRINTED	016078 GEORGE HILLS COMPANY	6,886.50			
6410		INV1032858	731-1306-50204-				6,886.50
8001487	10/01/2025	PRINTED	025105 JAVIER GOMEZ	275.00			
6583		PRODV25/26	100-1401-57102-				275.00
8001488	10/01/2025	PRINTED	012658 HANNA, BROPHY, MACLEAN,	279.00			
6411		2334497	730-1306-50299-				205.00
6412		2334501	730-1306-50299-				74.00
8001489	10/01/2025	PRINTED	001390 HDL COREN & CONE	257.34			
6472		SIN055016	100-0000-55999-				257.34
8001490	10/01/2025	PRINTED	014977 BRIAN HERNANDEZ	150.00			
6390		9-25 RUNNING SHOES	100-3011-53102-				150.00
8001491	10/01/2025	PRINTED	000175 HI-STANDARD AUTOMOTIVE	1,140.00			
6470		30442	100-0000-15203-				1,140.00
8001492	10/01/2025	PRINTED	001513 HINDERLITER, DE LLAMAS &	5,571.91			

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FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	6265		SIN053720 100-1801-55999-				5,571.91
8001493	10/01/2025	PRINTED	012820 INLAND KENWORTH US INC	221.10			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	6423	319226MNP	100-0000-15203-				221.10
8001494	10/01/2025	PRINTED	017338 INTRATEK COMPUTER INC	20,693.66			
	6556	20250358-REV	100-1601-55999-				20,693.66
8001495	10/01/2025	PRINTED	000891 J J KELLER & ASSOCIATES I	99.00			
	6428	9110537370	731-1306-55999-				99.00
8001496	10/01/2025	PRINTED	025091 JIMMY PHAN	72.36			
	6309	08/05-07/2025RB	100-4011-57101-				72.36
8001497	10/01/2025	PRINTED	001720 KAISER PERMANENTE	2,508.50			
	CNV-22291	1234-3REISSUE	100-0000-20108-				2,508.50
8001498	10/01/2025	PRINTED	001720 KAISER PERMANENTE	607.39			
	CNV-22292	1234-2REISSUE	100-0000-20108-				607.39
8001499	10/01/2025	PRINTED	001720 KAISER PERMANENTE	7,265.08			
	CNV-35335	1234-4REISSUE	100-0000-20108-				7,265.08
8001500	10/01/2025	PRINTED	001720 KAISER	1,899.68			
	2317	02306728REISSUE	100-0000-20108-				1,899.68
8001501	10/01/2025	PRINTED	001720 KAISER	2,461.84			
	2319	02313711REISSUE	100-0000-20108-				2,461.84
8001502	10/01/2025	PRINTED	016844 KILTER TERMITE AND PEST C	410.00			
	6387	642742	100-5601-56101-				160.00
	6389	643046	100-5601-56101-				250.00
8001503	10/01/2025	PRINTED	008464 MAURICE KING	981.39			
	6313	07/28-31/2025RB	100-4011-57101-				981.39
8001504	10/01/2025	PRINTED	000796 LA HABRA FENCE COMPANY	6,969.00			
	6568	48091	600-5802-56101-				6,969.00
8001505	10/01/2025	PRINTED	025099 BRUCE LA PIERRE	275.00			
	6575	PRODV25/26	100-1401-57102-				275.00
8001506	10/01/2025	PRINTED	000222 LIFE-ASSIST INC	18,341.37			
	6585	1637591	100-3122-53101-				3,251.67
	6585	1637591	225-3122-53101-				7,225.93
	6585	1637591	225-3215-53101-				1,987.13
	6586	1637773	100-3122-53101-				108.60
	6586	1637773	225-3122-53101-				241.32
	6586	1637773	225-3215-53101-				66.36

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
6587			1638061 100-3122-53101-				77.19
		DOC	INVOICE NO ACCOUNT				AMOUNT
6587			1638061 225-3122-53101-				171.54
6587			1638061 225-3215-53101-				47.17
6588			1639808 100-3122-53101-				1,220.45
6588			1639808 225-3122-53101-				2,712.13
6588			1639808 225-3215-53101-				745.84
6593			1639775 100-3122-53101-				126.80
6593			1639775 225-3122-53101-				281.76
6593			1639775 225-3215-53101-				77.48
8001507	10/01/2025	PRINTED	000232 LU'S LIGHTHOUSE INC	178.76			
6438			01287663 100-0000-15203-				178.76
8001508	10/01/2025	PRINTED	025100 MIGUEL MAGANA	275.00			
6584			PRODV25/26 100-1401-57102-				275.00
8001509	10/01/2025	PRINTED	002731 JOHN MANCINI	975.17			
6437			EDU25/26 100-1401-57102-				975.17
8001510	10/01/2025	PRINTED	019631 CHRIS MIELKE	100.00			
6483			912253 600-5802-50999-				100.00
8001511	10/01/2025	PRINTED	001867 MISSION LINEN SUPPLY	2,656.74			
6497			524664441 100-4011-55999-				226.92
6607	09/30/25	STMT	134334 100-3121-56107-				355.70
6608	09/30/25	STMT	134351 100-3121-56107-				234.22
6610	09/30/25	STMT	134315 100-3121-56107-				258.40
6611	09/30/25	STMT	134168 100-3121-56107-				199.20
6612	09/30/25	STMT	134329 100-3121-56107-				330.30
6613	09/30/25	STMT	217880 100-3121-56107-				629.30
6614	09/30/25	STMT	134170 100-3121-56107-				223.50
6615	09/30/25	STMT	134988 100-3121-56107-				199.20
8001512	10/01/2025	PRINTED	000793 MITSUBISHI ELECTRIC US IN	350.25			
6386			540948 100-5601-56999-				350.25
8001513	10/01/2025	PRINTED	011219 NATIONAL AUTO FLEET GROUP	116,671.14			
6227			WF13201 720-5401-80301-				58,335.57
6228			WF13206 720-5401-80301-				58,335.57
8001514	10/01/2025	PRINTED	025093 NATIONAL TESTING NETWORK	1,000.00			
6300			27015 100-1401-55999-				1,000.00
8001515	10/01/2025	PRINTED	018208 MARTIN NAVIA JR	463.50			
6473			PRODV25/26 100-1401-57102-				463.50
8001516	10/01/2025	PRINTED	019237 EDINGER URGENT CARE MEDIC	1,175.00			
6461			00081387-00 100-1401-55101-				1,175.00

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FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001517	10/01/2025	PRINTED	000278 OCLC INC	18,207.71			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		6063	1000437551	100-2102-55999-			18,207.71
8001518	10/01/2025	PRINTED	000096 ORANGE CNTY TREASURER-TAX	1,382.51			
		6492	SH72271	100-4011-56301-			1,104.51
		6557	STTM003268	100-4011-53299-			278.00
8001519	10/01/2025	PRINTED	000300 ORANGE ELDERLY SERVICES I	18,675.00			
		6048	OES-OPS-OCT2025	100-7104-55999-			18,675.00
8001520	10/01/2025	PRINTED	001069 PARKHOUSE TIRE INC	1,837.57			
		6442	1020298033	100-0000-15203-			258.49
		6448	1020298736	100-0000-15203-			1,579.08
8001521	10/01/2025	PRINTED	002883 PLUMBERS DEPOT INC	289.46			
		6445	PD-59671	601-5301-53299-			289.46
8001522	10/01/2025	PRINTED	015586 POINT EMBLEMS	3,634.98			
		6496	18878	454-4011-53102-			3,634.98
8001523	10/01/2025	PRINTED	025090 POWER UP SOLUTIONS LLC	416.80			
		6388	BLDG25-0790	100-6201-42720-			306.40
		6388	BLDG25-0790	100-6201-42728-			110.40
8001524	10/01/2025	PRINTED	017564 PROTELESIS CORP	7,789.75			
		6371	29891307	100-1601-56999-			3,895.16
		6507	29892352	100-1601-56999-			3,894.59
8001525	10/01/2025	PRINTED	002778 PUMPING SOLUTIONS, A DXP	2,246.30			
		6315	55383428	600-5802-56101-			2,246.30
8001526	10/01/2025	PRINTED	000326 R J NOBLE COMPANY	445.01			
		6590	265231	263-5201-53201-			445.01
8001527	10/01/2025	PRINTED	025104 HECTOR RAMOS	275.00			
		6579	PRODV25/26	100-1401-57102-			275.00
8001528	10/01/2025	PRINTED	019651 RC EMPIRE CORP INC	924.31			
		6460	4538	100-5401-56999-			854.31
		6463	4541	100-5401-56999-			70.00
8001529	10/01/2025	PRINTED	001580 REACH EMPLOYEE ASSISTANCE	1,330.00			
		6464	0092575	100-1401-55999-			1,330.00
8001530	10/01/2025	PRINTED	000331 RED WING BUSINESS ADVANTA	4,006.33			
		6413	855ST1-1678913	730-1306-54101-			482.70
		6414	855ST1-1727102	730-1306-54101-			500.00
		6415	855ST1-1639801	730-1306-54101-			500.00
		6417	855ST1-1727205	730-1306-54101-			500.00

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
6419			855ST1-1812989 730-1306-54101-				232.73
		DOC	INVOICE NO ACCOUNT				AMOUNT
6420			855ST1-1816429 730-1306-54101-				500.00
6421			855ST1-1829180 730-1306-54101-				500.00
6425			855ST1-1865729 730-1306-54101-				290.90
6427			855ST1-1841864 730-1306-54101-				500.00
8001531	10/01/2025	PRINTED	020753 UNITED SAFETY SERVICES	344.36			
6368			221121 730-1306-54101-				172.18
6369			221124 730-1306-54101-				86.09
6370			221127 730-1306-54101-				86.09
8001532	10/01/2025	PRINTED	002131 RELIANCE STANDARD LIFE IN	20,634.41			
6398			202509 BG #01000001 100-0000-20437-				10,386.30
6398			202509 BG #01000001 100-0000-20417-				10,248.11
8001533	10/01/2025	PRINTED	020543 RENEWELL FLEET SERVICE LL	2,303.50			
6489			7571 100-0000-15203-				474.00
6495			7597 100-0000-15203-				223.91
6500			7649 100-0000-15203-				1,077.09
6505			7702 100-0000-15203-				189.43
6528			7765 100-0000-15203-				339.07
8001534	10/01/2025	PRINTED	000351 ROSEBURROUGH TOOL INC	756.10			
6446			823339 263-5201-53201-				756.10
8001535	10/01/2025	PRINTED	007144 SAFARILAND LLC	2,434.19			
6558			I010-636775 100-4134-53199-				2,434.19
8001536	10/01/2025	PRINTED	004646 AARON SCHULZE	249.00			
6418			PRODV25/26 100-1401-57102-				249.00
8001537	10/01/2025	PRINTED	000372 SELMAN CHEVROLET CO	215.50			
6223			643597 100-0000-15203-				215.50
8001538	10/01/2025	PRINTED	007856 SIDEPATH INC	136,460.34			
6372			24695 100-1601-55999-				136,460.34
8001539	10/01/2025	PRINTED	002187 SIEMENS INDUSTRY INC	339,676.49			
6395			5332112226 100-1601-56999-				339,676.49
8001540	10/01/2025	PRINTED	025071 SIERRA ANALYTICAL LABS IN	380.00			
6409			5121016- 600-5802-55999-				57.50
6569			5129039- 600-5802-55999-				322.50
8001541	10/01/2025	PRINTED	002127 SIRSI CORPORATION	76,737.04			
6443			INV19247 100-2102-56101-				76,737.04
8001542	10/01/2025	PRINTED	001118 SMITHSON ELECTRIC INC	900.00			
6047			64894.2 100-5702-56999-				900.00

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001543	10/01/2025	PRINTED	001077 SNAP-ON TOOL INDUSTRIAL D	1,067.48			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		6468	ARV/65714154	100-5401-53101-			1,067.48
8001544	10/01/2025	PRINTED	000718 SOUTH COAST AQMD	1,070.95			
		6374	4594572	100-5601-56101-			900.01
		6375	4595959	100-5601-56101-			170.94
8001545	10/01/2025	PRINTED	000789 SOUTH COAST BOBCAT	4,799.54			
		6553	W06240	100-5401-56999-			4,799.54
8001546	10/01/2025	PRINTED	016802 SOUTHERN CALIFORNIA SHRED	130.00			
		6499	290533	100-4011-55999-			130.00
8001547	10/01/2025	PRINTED	000386 SOUTHERN COUNTIES OIL CO	19,476.59			
		6440	IN-0000207793	100-0000-15204-			14,892.41
		6480	IN-0000209055	100-0000-15204-			3,121.19
		6488	IN-0000157671	100-0000-15204-			1,462.99
8001548	10/01/2025	PRINTED	025038 STEARNS, CONRAD AND SCHMI	4,750.00			
		6484	0541023	100-5101-55999-			4,750.00
8001549	10/01/2025	PRINTED	001303 SUNRISE MULTISPECIALIST M	521.54			
		6366	00198788-00	730-1306-50203-			456.54
		6367	00198794-00	730-1306-50203-			65.00
8001550	10/01/2025	PRINTED	000402 SUSAN SAXE-CLIFFORD PHD	1,800.00			
		6465	25-0915-11	100-1401-55101-			450.00
		6466	25-0915-6	100-1401-55101-			450.00
		6467	25-0925-5	100-1401-55101-			900.00
8001551	10/01/2025	PRINTED	017583 SYNC WRAPS	90.00			
		6503	1167	245-4121-53199-			90.00
8001552	10/01/2025	PRINTED	018049 TETRA TECH BAS INC	8,665.00			
		6554	52478137	600-5802-55101-			8,665.00
8001553	10/01/2025	PRINTED	018234 THE HUB OC	23,068.94			
		6359	88	412-6431-55999-			23,068.94
8001554	10/01/2025	PRINTED	016551 TIRE HUB LLC	1,491.96			
		6479	53019594	100-0000-15203-			1,491.96
8001555	10/01/2025	PRINTED	001635 TOM'S RADIATOR SERVICE	295.00			
		6416	46521	100-5401-56999-			295.00
8001556	10/01/2025	PRINTED	003155 TRI-AD	684.00			
		6462	95301830	100-1401-55999-			684.00

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001557	10/01/2025	PRINTED	011609 TRIPAC MARKETING INC	524.24			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	6482	5831233	600-5803-53201-				524.24
8001558	10/01/2025	PRINTED	000001 U S ARMOR CORP	2,309.15			
	6494	50841	100-4011-54101-				2,309.15
8001559	10/01/2025	PRINTED	000419 UNDERGROUND SERVICE ALERT	428.00			
	6570	920250521	600-5803-56102-				428.00
8001560	10/01/2025	PRINTED	000419 DIG SAFE BOARD	198.09			
	6571	25-261054	600-5803-56102-				198.09
8001561	10/01/2025	PRINTED	000944 UNITED PARCEL SERVICE	72.81			
	6477	00005733w1395 2026	100-5001-53104-				72.81
8001562	10/01/2025	PRINTED	019230 UNITED RENTALS INC	869.03			
	6453	251501565-002	263-5201-53201-				5.60
	6529	251501565-001	263-5201-53201-				644.70
	6530	251511708-001	263-5201-53201-				218.73
8001563	10/01/2025	PRINTED	000551 V & V MANUFACTURING INC	136.94			
	6493	63126	100-4011-53102-				136.94
8001564	10/01/2025	PRINTED	009050 VULCAN MATERIALS CO	466.72			
	6595	4558729	263-5201-53201-				229.87
	6597	4552269	263-5201-53201-				236.85
8001565	10/01/2025	PRINTED	000431 W W GRAINGER INC	2,116.37			
	6385	9637212383	600-5802-56102-				374.67
	6481	9650773774	600-5802-56102-				1,741.70
8001566	10/01/2025	PRINTED	002319 WATERLINE TECHNOLOGIES	4,474.72			
	6439	5764149	600-5802-53201-				746.32
	6441	5763910	600-5802-53201-				318.94
	6447	5763908	600-5802-53201-				574.09
	6451	5763904	600-5802-53201-				526.25
	6454	5763911	600-5802-53201-				510.30
	6455	5763906	600-5802-53201-				842.00
	6457	5763914	600-5802-53201-				956.82
8001567	10/01/2025	PRINTED	025102 JIM WONG	100.00			
	6581	PRODV25/26	100-1401-57102-				100.00
8001568	10/01/2025	PRINTED	001153 ZOLL MEDICAL CORPORATION	958.58			
	6616	4324459	225-3122-53101-				92.26
	6616	4324459	400-3122-80101-				55.36
	6617	4320830	225-3122-53101-				506.85
	6617	4320830	400-3122-80101-				304.11

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001569	10/01/2025	PRINTED	000452 ZUMAR INDUSTRIES INC	20,895.52			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	6244	11018	100-5201-53201-				20,895.52
		125 CHECKS	CASH ACCOUNT TOTAL	3,205,703.55	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
125 CHECKS	FINAL TOTAL	3,205,703.55	.00

** END OF REPORT - Generated by Jocelin Mendez **

Finance Department - Accounts Payable
WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 10/09/25 2 of 6 reports for 11/12/25 Council Meeting	
Notes:		
Requester Signature:	 <small>eSigned via GovOS.com</small> <small>Key: c75eb71bc2d138050ea61da5a02e3123</small>	Date: 10-09-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

 <small>eSigned via GovOS.com</small> <small>Key: 255ce3a4128a3a50bd1b4b009bc5bbc</small> Lillian Wen, Finance	10-09-2025 Date	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37</small> Jarad L. Hildenbrand, City Manager	10-13-2025 Date	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: 5217c7947ed47a25c77b48742be39aca</small> Pam Coleman, City Clerk	10-13-2025 Date	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
5563	10/07/2025	WIRE	001117 PUBLIC EMPLOYEES RETIREME	814,401.74			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		6625	CaIPERS 202510	100-0000-20414-			764,543.90
		6625	CaIPERS 202510	760-0000-52001-			49,857.84
100825	10/08/2025	WIRE	000384 SOUTHERN CALIF EDISON CO	205,947.18			
	7415	10/08/25		100-0000-56205-			158,663.77
	7415	10/08/25		601-5301-56205-			206.32
	7415	10/08/25		291-5501-56205-			1,126.80
	7415	10/08/25		291-5902-56205-			16.78
	7415	10/08/25		600-5802-56205-			45,933.51
8001570	10/09/2025	PRINTED	025141 ENAS ABDELNABY	623.24			
	6713	02501602		100-0000-20108-			623.24
8001571	10/09/2025	PRINTED	025133 JENNIFER L ADAMS	150.00			
	6695	02500222		100-0000-20108-			150.00
8001572	10/09/2025	PRINTED	018555 AGA ENGINEERS INC	705.00			
	7418	25237-IN		100-5703-55999-			705.00
8001573	10/09/2025	PRINTED	000539 AIR SOURCE INDUSTRIES	368.20			
	6834	00963823		225-3122-53101-			184.10
	6834	00963823		225-3215-53101-			184.10
8001574	10/09/2025	PRINTED	020629 ALERT 360	94.79			
	6703	16647518		100-5601-56999-			94.79
8001575	10/09/2025	PRINTED	020698 ALL CITY MANAGEMENT SERVI	20,079.72			
	7411	103249		100-4141-55999-			20,079.72
8001576	10/09/2025	PRINTED	013526 ALVARIA INC	150.00			
	7414	ASI087416		100-3011-55105-			150.00
8001577	10/09/2025	PRINTED	002689 ANDY GUMP INC	186.37			
	6650	INV1273095		600-5802-53199-			186.37
8001578	10/09/2025	PRINTED	010063 ANIMAL FRIENDS PET HOTEL	407.00			
	6756	745088667		100-4121-55999-			407.00
8001579	10/09/2025	PRINTED	019520 ANSWER CALIFORNIA	703.42			
	6722	000038-013-731		600-5802-55999-			703.42
8001580	10/09/2025	PRINTED	001147 ARCHIE'S TOWING	322.50			
	6675	266037		100-5401-56999-			107.50
	6677	266185		100-5401-56999-			107.50
	6861	266166		100-5401-56999-			107.50
8001581	10/09/2025	PRINTED	025127 TREVOR ARTHUR	217.62			
	6567	52051-01		600-0000-11106-			217.62

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001582	10/09/2025	PRINTED	007191 AT & T	1,215.24			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	6761	000024071618	100-4011-56201-				1,215.24
8001583	10/09/2025	PRINTED	002217 AT&T INTERNET SERVICES	2,599.48			
	7428	10/04/2025	100-1502-55999-				31.41
	7428	10/04/2025	100-3011-56201-				31.41
	7428	10/04/2025	100-5601-56101-				31.41
	7428	10/04/2025	100-5601-56999-				496.92
	7428	10/04/2025	100-1601-56201-				2,008.33
8001584	10/09/2025	PRINTED	005378 AUTO ZONE	201.65			
	6835	05942413601	100-0000-15203-				160.87
	6836	05942415289	100-0000-15203-				37.72
	6838	05942416391	100-0000-15203-				3.06
8001585	10/09/2025	PRINTED	020961 BEST DRILLING AND PUMP IN	197,600.00			
	6730	4776	600-5802-85107-				208,000.00
8001586	10/09/2025	PRINTED	001312 BLUE CROSS OF CALIFORNIA	2,824.17			
	6711	02509251	100-0000-20108-				2,824.17
8001587	10/09/2025	PRINTED	001342 BLUE SHIELD OF CALIFORNIA	91.32			
	6701	02500919	100-0000-20108-				91.32
8001588	10/09/2025	PRINTED	015775 GAGE BOWEN	150.00			
	6837	10-07 RUNNING SHOES	100-3011-53102-				150.00
8001589	10/09/2025	PRINTED	018332 BPS SUPPLY GROUP	652.02			
	6824	S3251029.001	600-5802-53199-				445.19
	7401	S3249752.001	600-5802-53199-				206.83
8001590	10/09/2025	PRINTED	014959 BPS TACTICAL INC	35,891.53			
	7407	25041811	454-4011-53102-				35,891.53
8001591	10/09/2025	PRINTED	025115 MICHELE BRAGALONE	27.25			
	6655	27219-03	600-0000-11106-				27.25
8001592	10/09/2025	PRINTED	002011 BURTONS FIRE INC	428.84			
	6735	S69512	100-0000-15203-				428.84
8001593	10/09/2025	PRINTED	017952 CAL-STATE AUTO PARTS INC	716.41			
	6247	476835	100-0000-15203-				181.97
	6249	478447	100-0000-15203-				332.75
	6565	480673	100-0000-15203-				176.71
	6740	481664	100-0000-15203-				165.07
	6741	483075	100-0000-15203-				373.68
	6742	483473	100-0000-15203-				136.84
	6743	483796	100-0000-15203-				68.53

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
6744			484000	100-0000-15203-			381.79
		DOC	INVOICE NO	ACCOUNT			AMOUNT
6841			484472	100-0000-15203-			80.49
6843			485651	100-0000-15203-			257.52
7437			CM558205	100-0000-15203-			-215.50
7438			CM561474	100-0000-15203-			-197.97
7439			CM565428	100-0000-15203-			-348.83
7440			CM566226	100-0000-15203-			-131.45
7442			CM562365	100-0000-15203-			-130.08
7443			CM563819	100-0000-15203-			-153.10
7465			CM559087	100-0000-15203-			-52.80
7469			CM565781	100-0000-15203-			-9.70
7472			CM565393	100-0000-15203-			-9.70
7473			CM563523	100-0000-15203-			-19.40
7476			CM563381	100-0000-15203-			-48.00
7477			CM562891	100-0000-15203-			-95.47
7478			CM562228	100-0000-15203-			-26.94
8001594	10/09/2025	PRINTED	000069 CALIFORNIA FORENSIC PHLEB	6,396.00			
	6759		3023 100-4011-55000-				6,396.00
8001595	10/09/2025	PRINTED	019138 CALIFORNIA WATERS DEVELOP	625.00			
	6870		24893 100-5601-56101-				625.00
8001596	10/09/2025	PRINTED	006583 CAM SERVICES	1,320.00			
	6659		119975 100-5301-56999-				185.00
	6660		120252 100-5301-56999-				750.00
	6661		120258 100-5301-56999-				385.00
8001597	10/09/2025	PRINTED	006451 CHAMELEON BEVERAGE COMPAN	706.90			
	6676		C009825 600-5802-53101-				706.90
8001598	10/09/2025	PRINTED	018974 CHARTER COMMUNICATIONS	1,266.58			
	6813		189065601100125 100-3011-56201-				690.00
	6814		189065501100125 100-3011-56201-				40.00
	6815		188991501100125 100-3011-56201-				268.29
	6816		189065401100125 100-3011-56201-				268.29
8001599	10/09/2025	PRINTED	001011 WEX BANK	376.76			
	7408		107880025 100-4133-53299-				376.76
8001600	10/09/2025	PRINTED	000087 CIGNA HEALTHCARE	35.20			
	6714		O2205752 100-0000-20108-				35.20
8001601	10/09/2025	PRINTED	003595 CINTAS CORPORATION NO 2	1,193.72			
	6403		4244446346 100-7203-56107-				523.88
	6404		4243687165 100-7203-56107-				223.28
	6405		4242268796 100-7203-56107-				223.28
	6406		4242994005 100-7203-56107-				223.28

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001602	10/09/2025	PRINTED	019162 CINTAS	135.63			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	6832	4245232533	100-5401-56107-				135.63
8001603	10/09/2025	PRINTED	012856 CIRBA SOLUTIONS	1,170.70			
	6444	CSW-050889	601-5301-56999-				1,170.70
8001604	10/09/2025	PRINTED	002810 CLINICAL LABORATORY OF SA	2,790.00			
	7423	2501642-	600-5802-55999-				2,790.00
8001605	10/09/2025	PRINTED	019291 FURNITURE FIXXERS	232.50			
	6716	2098	100-2101-56999-				232.50
8001606	10/09/2025	PRINTED	019432 CUBIC ITS INC	19,039.43			
	7420	90205478	500-5704-87101-				19,039.43
8001607	10/09/2025	PRINTED	005239 RICHARD M CUELLAR	150.00			
	6822	10-06 RUNNING SHOES	100-3011-53102-				150.00
8001608	10/09/2025	PRINTED	020315 CULLEN AND ASSOCIATES INC	6,600.00			
	7370	021	100-1801-55999-				6,600.00
8001609	10/09/2025	PRINTED	000101 CULLIGAN	112.86			
	6726	2013031	600-5802-53199-				112.86
8001610	10/09/2025	PRINTED	000959 DARTCO TRANSMISSION SALES	755.11			
	6856	C283676	100-5401-56999-				1,115.92
	7448	CMC283358	100-5401-56999-				-323.76
	7450	CMC283357	100-5401-56999-				-37.05
8001611	10/09/2025	PRINTED	002513 DELTACARE USA	7,067.07			
	6692	BE006745288	100-0000-20415-				7,067.07
8001612	10/09/2025	PRINTED	000974 DELTA DENTAL OF CALIFORNI	33,089.60			
	6642	BE006766731C	100-1401-52001-				26,298.90
	6643	BE006766731A	100-1401-55999-				6,790.70
8001613	10/09/2025	PRINTED	014203 DIVERSIFIED THERMAL SERVI	1,856.43			
	6872	S409090	100-5601-56101-				450.00
	6874	S409108	100-5601-56101-				1,106.43
	6876	S409154	100-5601-56101-				300.00
8001614	10/09/2025	PRINTED	017762 DAVID WILSON'S VILLA FORD	1,470.95			
	6254	086398	100-0000-15203-				64.15
	6263	086400	100-0000-15203-				185.17
	6268	027125	100-0000-15203-				256.10
	6738	027836	100-0000-15203-				58.56
	6739	027844	100-0000-15203-				711.40
	6859	028120	100-0000-15203-				195.57

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001615	10/09/2025	PRINTED	020783 EAGAN US HOLDCO LLC	1,601.04			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		6562	INV1216622	100-1601-56999-			1,601.04
8001616	10/09/2025	PRINTED	020534 EXPERT AUTO GLASS	653.36			
		6673	21638	100-5401-56999-			653.36
8001617	10/09/2025	PRINTED	001990 EYEMED	1,163.65			
		6691	167018603	100-0000-20416-			1,163.65
8001618	10/09/2025	PRINTED	001639 FACTORY MOTOR PARTS CO	73.29			
		6745	11-2056433	100-0000-15203-			19.11
		6748	12-6795233	100-0000-15203-			14.61
		6749	11-2056944	100-0000-15203-			39.57
8001619	10/09/2025	PRINTED	025107 MADELINE FARO	17.98			
		6600	62248-05	600-0000-11106-			17.98
8001620	10/09/2025	PRINTED	017319 FEHR & PEERS	939.67			
		7427	178210	263-5703-87101-			93.97
		7427	178210	550-5703-87101-			845.70
8001621	10/09/2025	PRINTED	017319 FEHR & PEERS	1,900.50			
		6731	189236	100-5703-55999-			1,900.50
8001622	10/09/2025	PRINTED	002278 FERGUSON ENTERPRISES LLC	1,957.81			
		6686	WP075729	600-5802-80101-			163.17
		6686	WP075729	600-5803-80101-			212.11
		6686	WP075729	600-5803-81501-			163.16
		6686	WP075729	600-5803-80101-			603.71
		6811	0297390	600-5802-80101-			59.97
		6811	0297390	600-5803-80101-			77.96
		6811	0297390	600-5803-81501-			59.97
		6811	0297390	600-5803-80101-			221.89
		6827	0297388	600-5802-80101-			56.55
		6827	0297388	600-5803-80101-			73.52
		6827	0297388	600-5803-81501-			56.55
		6827	0297388	600-5803-80101-			209.25
8001623	10/09/2025	PRINTED	002278 FERGUSON WATERWORKS #1089	28,384.93			
		6851	0061900	600-5802-80101-			2,911.13
		6851	0061900	600-5803-80101-			3,784.48
		6851	0061900	600-5803-81501-			2,911.14
		6851	0061900	600-5803-80101-			10,771.20
		6853	0061900-1	600-5802-80101-			993.86
		6853	0061900-1	600-5803-80101-			1,292.03
		6853	0061900-1	600-5803-81501-			993.87
		6853	0061900-1	600-5803-80101-			3,677.30
		6855	0062333	600-5802-80101-			149.98
		6855	0062333	600-5803-80101-			194.99

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
6855		0062333	600-5803-81501-				149.99
	DOC	INVOICE NO	ACCOUNT				AMOUNT
6855		0062333	600-5803-80101-				554.96
8001624	10/09/2025	PRINTED 015628	FIRE APPARATUS SOLUTIONS	240.92			
	6737	01P4321	100-5401-56999-				240.92
8001625	10/09/2025	PRINTED 001657	FLEETPRIDE INC	101.17			
	6727	129105669	100-0000-15203-				68.95
	6833	129214601	100-0000-15203-				32.22
8001626	10/09/2025	PRINTED 012434	FORENSIC NURSE SPECIALIST	1,200.00			
	6632	6396	100-4131-55101-				1,200.00
8001627	10/09/2025	PRINTED 025097	FRANCOS ROOFING	426.72			
	6708	BLDG25-1523	100-5001-47299-				148.00
	6708	BLDG25-1523	210-6102-47299-				2.00
	6708	BLDG25-1523	100-6201-42720-				206.00
	6708	BLDG25-1523	210-6001-47299-				5.20
	6708	BLDG25-1523	100-0000-20302-				1.00
	6708	BLDG25-1523	100-0000-20302-				.52
	6708	BLDG25-1523	100-6201-42726-				64.00
8001628	10/09/2025	PRINTED 025134	PILAR M FRANSSSEN	175.56			
	6700	02417395	100-0000-20108-				175.56
8001629	10/09/2025	PRINTED 002198	GALLS LLC	2,808.44			
	6762	032690322	100-4011-53102-				520.50
	6764	032704379	100-4011-53102-				231.28
	6772	032690284	454-4011-53102-				46.08
	6774	032690305	454-4011-53102-				49.55
	6775	032718082	454-4011-53102-				47.40
	6776	032718090	454-4011-53102-				47.40
	6777	032718091	454-4011-53102-				47.40
	6778	032718092	454-4011-53102-				47.40
	6779	032718098	454-4011-53102-				47.40
	6780	032718099	454-4011-53102-				46.53
	6781	032718114	454-4011-53102-				49.78
	6783	032730413	454-4011-53102-				44.39
	6784	032730481	454-4011-53102-				158.05
	6785	032730489	454-4011-53102-				86.14
	6787	032730507	454-4011-53102-				47.40
	6788	032730521	454-4011-53102-				90.49
	6791	032742285	454-4011-53102-				110.58
	6792	032747939	454-4011-53102-				84.95
	6794	032690230	454-4011-53102-				161.63
	6795	032690231	454-4011-53102-				161.63
	6796	032690232	454-4011-53102-				161.63
	6797	032704406	454-4011-53102-				161.63
	6798	032704412	454-4011-53102-				80.81

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
6800			032690161 454-4011-53102-				61.09
		DOC	INVOICE NO ACCOUNT				AMOUNT
7409			032747944 100-4011-53102-				217.30
8001630	10/09/2025	PRINTED	002198 GALLS LLC	189.48			
6765			032704468 100-4011-53102-				15.58
6767			032730504 100-4011-53102-				6.66
6769			032742297 100-4011-53102-				7.78
6786			032730502 454-4011-53102-				42.01
6789			032730527 454-4011-53102-				42.01
6790			032742278 454-4011-53102-				26.56
6802			032690282 454-4011-53102-				13.32
6803			032704434 454-4011-53102-				13.32
6804			032730494 454-4011-53102-				22.24
8001631	10/09/2025	PRINTED	001126 GENERAL PUMP COMPANY	16,687.00			
6728			32837 600-5802-56102-				16,687.00
8001632	10/09/2025	PRINTED	004835 HF & H CONSULTANTS LLC	2,067.25			
6688			9722314 100-5001-55999-				2,067.25
8001633	10/09/2025	PRINTED	019620 NATIONAL SIGNAL LLC	578.83			
6723			0054318-IN 100-0000-15203-				578.83
8001634	10/09/2025	PRINTED	004358 HILLTOP ALARMS INC	1,690.00			
6801			48094 100-5601-56101-				225.00
6806			48096 100-5601-56101-				225.00
6808			48496 100-5601-56101-				425.00
6810			48620 100-5601-56101-				590.00
6812			48621 100-5601-56101-				225.00
8001635	10/09/2025	PRINTED	012820 INLAND KENWORTH US INC	1,015.94			
6251			321389MNP 100-0000-15203-				210.19
6852			322973MNP 100-0000-15203-				32.79
6854			323326MNP 100-0000-15203-				1,001.93
7452			CM297187MNP 100-0000-15203-				-228.97
8001636	10/09/2025	PRINTED	025109 INTERSTATE ASPHALT CO INC	40.68			
6648			57231-02 600-0000-11106-				40.68
8001637	10/09/2025	PRINTED	017338 INTRATEK COMPUTER INC	20,693.66			
6621			20250410 100-1601-55999-				20,693.66
8001638	10/09/2025	PRINTED	001828 IRV SEAVER MOTORCYCLES	5,692.85			
6773			20252000 100-5401-56999-				1,954.15
6782			20252041 100-5401-56999-				507.42
6864			20252019 100-5401-56999-				3,231.28
8001639	10/09/2025	PRINTED	003842 ITERIS INC	18,154.50			
6757			183550 100-5001-55999-				10,145.50

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	6770		183862	100-5001-55999-			8,009.00
8001640	10/09/2025	PRINTED	025138 JACQUELINE JACOBS	100.00			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	6709	02502028	100-0000-20108-				100.00
8001641	10/09/2025	PRINTED	020475 JOE MAR POLYGRAPH	750.00			
	6498	25-044-OPD	100-4011-55000-				250.00
	6629	25-045-OPD	100-4011-55000-				250.00
	6752	25-046-OPD	100-4011-55000-				250.00
8001642	10/09/2025	PRINTED	020922 JOHN ROBINSON CONSULTING	5,940.00			
	354	OR202501-03	600-5802-55101-				5,940.00
8001643	10/09/2025	PRINTED	019214 JOVENVILLE LLC	740.00			
	7398	25-7643	100-1218-55104-				740.00
8001644	10/09/2025	PRINTED	001592 JTB SUPPLY CO	1,310.24			
	6881	115081	100-5702-53201-				818.90
	7379	115106	100-5702-53201-				491.34
8001645	10/09/2025	PRINTED	020912 BENNY KHO	385.65			
	6598	23214-0	600-0000-11106-				385.65
8001646	10/09/2025	PRINTED	000209 L N CURTIS & SONS	123.14			
	6725	INV993848	720-5401-80301-				95.91
	6817	INV995537	100-3011-53102-				27.23
8001647	10/09/2025	PRINTED	000222 LIFE-ASSIST INC	3,939.54			
	6645	1641641	100-3122-53101-				1,027.71
	6645	1641641	225-3122-53101-				2,283.79
	6645	1641641	225-3215-53101-				628.04
8001648	10/09/2025	PRINTED	001388 LINEAR SYSTEMS	20,000.00			
	6637	20250221	454-4011-80101-				6,200.00
	6637	20250221	790-4011-80101-				13,800.00
8001649	10/09/2025	PRINTED	025144 THE PATRICIA MCGRATH LOTT	112.94			
	6720	02507407	100-0000-20108-				112.94
8001650	10/09/2025	PRINTED	016254 MATRIX CONSULTING GROUP L	5,400.00			
	7384	7-FINAL	100-1844-56999-				5,400.00
8001651	10/09/2025	PRINTED	000248 MC FADDEN-DALE INDUSTRIAL	9.70			
	6631	587799/5	600-5802-53201-				9.70
8001652	10/09/2025	PRINTED	000250 MC MASTER-CARR SUPPLY CO	622.96			
	6750	52794057	100-0000-15203-				39.26
	6751	52941525	100-0000-15203-				414.13
	6763	52959564	100-0000-15203-				37.34

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
6818			52576353 400-3121-53199-				39.98
		DOC	INVOICE NO ACCOUNT				AMOUNT
6819			52581055 400-3121-53199-				89.89
6820			52580557 400-3121-53199-				102.89
6821			52780404 400-3121-53199-				108.78
7464			CM52855437 100-0000-15203-				-209.31
8001653	10/09/2025	PRINTED	025117 ESPERANZA MEDINA	92.22			
	6656		42898-01 600-0000-11106-				92.22
8001654	10/09/2025	PRINTED	001867 MISSION LINEN SUPPLY	226.92			
	6640		524709218 100-4011-55999-				226.92
8001655	10/09/2025	PRINTED	020688 SOUTHERN CALIFORNIA NEWS	1,023.43			
	6734		0000627788 100-1502-55103-				1,023.43
8001656	10/09/2025	PRINTED	025143 CRISTINA MOLINERO	250.00			
	6712		02417733 100-0000-20108-				250.00
8001657	10/09/2025	PRINTED	020955 MOTION INDUSTRIES INC	1,826.79			
	6732		CA11-00802779 100-0000-15203-				1,826.79
8001658	10/09/2025	PRINTED	000261 MUNICIPAL WATER DISTRICT	34,500.00			
	6696		17888 600-5802-53105-				34,500.00
8001659	10/09/2025	PRINTED	018326 NATIONAL EMERGENCY NUMBER	750.00			
	6630		300088960 100-4212-57104-				750.00
8001660	10/09/2025	PRINTED	000052 OFFICE DEPOT INC	897.81			
	7372		22982925 100-1301-53101-				94.02
	7372		22982925 100-1801-53101-				166.55
	7372		22982925 100-2101-53101-				100.95
	7372		22982925 100-3011-53101-				274.59
	7372		22982925 100-4141-53101-				87.26
	7372		22982925 601-5301-53101-				62.66
	7372		22982925 600-5802-53101-				111.78
8001661	10/09/2025	PRINTED	019593 ORANGE CAR WASH INC	224.00			
	6857		092025 100-5401-56999-				224.00
8001662	10/09/2025	PRINTED	000280 ORANGE CHAMBER OF COMMERC	44.00			
	7390		28564 100-1201-57101-				44.00
8001663	10/09/2025	PRINTED	000096 ORANGE CNTY TREASURER-TAX	17,706.33			
	6758		SH72311 100-4134-55000-				17,706.33
8001664	10/09/2025	PRINTED	006609 ORANGE CO SANITATION DIST	19,941.78			
	7380		OCSF FEES - SEPT. 100-0000-20302-				19,941.78
8001665	10/09/2025	PRINTED	012836 ORANGE COUNTY WINWATER WO	2,363.17			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	7422		181100 01 600-5803-54101-				2,363.17
8001666	10/09/2025	PRINTED	002367 GUS ORTIZ	180.00			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	6760	34785	100-4011-55999-				180.00
8001667	10/09/2025	PRINTED	019248 OUT-FIT	19,202.66			
	6635	56859	100-4011-80101-				19,202.66
8001668	10/09/2025	PRINTED	001069 PARKHOUSE TIRE INC	329.88			
	6674	1020298737	100-0000-15203-				329.88
8001669	10/09/2025	PRINTED	019060 PARTS AUTHORITY LLC	3,467.80			
	6694	September Stmt 2025	100-0000-15203-				3,467.80
8001670	10/09/2025	PRINTED	000314 PETE'S ROAD SERVICE INC	3,826.64			
	6799	25-0871486-00	100-0000-15203-				1,915.07
	6858	25-0871637-00	100-0000-15203-				1,911.57
8001671	10/09/2025	PRINTED	018185 PREMIER FIRST RESPONDER P	600.00			
	6754	1843	100-4011-55101-				600.00
8001672	10/09/2025	PRINTED	020903 QUADIANT FINANCE USA INC	10,641.95			
	6729	PPLN01 001	100-0000-53104-				10,641.95
8001673	10/09/2025	PRINTED	025142 THE RAWLINGS COMPANY LLC	2,402.59			
	6710	02417733	100-0000-20108-				2,402.59
8001674	10/09/2025	PRINTED	016972 RC EMPIRE ALIGNMENT & AUT	1,612.83			
	6831	4539	731-1306-50299-				1,612.83
8001675	10/09/2025	PRINTED	001580 REACH EMPLOYEE ASSISTANCE	1,330.00			
	7421	0102595	100-1401-55999-				1,330.00
8001676	10/09/2025	PRINTED	020543 RENEWELL FLEET SERVICE LL	1,300.79			
	6657	7738	100-5401-56999-				476.57
	6658	7801	100-0000-15203-				824.22
8001677	10/09/2025	PRINTED	020691 REXEL USA INC	26,560.38			
	7416	S141635653.002	263-5704-87101-				19,071.75
	7417	S141635679.002	263-5704-87101-				7,488.63
8001678	10/09/2025	PRINTED	005374 ROSEN & ROSEN INDUSTRIES	936.62			
	6605	699361	100-0000-15201-				936.62
8001679	10/09/2025	PRINTED	012784 S C SIGNS & SUPPLIES LLC	1,539.76			
	6550	263216	100-5201-53201-				312.48
	6599	263033	100-5201-53201-				312.48
	6601	263226	100-5201-53201-				672.36
	6602	263227	100-5201-53201-				242.44

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001680	10/09/2025	PRINTED	018613 SAGECREST PLANNING&ENVIRO	10,550.00			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		6402	5392	100-6103-55101-			10,550.00
8001681	10/09/2025	PRINTED	000368 SCHORR METALS INC	233.81			
		6633	2029843	600-5803-56101-			233.81
8001682	10/09/2025	PRINTED	000937 SEAGRAVE FIRE APPARATUS	2,708.64			
		6651	000152999	100-0000-15203-			2,708.64
8001683	10/09/2025	PRINTED	001235 SERRANO WATER DISTRICT	181,979.34			
		6627	182	600-5802-53105-			181,979.34
8001684	10/09/2025	PRINTED	025071 SIERRA ANALYTICAL LABS IN	57.50			
		6746	5107005-	600-5802-55999-			57.50
8001685	10/09/2025	PRINTED	020300 SIGNAL HILL AUTO ENTERPRI	3,553.49			
		6871	099348	100-0000-15201-			3,488.84
		6875	099348-01	100-0000-15201-			64.65
8001686	10/09/2025	PRINTED	025140 PARIS SMITH	921.71			
		6715	02212715	100-0000-20108-			921.71
8001687	10/09/2025	PRINTED	025034 SOURCE TRUCKING ACADEMY L	3,800.00			
		6679	2916	100-5201-57101-			3,800.00
8001688	10/09/2025	PRINTED	000718 SOUTH COAST AQMD	736.57			
		6825	4603016	600-5802-56101-			565.63
		6826	4607229	600-5802-56101-			170.94
8001689	10/09/2025	PRINTED	000386 SOUTHERN COUNTIES OIL CO	61,943.23			
		6664	IN-0000776275	100-0000-15204-			31,784.84
		6667	IN-0000779650	100-0000-15204-			30,158.39
8001690	10/09/2025	PRINTED	000386 SC FUELS	1,203.83			
		6793	1108661	100-0000-15204-			1,203.83
8001691	10/09/2025	PRINTED	020235 SOUTHERN TIRE MART LLC	1,183.30			
		6839	7090056249	100-0000-15203-			1,183.30
8001692	10/09/2025	PRINTED	005937 STATE OF CALIFORNIA	711.00			
		6680	72317 Renewal App	600-5802-55999-			711.00
8001693	10/09/2025	PRINTED	005937 DIV OF THE STATE ARCHITEC	1,474.90			
		6687	DSA 786 09-25	100-1842-48999-			1,474.90
8001694	10/09/2025	PRINTED	025145 LARRY STOTERAU	11.00			
		6724	02504909	100-0000-20108-			11.00

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001695	10/09/2025	PRINTED	000520 STRYKER MEDICAL	6,211.62			
							AMOUNT
		DOC	INVOICE NO	ACCOUNT			
		6638	9210433145	225-3215-56101-			460.00
		6644	9210433103	225-3215-56101-			620.00
		6846	9210475324	225-3215-56101-			160.00
		6863	9210475321	225-3215-56101-			685.00
		6866	9210476081	225-3215-56101-			160.00
		6867	9210476082	225-3215-56101-			271.25
		6878	9210475319	225-3215-56101-			160.00
		6879	9210475325	225-3215-56101-			160.00
		6880	9210475323	225-3215-56101-			160.00
		7369	9210475328	225-3215-56101-			432.37
		7371	9210475330	225-3215-56101-			432.37
		7374	9210475329	225-3215-56101-			432.37
		7376	9210475337	225-3215-56101-			160.00
		7377	9210475334	225-3215-56101-			658.26
		7378	9210475336	225-3215-56101-			160.00
		7381	9210475320	225-3215-56101-			160.00
		7382	9210475333	225-3215-56101-			160.00
		7383	9210476083	225-3215-56101-			460.00
		7385	9210476084	225-3215-56101-			160.00
		7387	9210475332	225-3215-56101-			160.00
8001696	10/09/2025	PRINTED	000402 SUSAN SAXE-CLIFFORD PHD	450.00			
		6641	25-0320-5	100-1401-55101-			450.00
8001697	10/09/2025	PRINTED	001619 TERMINIX PROCESSING CENTE	852.00			
		7388	464420834	100-3121-56101-			111.00
		7389	464420835	100-3121-56101-			105.00
		7391	464420836	100-3121-56101-			93.00
		7392	464420837	100-3121-56101-			95.00
		7393	464420838	100-3121-56101-			92.00
		7394	464420839	100-3121-56101-			133.00
		7396	464420840	100-3121-56101-			109.00
		7397	464420841	100-3121-56101-			114.00
8001698	10/09/2025	PRINTED	015776 THE COUNSELING TEAM INTER	1,181.25			
		6618	INV106516	100-3121-55101-			1,181.25
8001699	10/09/2025	PRINTED	025046 THE HITT COMPANIES INC	159.07			
		6849	OE-144295	100-1801-53101-			115.12
		6862	OE-144599	100-1801-53101-			43.95
8001700	10/09/2025	PRINTED	018234 THE HUB OC	21,286.08			
		6747	87	412-6431-55999-			21,286.08
8001701	10/09/2025	PRINTED	020346 THE WORLD FAMOUS PASCUAL	357.43			
		6502	000066	100-4011-53102-			357.43
8001702	10/09/2025	PRINTED	025106 CESAR TOYOFUKU	539.47			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	6596		44238-07 600-0000-11106-				539.47
8001703	10/09/2025	PRINTED	010139 TRACKER PRODUCTS	17,943.20			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	6636	TPINV-004995	100-4011-53202-				17,943.20
8001704	10/09/2025	PRINTED	020135 TRULY NOLAN OF AMERICA IN	150.00			
	6697	712140943	100-5601-56999-				150.00
8001705	10/09/2025	PRINTED	002977 TYLER TECHNOLOGIES INC	4,933.33			
	6719	045-538353	600-1843-80201-				395.36
	6719	045-538353	790-1601-80299-				1,204.64
	6823	045-536679	600-1843-80201-				42.12
	6823	045-536679	790-1601-80299-				3,291.21
8001706	10/09/2025	PRINTED	013781 ULTIMATE MAINTENANCE SERV	400.00			
	6699	35760	100-5601-56104-				400.00
8001707	10/09/2025	PRINTED	000944 UNITED PARCEL SERVICE	350.87			
	7386	00005733W1405 2026	100-4011-53104-				213.73
	7386	00005733W1405 2026	100-1401-53104-				17.50
	7386	00005733W1405 2026	100-5401-53299-				29.36
	7386	00005733W1405 2026	100-5001-53104-				90.28
8001708	10/09/2025	PRINTED	019230 UNITED RENTALS INC	1,856.01			
	6534	252909108-001	263-5201-53201-				49.81
	6538	253412825-001	263-5201-53201-				326.15
	6541	253472298-001	263-5201-53201-				554.86
	6543	253052849-001	263-5201-53201-				589.34
	6594	253602521-001	263-5201-53201-				335.85
8001709	10/09/2025	PRINTED	020018 HD SUPPLY INC	232.99			
	6685	INV00844600	600-5802-53201-				232.99
8001710	10/09/2025	PRINTED	002144 MARIO VALDEZ	251.00			
	6604	25 MEMBERSHIP DUES	601-5301-57104-				251.00
8001711	10/09/2025	PRINTED	025113 GRANT VANDERBOOM	94.35			
	6653	53009-03	600-0000-11106-				94.35
8001712	10/09/2025	PRINTED	025121 ROBERTO VELAZQUEZ VAZQUEZ	130.99			
	6671	58873-20	600-0000-11106-				130.99
8001713	10/09/2025	PRINTED	016163 VERITIV OPERATING COMP	2,113.41			
	6606	069-50136840	100-3121-53101-				676.11
	6606	069-50136840	100-3121-53201-				761.19
	6606	069-50136840	600-5803-53199-				676.11
8001714	10/09/2025	PRINTED	001845 VERIZON WIRELESS	116.55			
	6868	6124642265	731-1306-56201-				116.55

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001715	10/09/2025	PRINTED	001845 VERIZON WIRELESS	225.00			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		6628	9022414466	100-4131-55999-			225.00
8001716	10/09/2025	PRINTED	002304 VISION SERVICE PLAN - (CA	6,223.76			
		6693	VSP 202510	100-0000-20416-			6,223.76
8001717	10/09/2025	PRINTED	000431 W W GRAINGER INC	306.30			
		6771	9657797131	100-0000-15203-			202.88
		6860	9663515675	100-0000-15203-			59.38
		7406	9667224423	600-5802-56102-			44.04
8001718	10/09/2025	PRINTED	002319 WATERLINE TECHNOLOGIES	9,062.75			
		6652	5764948	600-5802-53201-			4,387.08
		6654	5765003	600-5802-53201-			605.99
		6663	5765004	600-5802-53201-			574.09
		6665	5765005	600-5802-53201-			1,084.40
		6666	5765006	600-5802-53201-			542.20
		6668	5765007	600-5802-53201-			510.30
		6670	5765008	600-5802-53201-			446.52
		6672	5765009	600-5802-53201-			912.17
8001719	10/09/2025	PRINTED	000204 WAXIE SANITARY SUPPLY	10,784.73			
		5697	83444727	100-0000-15201-			10,311.04
		6626	83442549	100-0000-15201-			473.69
8001720	10/09/2025	PRINTED	002218 WE-DO EQUIPMENT & SUPPLY	704.90			
		6603	W311376	100-0000-15201-			704.90
8001721	10/09/2025	PRINTED	018943 WELLABLE LLC	520.00			
		6639	40051	100-1401-59997-			520.00
8001722	10/09/2025	PRINTED	000608 WESTRUX INTERNATIONAL	1,086.38			
		6736	01P218913	100-0000-15203-			504.00
		6845	01P220245	100-0000-15203-			92.30
		6847	01P220095	100-0000-15203-			262.99
		6850	01P220274	100-0000-15203-			227.09
8001723	10/09/2025	PRINTED	018330 WILCOX SUPPLY INC	162.20			
		6564	323698-1	100-0000-15203-			162.20
8001724	10/09/2025	PRINTED	000448 WILLDAN ENGINEERING	2,454.31			
		6707	002-35871	100-6201-55999-			2,454.31
8001725	10/09/2025	PRINTED	002111 WILLDAN FINANCIAL SERVICE	4,761.85			
		6869	010-63562	291-5902-55999-			442.05
		6869	010-63562	600-1843-56999-			82.70
		6877	010-63561	877-1844-55999-			4,237.10

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001726	10/09/2025	PRINTED	016092 WINZER CORPORATION	537.01			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	6669	3532418	100-0000-15203-				537.01
8001727	10/09/2025	PRINTED	002801 YO FIRE SUPPLIES	1,752.66			
	6809	1035701	600-5803-81999-				1,752.66
8001728	10/09/2025	PRINTED	025135 DANNY ZWERLING	763.76			
	6698	02412812	100-0000-20108-				763.76
		161 CHECKS	CASH ACCOUNT TOTAL	2,044,836.43			.00

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
161 CHECKS	FINAL TOTAL	2,044,836.43	.00

** END OF REPORT - Generated by Holli Kittleson **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
72225	08/17/2025	WIRE	099999 P-CARD -TRANSACTIONS	91,014.66			
			1 CHECKS CASH ACCOUNT TOTAL	91,014.66	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	91,014.66	.00

** END OF REPORT - Generated by Holli Kittleson **

Finance Department - Accounts Payable
WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 10/16/25 3 of 6 reports for 11/12/25 Council Meeting	
Notes:		
Requester Signature:	 <small>eSigned via GovOS.com</small> <small>Key: c75eb71bc2d138050ea61da5a02e3123</small>	Date: 10-16-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

 <small>eSigned via GovOS.com</small> <small>Key: 255ce3af4128a3a50bd1b4b009bc5bbc</small> 10-16-2025 Lillian Wen, Finance Date	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37</small> 11-03-2025 Jarad L. Hildenbrand, City Manager Date	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: 5217c7947ed47a25c77b48742be39aca</small> 11-03-2025 Pam Coleman, City Clerk Date	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
5556	10/15/2025	WIRE	001480 U S BANK	285,703.33			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	6678	CY 2025 INVOICE # 4	100-0000-12101-				285,703.33
5561	10/14/2025	WIRE	000261 MUNICIPAL WATER DISTRICT	966,118.36			
	5794	11896	600-5802-53105-				966,118.36
8001729	10/16/2025	PRINTED	001875 911 VEHICLE	7,298.55			
	7518	11978	100-5401-56999-				4,299.71
	7519	11979	100-5401-56999-				2,998.84
8001730	10/16/2025	PRINTED	011584 ACE 50NS LLC	3,400.00			
	7586	0000269	100-7101-55000-				1,580.00
	7588	0000282	100-7101-55000-				1,183.00
	7589	0000288	100-7101-55000-				637.00
8001731	10/16/2025	PRINTED	019738 ADVANCED SECURITY SYSTEMS	624.39			
	7691	036374	100-5601-56101-				395.00
	7692	036375	100-5601-56101-				109.54
	7763	036318	100-5601-56101-				119.85
8001732	10/16/2025	PRINTED	002797 ALCO TARGET COMPANY	845.84			
	7600	73158	100-4011-53199-				845.84
8001733	10/16/2025	PRINTED	020698 ALL CITY MANAGEMENT SERVI	22,977.20			
	7512	103707	100-4141-55999-				22,977.20
8001734	10/16/2025	PRINTED	001017 ALTEC INDUSTRIES INC	98.69			
	7718	13250912	100-0000-15203-				98.69
8001735	10/16/2025	PRINTED	000027 AMERICAN WATER WORKS ASSN	8,410.00			
	7529	50262287	600-5802-57104-				8,410.00
8001736	10/16/2025	PRINTED	001147 ARCHIE'S TOWING	107.50			
	7715	266060	100-5401-56999-				107.50
8001737	10/16/2025	PRINTED	008772 ASSOCIATION OF CALIFORNIA	21,654.35			
	7732	4052	100-1201-55999-				10,827.18
	7735	4068	100-1201-55999-				10,827.17
8001738	10/16/2025	PRINTED	013658 ABBA TERMITE AND PEST CON	110.00			
	7675	030233	600-5802-55999-				110.00
8001739	10/16/2025	PRINTED	018258 BENDER READY MIX INC	1,810.74			
	7488	197221	263-5201-53201-				1,810.74
8001740	10/16/2025	PRINTED	020535 ASAP	468.00			
	7760	1789	100-5601-56101-				468.00
8001741	10/16/2025	PRINTED	002011 BURTONS FIRE INC	1,963.18			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	7705		S69513	100-0000-15203-			1,614.09
	DOC		INVOICE NO	ACCOUNT			AMOUNT
	7774		S69403	731-1306-50299-			349.09
8001742	10/16/2025	PRINTED	001624 C WELLS	PIPELINE MATERIAL	163.13		
	7530		SINV25-4789	600-5803-81999-			163.13
8001743	10/16/2025	PRINTED	017952 CAL-STATE	AUTO PARTS INC	594.65		
	7587		486581	100-0000-15203-			129.20
	7751		488650	100-0000-15203-			77.63
	7752		489614	100-0000-15203-			387.82
8001744	10/16/2025	PRINTED	020988 CALIFORNIA	POTTERY & TILE	6,573.29		
	7671		6860.B	100-7203-53201-			6,573.29
8001745	10/16/2025	PRINTED	019138 CALIFORNIA	WATERS DEVELOP	3,292.00		
	7431		24162	100-7203-56999-			741.00
	7433		24341	100-7203-56999-			328.00
	7434		24414	100-7203-56999-			741.00
	7435		24781	100-7203-56999-			741.00
	7436		24892	100-7203-56999-			741.00
8001746	10/16/2025	PRINTED	020994 CALMEX	ENGINEERING INC	2,259.42		
	7454		7454	100-0000-20105-			2,259.42
8001747	10/16/2025	PRINTED	006583 CAM	SERVICES	1,139.00		
	7491		121636	100-5301-56999-			1,139.00
8001748	10/16/2025	PRINTED	018913 CAPTAIN	GRAPHICS	123.91		
	7605		U5681	454-4011-53102-			123.91
8001749	10/16/2025	PRINTED	006308 CDCE	INC	250.00		
	1981		143930	355-4011-80101-			250.00
8001750	10/16/2025	PRINTED	001011 WEX	BANK	310.55		
	7794		107948314	100-2101-58105-			310.55
8001751	10/16/2025	PRINTED	017477 ASHLEY	CHRISTY	273.36		
	7719		09/02-05/2025RB	360-4011-57101-			256.00
	7730		09/17/2025RB	100-4011-57101-			17.36
8001752	10/16/2025	PRINTED	003595 CINTAS	CORPORATION NO 2	202.72		
	6717		4235754087	100-7203-56107-			202.72
8001753	10/16/2025	PRINTED	019162 CINTAS		135.63		
	7711		4245968290	100-5401-56107-			135.63
8001754	10/16/2025	PRINTED	000029 CITY OF	ANAHEIM	97,675.00		
	7413		FN010111	100-3121-55000-			97,675.00

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001755	10/16/2025	PRINTED	001367 CITY OF ANAHEIM / MCFA	271,255.25			
		DOC	INVOICE NO	ACCOUNT		AMOUNT	
		7520	MTRC0441	100-3121-50102-		271,255.25	
8001756	10/16/2025	PRINTED	018507 CJ CONCRETE CONSTRUCTION	2,214.02			
	7458	7458	100-0000-20105-			2,214.02	
8001757	10/16/2025	PRINTED	018507 CJ CONCRETE CONSTRUCTION	79.75			
	7462	7462	100-0000-20105-			79.75	
8001758	10/16/2025	PRINTED	018507 CJ CONCRETE CONSTRUCTION	346,921.00			
	7549	7128	263-5201-56103-			23,710.80	
	7549	7128	263-5201-56999-			16,931.65	
	7549	7128	263-5101-87102-			263,348.39	
	7549	7128	287-5101-87102-			61,189.16	
8001759	10/16/2025	PRINTED	004588 CODE CONSULTING GROUP LLC	6,021.00			
	7524	07-25-0181	100-3112-55000-			2,697.00	
	7525	08-25-0182	100-3112-55000-			1,581.00	
	7526	09-25-0183	100-3112-55000-			1,743.00	
8001760	10/16/2025	PRINTED	020178 COLANTUONO HIGHSMITH AND	4,698.00			
	7724	66828	100-1301-55102-			4,698.00	
8001761	10/16/2025	PRINTED	015962 CORE & MAIN LP	11,085.86			
	7560	X894265	600-5803-56102-			1,093.12	
	7560	X894265	600-5803-81999-			4,372.50	
	7561	X894284	600-5803-56102-			1,124.05	
	7561	X894284	600-5803-81999-			4,496.19	
8001762	10/16/2025	PRINTED	005556 CPAC INC	10,921.08			
	7780	SI-1301440 RI	100-3121-53101-			10,921.08	
8001763	10/16/2025	PRINTED	002870 CROSSTOWN ELECTRICAL & DA	2,560.00			
	7521	3842-026	263-5704-87101-			2,560.00	
8001764	10/16/2025	PRINTED	000101 CULLIGAN	66.60			
	7674	2015546	600-5802-53199-			7.50	
	7786	2012630	100-1201-53101-			59.10	
8001765	10/16/2025	PRINTED	025092 DANA BURNS	3,178.27			
	7670	061125 - BURNS	731-1306-50203-			3,178.27	
8001766	10/16/2025	PRINTED	000959 DARTCO TRANSMISSION SALES	433.24			
	7756	C283849	100-5401-56999-			433.24	
8001767	10/16/2025	PRINTED	015030 JASON DIAZ	365.00			
	7506	25 MEMBERSHIP DUES	601-5301-57104-			365.00	
8001768	10/16/2025	PRINTED	014203 DIVERSIFIED THERMAL SERVI	3,121.98			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	7683		S408589 100-5601-56101-				3,121.98
8001769	10/16/2025	PRINTED	020167 DIXON RESOURCES UNLIMITED	3,037.50			
	DOC		INVOICE NO				AMOUNT
	7485		4761				2,025.00
	7489		4722				1,012.50
8001770	10/16/2025	PRINTED	001120 DOOLEY ENTERPRISES INC	10,031.53			
	7510		70743 100-4011-53199-				10,031.53
8001771	10/16/2025	PRINTED	017762 DAVID WILSON'S VILLA FORD	653.83			
	7585		087049 100-0000-15203-				42.91
	7757		087234 100-0000-15203-				610.92
8001772	10/16/2025	PRINTED	002741 EMERGENCY RESPONSE CRIME	1,125.00			
	7509		OP2025-496 100-4011-55000-				375.00
	7599		OP2025-505 100-4011-55000-				750.00
8001773	10/16/2025	PRINTED	020534 EXPERT AUTO GLASS	495.00			
	7710		21665 100-5401-56999-				495.00
8001774	10/16/2025	PRINTED	001639 FACTORY MOTOR PARTS CO	521.43			
	7580		12-6805011 100-0000-15203-				403.42
	7717		12-6810709 100-0000-15203-				78.44
	7755		11-2058007 100-0000-15203-				39.57
8001775	10/16/2025	PRINTED	025130 STEPHANIE FELIX	1,967.98			
	7672		072425 - FELIX 731-1306-50203-				1,967.98
8001776	10/16/2025	PRINTED	015628 FIRE APPARATUS SOLUTIONS	715.86			
	7602		01P4348 100-5401-56999-				715.86
8001777	10/16/2025	PRINTED	013985 FIRE SMART PROMOTIONS	1,142.15			
	7430		119789 100-3112-53101-				431.00
	7737		120129 100-3112-53101-				711.15
8001778	10/16/2025	PRINTED	000002 FLEET SERVICES INC	1,261.81			
	7619		01P167909 100-0000-15203-				215.29
	7622		01P167939 100-0000-15203-				198.86
	7707		01P167977 100-0000-15203-				76.93
	7708		01P167948 100-0000-15203-				44.89
	7747		01P167957 100-0000-15203-				309.98
	7749		01P168015 100-0000-15203-				342.17
	7750		01P168410 100-0000-15203-				73.69
8001779	10/16/2025	PRINTED	019984 BNY MELLON - CLIENT FINAN	4,806.00			
	7702		EFTC FEES SEPT. 100-0000-20302-				4,806.00
8001780	10/16/2025	PRINTED	002198 GALLS LLC	3,106.49			
	7606		032760674 100-4011-53102-				268.77

AP CHECK RECONCILIATION REGISTER

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FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
7607			032760685	100-4011-53102-			593.27
	DOC		INVOICE NO	ACCOUNT			AMOUNT
	7611		032760714	100-4011-53102-			253.20
	7614		032784708	100-4011-53102-			131.66
	7615		032784789	100-4011-53102-			201.86
	7616		032796558	100-4011-53102-			490.98
	7626		032760708	454-4011-53102-			242.07
	7627		032760763	454-4011-53102-			147.70
	7628		032760776	454-4011-53102-			147.70
	7649		032796577	454-4011-53102-			97.30
	7653		032796582	454-4011-53102-			110.58
	7654		032796583	454-4011-53102-			116.22
	7656		032796597	454-4011-53102-			97.30
	7657		032796598	454-4011-53102-			110.58
	7663		032796604	454-4011-53102-			97.30
8001781	10/16/2025	PRINTED	002198 GALLS LLC		1,198.51		
	7608		032760706	100-4011-53102-			92.98
	7613		032784702	100-4011-53102-			74.62
	7617		032796589	100-4011-53102-			74.62
	7618		032796649	100-4011-53102-			86.32
	7623		032807679	454-4011-53102-			73.85
	7624		032760764	454-4011-53102-			73.85
	7625		032760653	454-4011-53102-			85.68
	7629		032784736	454-4011-53102-			84.02
	7630		032784776	454-4011-53102-			94.80
	7634		032796564	454-4011-53102-			97.30
	7639		032796568	454-4011-53102-			97.30
	7644		032796572	454-4011-53102-			97.30
	7651		032796579	454-4011-53102-			55.29
	7652		032796580	454-4011-53102-			55.29
	7658		032796599	454-4011-53102-			55.29
8001782	10/16/2025	PRINTED	002198 GALLS LLC		743.93		
	7632		032796562	454-4011-53102-			48.65
	7633		032796563	454-4011-53102-			48.65
	7635		032796565	454-4011-53102-			48.65
	7637		032796566	454-4011-53102-			48.65
	7638		032796567	454-4011-53102-			48.65
	7645		032796573	454-4011-53102-			48.65
	7646		032796574	454-4011-53102-			48.65
	7655		032796595	454-4011-53102-			48.65
	7659		032796600	454-4011-53102-			48.65
	7660		032796601	454-4011-53102-			48.65
	7661		032796602	454-4011-53102-			48.65
	7662		032796603	454-4011-53102-			48.65
	7665		032807625	454-4011-53102-			49.55
	7666		032796578	454-4011-53102-			55.29
	7668		032796596	454-4011-53102-			55.29

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001783	10/16/2025	PRINTED	002198 GALLS LLC	392.00			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		7610	032760707	100-4011-53102-			39.64
		7612	032760748	100-4011-53102-			10.76
		7621	032763467	100-4011-53102-			-11.12
		7631	032796539	454-4011-53102-			20.61
		7641	032796569	454-4011-53102-			48.65
		7642	032796570	454-4011-53102-			48.65
		7643	032796571	454-4011-53102-			48.65
		7647	032796575	454-4011-53102-			48.65
		7648	032796576	454-4011-53102-			48.65
		7664	032807562	454-4011-53102-			46.85
		7667	032796581	454-4011-53102-			42.01
8001784	10/16/2025	PRINTED	015590 G/M BUSINESS INTERIORS	3,720.39			
		7703	0306159-IN	100-3121-54101-			3,720.39
8001785	10/16/2025	PRINTED	018827 GRACE CHURCH OF ORANGE	747.00			
		7460	7460	100-0000-20111-			747.00
8001786	10/16/2025	PRINTED	016318 GRAFIX SYSTEMS	170.43			
		7704	34360	100-3011-55104-			170.43
8001787	10/16/2025	PRINTED	020984 GRANT THORNTON ADVISORS L	26,654.14			
		7736	954604094	100-0000-55999-			26,654.14
8001788	10/16/2025	PRINTED	002370 INDUSTRIAL HEARING & PULM	2,100.00			
		7479	78794	731-1306-55999-			2,100.00
8001789	10/16/2025	PRINTED	012820 INLAND KENWORTH US INC	63.42			
		7712	323662MNP	100-0000-15203-			63.42
8001790	10/16/2025	PRINTED	001828 IRV SEAVER MOTORCYCLES	2,480.50			
		7709	20252056	100-5401-56999-			2,480.50
8001791	10/16/2025	PRINTED	025153 JDK DEMO	1,959.44			
		7456	7456	100-0000-20105-			1,959.44
8001792	10/16/2025	PRINTED	025155 KDC CONSTRUCTION	1,082.75			
		7461	7461	100-0000-20111-			1,082.75
8001793	10/16/2025	PRINTED	016844 KILTER TERMITE AND PEST C	1,250.00			
		7693	644819	100-5601-56101-			250.00
		7694	645105	100-5601-56101-			250.00
		7696	645128	100-5601-56101-			250.00
		7700	645140	100-5601-56101-			250.00
		7761	645104	100-5601-56101-			250.00
8001794	10/16/2025	PRINTED	000209 L N CURTIS & SONS	1,213.96			
		7733	INV996936	100-3011-53102-			307.77

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
7734		INV998077	100-3011-53102-				327.13
		DOC	INVOICE NO	ACCOUNT			AMOUNT
7746		INV999315	100-3011-53102-				311.82
7748		INV999427	100-3123-53199-				267.24
8001795	10/16/2025	PRINTED 025146	CENDY LEE	60.00			
	7515	10-9 PARA REFUND	100-3122-47301-				60.00
8001796	10/16/2025	PRINTED 002326	LEXIPOL LLC	12,357.00			
	7716	INVLEX11259438	100-3011-55999-				12,357.00
8001797	10/16/2025	PRINTED 000222	LIFE-ASSIST INC	7,902.74			
	7685	1645334	100-3122-53101-				2,061.58
	7685	1645334	225-3122-53101-				4,581.30
	7685	1645334	225-3215-53101-				1,259.86
8001798	10/16/2025	PRINTED 000223	LIFECOM INC	753.44			
	CNV-21955	2106402-IN	600-5802-56101-				673.44
	CNV-21956	2106438-IN	600-5802-56101-				80.00
8001799	10/16/2025	PRINTED 021021	LINEGEAR INC	1,768.18			
	7676	61883	100-3121-54101-				129.30
	7677	61879	100-3011-53102-				339.41
	7678	61857	100-3011-53102-				74.35
	7679	61878	100-3011-53102-				328.64
	7680	61880	100-3011-53102-				202.57
	7681	61881	100-3011-53102-				150.85
	7682	61793	100-3011-53102-				543.06
8001800	10/16/2025	PRINTED 015662	COSTAR	1,072.42			
	7739	122829876	100-1218-55000-				536.21
	7784	122515793	100-1218-55000-				536.21
8001801	10/16/2025	PRINTED 000519	MAIN STREET MATERIALS	9,935.36			
	7673	16260	600-5803-81999-				9,935.36
8001802	10/16/2025	PRINTED 000250	MC MASTER-CARR SUPPLY CO	654.21			
	7722	53180728	400-3121-53199-				654.21
8001803	10/16/2025	PRINTED 001867	MISSION LINEN SUPPLY	226.92			
	7511	524752221	100-4011-55999-				226.92
8001804	10/16/2025	PRINTED 000793	mitsubishi electric us in	651.45			
	7686	542733	100-5601-56999-				651.45
8001805	10/16/2025	PRINTED 025151	MMC INC	1,376.62			
	7453	7453	100-0000-20105-				1,376.62
8001806	10/16/2025	PRINTED 020688	SOUTHERN CALIFORNIA NEWS	1,290.98			
	6321	0000625768	100-1502-55103-				1,290.98

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001807	10/16/2025	PRINTED	002619 MUNICIPAL MAINTENANCE EQU	2,338.00			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		7765	041763	100-0000-15203-			2,338.00
8001808	10/16/2025	PRINTED	000261 MUNICIPAL WATER DISTRICT	46,663.00			
		7590	17901	600-5802-55101-			46,663.00
8001809	10/16/2025	PRINTED	008006 MYERS & SONS HI-WAY SAFET	2,854.93			
		7776	177811	600-5803-54101-			2,854.93
8001810	10/16/2025	PRINTED	000909 NATIONAL CONSTRUCTION REN	2,850.76			
		7788	7875908	100-7203-56301-			321.55
		7793	7905842	100-7203-56301-			321.55
		7795	7967585	100-7203-56301-			1,564.56
		7796	7965511	100-7203-56301-			321.55
		7798	7935730	100-7203-56301-			321.55
8001811	10/16/2025	PRINTED	000085 CERTIFIED LABORATORIES	409.40			
		7597	9331252	100-0000-15203-			409.40
8001812	10/16/2025	PRINTED	013661 NEXTECH SYSTEMS INC	21,617.53			
		7419	INV3408	500-5704-87101-			21,617.53
8001813	10/16/2025	PRINTED	001987 NIEVES LANDSCAPE LLC	67,138.82			
		7447	82797	100-5501-56103-			14,661.14
		7467	82799	263-5201-56103-			7,040.87
		7475	82794	291-5501-56103-			30,163.01
		7486	82796	293-5501-56103-			1,548.39
		7490	82795	294-5501-56103-			4,364.63
		7496	82798	540-5501-56103-			1,939.76
		7501	82800	600-5501-56103-			5,456.51
		7507	82861	540-5501-56103-			388.57
		7514	82863	100-5501-56103-			175.65
		7516	82864	100-5501-56103-			88.81
		7517	82884	263-5201-56103-			509.20
		7775	82341	291-5501-56103-			264.00
		7777	82343	291-5501-56103-			264.00
		7779	82344	291-5501-56103-			162.00
		7782	82683	600-5501-56103-			112.28
8001814	10/16/2025	PRINTED	001987 NIEVES LANDSCAPE LLC	100.58			
		7513	82862	540-5501-56103-			46.58
		7781	82346	291-5501-56103-			54.00
8001815	10/16/2025	PRINTED	019237 EDINGER URGENT CARE MEDIC	318.00			
		7582	00081965-00	100-1401-55101-			318.00
8001816	10/16/2025	PRINTED	012015 OCRV CENTER	6,579.02			
		7743	9784	731-1306-50299-			6,579.02

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001817	10/16/2025	PRINTED	099997 MOOREFIELD CONSTRUCTION I	2,355.65			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		7494	7494	100-0000-20105-			2,355.65
8001818	10/16/2025	PRINTED	000096 ORANGE CNTY TREASURER-TAX 7598 SH72349	162.24			162.24
8001819	10/16/2025	PRINTED	000096 ORANGE CNTY TREASURER-TAX 7636 AC2690007	68,397.42			68,397.42
8001820	10/16/2025	PRINTED	013213 O'REILLY AUTO ENTERPRISES 7522 September Stmt 2025	709.23			709.23
8001821	10/16/2025	PRINTED	019392 SHARYN PANAGGIO 7773 09/22-25/2025RB	158.88			158.88
8001822	10/16/2025	PRINTED	001069 PARKHOUSE TIRE INC 7601 1020298928	1,134.64			1,134.64
8001823	10/16/2025	PRINTED	014611 BRANDON D PAULITE 7527 10-9 RUNNING SHOES	150.00			150.00
8001824	10/16/2025	PRINTED	019401 PENN CARE INC 7769 A147398	714.53			714.53
8001825	10/16/2025	PRINTED	018821 CHRISTOPHER PEREZ 7723 10-10 RUNNING SHOES	150.00			150.00
8001826	10/16/2025	PRINTED	000314 PETE'S ROAD SERVICE INC 7592 25-0857264-00	2,570.92			2,570.92
8001827	10/16/2025	PRINTED	001876 PRADO FAMILY SHOOTING RAN 7594 7619	450.00			450.00
8001828	10/16/2025	PRINTED	005940 HARVARD COLLEGE, PRESIDEN 7593 HKSEE069788	12,900.00			12,900.00
8001829	10/16/2025	PRINTED	000331 RED WING BUSINESS ADVANTA 7480 855ST1-1817407	1,107.56			219.80
			7481 855ST1-1912846				80.80
			7482 855ST1-2006086				404.02
			7483 855ST1-2005933				402.94
8001830	10/16/2025	PRINTED	019945 LAVANCE REED 7768 09/15-19/2025RB	120.60			120.60
8001831	10/16/2025	PRINTED	025154 RS HERMAN ARCHITECTS 7459 7459	1,281.50			1,281.50

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001832	10/16/2025	PRINTED	000368 SCHORR METALS INC	894.71			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		7792	2032055	600-5803-56101-			894.71
8001833	10/16/2025	PRINTED	004256 MICHAEL SELLERS	243.00			
		7771	08/25-27/2025RB	100-4011-57101-			243.00
8001834	10/16/2025	PRINTED	004604 SHRED-WISE INC	135.00			
		7581	4612082125	100-1401-53101-			50.00
		7790	4446082525	100-1844-55999-			85.00
8001835	10/16/2025	PRINTED	016994 SOCAL AUTO & TRUCK PARTS	5,093.04			
		7523	September Stmt 2025	100-0000-15203-			4,860.46
		7551	943861	100-5201-53201-			232.58
8001836	10/16/2025	PRINTED	000718 SOUTH COAST AQMD	736.57			
		7688	4602309	100-5601-56101-			565.63
		7690	4604067	100-5601-56101-			170.94
8001837	10/16/2025	PRINTED	000386 SOUTHERN COUNTIES OIL CO	9,601.86			
		7604	IN-0000212573	100-0000-15204-			2,712.58
		7609	IN-0000220363	100-0000-15204-			5,063.76
		7758	IN-0000221541	100-0000-15204-			1,825.52
8001838	10/16/2025	PRINTED	025131 STILLWATER INSURANCE COMP	4,214.18			
		7669	053025 - CARY	731-1306-50203-			4,214.18
8001839	10/16/2025	PRINTED	000520 STRYKER MEDICAL	1,729.48			
		7687	9210508994	225-3215-56101-			432.37
		7689	9210508992	225-3215-56101-			432.37
		7695	9210508995	225-3215-56101-			432.37
		7697	9210508993	225-3215-56101-			432.37
8001840	10/16/2025	PRINTED	001303 SUNRISE MULTISPECIALIST M	110.00			
		7484	00199249-00	730-1306-50203-			25.00
		7698	00199708-00	100-3121-55101-			85.00
8001841	10/16/2025	PRINTED	000402 SUSAN SAXE-CLIFFORD PHD	450.00			
		7584	25-1002-5	100-1401-55101-			450.00
8001842	10/16/2025	PRINTED	025098 SVT FLEET LLC	6,264.01			
		7575	RA774005479:01	100-5401-56999-			6,264.01
8001843	10/16/2025	PRINTED	002294 T-MOBILE	100.00			
		7595	L2510107708	100-4131-55999-			100.00
8001844	10/16/2025	PRINTED	015776 THE COUNSELING TEAM INTER	1,750.00			
		7701	INV106713	100-3121-55101-			1,750.00
8001845	10/16/2025	PRINTED	002977 TYLER TECHNOLOGIES INC	9,600.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
7783			045-538926 600-1843-80201-				1,976.80
		DOC	INVOICE NO ACCOUNT				AMOUNT
7783			045-538926 790-1601-80299-				6,023.20
7787			045-540227 600-1843-80201-				395.36
7787			045-540227 790-1601-80299-				1,204.64
8001846	10/16/2025	PRINTED	013781 ULTIMATE MAINTENANCE SERV	23,516.00			
	6702		35776 100-5601-56104-				23,516.00
8001847	10/16/2025	PRINTED	019230 UNITED RENTALS INC	3,369.76			
	7492		253952743-001 263-5201-53201-				326.15
	7493		253960818-001 263-5201-53201-				599.84
	7495		253359983-001 263-5201-53201-				330.19
	7497		253358041-001 263-5201-53201-				594.46
	7498		253783153-001 263-5201-53201-				629.21
	7499		253781841-001 263-5201-53201-				334.24
	7753		254205745-001 600-5803-56301-				555.67
8001848	10/16/2025	PRINTED	009050 VULCAN MATERIALS CO	296.07			
	7500		4187007 263-5201-53201-				296.07
8001849	10/16/2025	PRINTED	002319 WATERLINE TECHNOLOGIES	4,793.67			
	7565		5766130 600-5802-53201-				318.94
	7572		5766132 600-5802-53201-				318.94
	7573		5766135 600-5802-53201-				414.62
	7574		5766134 600-5802-53201-				558.15
	7577		5766133 600-5802-53201-				427.38
	7578		5766137 600-5802-53201-				842.00
	7579		5766138 600-5802-53201-				861.14
	7583		5766127 600-5802-53201-				1,052.50
8001850	10/16/2025	PRINTED	000439 WEST COAST ARBORISTS INC	18,540.00			
	7503		234335 100-5501-56999-				1,558.00
	7504		234334 601-5501-56999-				16,118.00
	7505		234528 600-5501-56103-				864.00
8001851	10/16/2025	PRINTED	000608 WESTRUX INTERNATIONAL	120.66			
	7754		01P221728 100-0000-15203-				120.66
8001852	10/16/2025	PRINTED	016092 WINZER CORPORATION	106.38			
	7745		3547540 100-0000-15203-				106.38
8001853	10/16/2025	PRINTED	001759 WITTMAN ENTERPRISES LLC	35,634.47			
	7791		2507022 100-3122-47301-				13,893.88
	7791		2507022 225-3215-47301-				21,740.59
8001854	10/16/2025	PRINTED	020278 DANNIELLE WOLFF	333.00			
	7720		09/02-05/2025RB 360-4011-57101-				333.00
8001855	10/16/2025	PRINTED	014246 WORLD ADVANCEMENT OF	32,935.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
7766		2800	225-3215-55999-				32,935.00
8001856	10/16/2025	PRINTED	025152 WRECK AGE DEMOLITION INC	2,384.17			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		7455	7455	100-0000-20105-			2,384.17
8001857	10/16/2025	PRINTED	002801 YO FIRE SUPPLIES	3,147.13			
		7713	1035766	600-5803-81999-			3,147.13
8001858	10/16/2025	PRINTED	003881 MIGUEL A ZAMORA	69.00			
		7770	09/16-18/2025RB	100-4011-57101-			69.00
8001859	10/16/2025	PRINTED	005173 LUCIA ZVONARU	17.36			
		7731	09/17/2025RB	100-4011-57101-			17.36
			133 CHECKS	CASH ACCOUNT TOTAL	2,617,611.94		.00

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
133 CHECKS	FINAL TOTAL	2,617,611.94	.00

** END OF REPORT - Generated by Jocelin Mendez **

Finance Department - Accounts Payable
WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 10/17/25 4 of 6 reports for 11/12/25 Council Meeting	
Notes:		
Requester Signature:	 <small>eSigned via GovOS.com</small> <small>Key: c75eb71bc2d138050ea61da5a02e3123</small>	Date: 10-20-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

 <small>eSigned via GovOS.com</small> <small>Key: 255ce3a4128a3a50bd1b4b009bc5bbc</small> Lillian Wen, Finance	10-21-2025 Date	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37</small> Jarad L. Hildenbrand, City Manager	10-28-2025 Date	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: 5217c7947ed47a25c77b48742be39aca</small> Pam Coleman, City Clerk	10-28-2025 Date	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001860	10/17/2025	PRINTED	020994 CALMEX ENGINEERING INC	434,617.92			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	7861	25-1199	310-6411-89999-				457,492.55
		1 CHECKS	CASH ACCOUNT TOTAL	434,617.92	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	434,617.92	.00

** END OF REPORT - Generated by Jocelin Mendez **

Finance Department - Accounts Payable
WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 10/23/25 5 of 6 reports for 11/12/25 Council Meeting	
Notes:		
Requester Signature:	 <small>eSigned via GovOS.com</small> <small>Key: c75eb71bc2d138050ea61da5a02e3123</small>	Date: 10-23-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

 <small>eSigned via GovOS.com</small> <small>Key: 255ce3af4128a3a50bd1b4b009bc5bbc</small> 10-23-2025 Lillian Wen, Finance Date	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37</small> 11-03-2025 Jarad L. Hildenbrand, City Manager Date	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: 5217c7947ed47a25c77b48742be39aca</small> 11-03-2025 Pam Coleman, City Clerk Date	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
102225	10/22/2025	WIRE	000384 SOUTHERN CALIF EDISON CO	99,905.16			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		8121	10/22/25	100-0000-56205-			99,890.25
		8121	10/22/25	600-5802-56205-			14.91
8001861	10/23/2025	PRINTED	025180 191 ORANGE LLC	205,493.00			
		8034	8034	100-0000-20106-			205,493.00
8001862	10/23/2025	PRINTED	008533 A-ABBOT LOCKSMITH	3,271.03			
		7969	i6084	100-0000-15201-			3,271.03
8001863	10/23/2025	PRINTED	005317 ADMINSURE INC	24,020.00			
		7965	18310	730-1306-50202-			22,244.00
		7966	18309	730-1306-50203-			1,776.00
8001864	10/23/2025	PRINTED	014341 AECOM TECHNICAL SERVICES	36,163.70			
		7881	2001013803	500-5101-88101-			6,070.79
		7881	2001013803	550-5101-87102-			17,645.54
		7885	2001022030	500-5101-88101-			116.47
		7885	2001022030	550-5101-87102-			338.53
		7886	2001041478	500-5101-88101-			1,434.18
		7886	2001041478	550-5101-87102-			4,168.62
		7887	2001044229	500-5101-88101-			1,577.34
		7887	2001044229	550-5101-87102-			4,584.73
		7888	2001062870	500-5101-88101-			58.23
		7888	2001062870	550-5101-87102-			169.27
8001865	10/23/2025	PRINTED	001244 AIRGAS USA LLC	3,151.69			
		7972	9165085034	100-0000-15201-			3,151.69
8001866	10/23/2025	PRINTED	001029 ALLSTAR FIRE EQUIPMENT IN	4,947.31			
		7759	267060	720-5401-80301-			4,947.31
8001867	10/23/2025	PRINTED	011254 ARC DOCUMENT SOLUTIONS LL	223.04			
		8043	12940860	100-3011-55104-			223.04
8001868	10/23/2025	PRINTED	001147 ARCHIE'S TOWING	251.00			
		7996	265585	450-4141-55000-			142.50
		8056	265736	450-4141-55000-			108.50
8001869	10/23/2025	PRINTED	007191 AT & T	1,215.24			
		7833	000024226462	100-4011-56201-			1,215.24
8001870	10/23/2025	PRINTED	002388 AT & T MOBILITY	86.48			
		7884	28730389358410172025	600-5802-56101-			86.48
8001871	10/23/2025	PRINTED	005378 AUTO ZONE	743.54			
		7896	05942432103	100-0000-15203-			441.98
		7897	05942432568	100-0000-15203-			191.78
		7902	05942432624	100-0000-15203-			109.78

AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001872	10/23/2025	PRINTED	002874 AXON ENTERPRISE INC	456,069.43			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		8014	INUS362240	550-4011-80101-			11,404.00
		8015	INUS362518	550-4011-80101-			2,051.63
		8016	INUS362877	550-4011-80101-			20,000.00
		8017	INUS363004	550-4011-80101-			86,934.95
		8018	CNUS006636	790-4011-80101-			-4,196.64
		8019	CNUS028910	790-4011-80101-			-843.66
		8020	CNUS025144	790-4011-80101-			-18,800.00
		8023	INUS363314	550-4011-80101-			56,114.41
		8023	INUS363314	790-4011-80101-			6,413.49
		8024	CNUS023184	790-4011-80101-			-121,407.87
		8025	INUS363204	550-4011-80101-			147,177.57
		8025	INUS363204	790-4011-80101-			271,221.55
8001873	10/23/2025	PRINTED	013658 ABBA TERMITE AND PEST CON	110.00			
		7997	030479	600-5802-55999-			110.00
8001874	10/23/2025	PRINTED	001624 C WELLS PIPELINE MATERIAL	3,488.95			
		8067	SINV25-4936	600-5803-81999-			3,488.95
8001875	10/23/2025	PRINTED	016378 C3 TECHNOLOGY SERVICES	7,027.15			
		7797	INV207628	100-1601-56999-			6,209.80
		7800	INV207918	100-1601-56999-			543.78
		7801	INV206935	100-1601-56999-			273.57
8001876	10/23/2025	PRINTED	017952 CAL-STATE AUTO PARTS INC	979.61			
		7906	490823	100-0000-15203-			166.55
		7913	490908	100-0000-15203-			219.81
		7926	491151	100-0000-15203-			140.08
		7930	491350	100-0000-15203-			453.17
8001877	10/23/2025	PRINTED	020994 CALMEX ENGINEERING INC	22,874.63			
		7882	RETREL AGR 7826X	310-0000-20103-			22,874.63
8001878	10/23/2025	PRINTED	001530 CHATTEL INC	3,117.50			
		7863	2508-ORG03	100-6102-55999-			3,117.50
8001879	10/23/2025	PRINTED	003595 CINTAS CORPORATION NO 2	443.96			
		7441	4245223960	100-7203-56107-			223.28
		7444	4245959538	100-7203-56107-			220.68
8001880	10/23/2025	PRINTED	019162 CINTAS	135.63			
		7938	4246699747	100-5401-56107-			135.63
8001881	10/23/2025	PRINTED	000029 CITY OF ANAHEIM	241.90			
		7789	10/26/2025	100-0000-56205-			241.90
8001882	10/23/2025	PRINTED	020350 CITYTHINKERS INC	340.00			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	8009		2406-13 100-1218-55000-				340.00
8001883	10/23/2025	PRINTED	018507 CJ CONCRETE CONSTRUCTION	5,251.98			
	DOC		INVOICE NO				AMOUNT
	7864		7143 263-5201-56103-				358.95
	7864		7143 263-5201-56999-				256.33
	7864		7143 263-5101-87102-				3,986.79
	7864		7143 287-5101-87102-				926.33
8001884	10/23/2025	PRINTED	001004 DEPT OF CONSERVATION	5,227.26			
	8098		SMIP FEES JULY-SEPT. 100-0000-20302-				5,227.26
8001885	10/23/2025	PRINTED	025171 DITCHEY GEIGER ATTORNEY F	1,166.27			
	7995		041125 - AAA.ANANIAS 731-1306-50203-				1,166.27
8001886	10/23/2025	PRINTED	021051 THE LEW EDWARDS GROUP	11,980.00			
	8008		003 100-1201-55999-				5,990.00
	8037		004 100-1201-55999-				5,990.00
8001887	10/23/2025	PRINTED	007918 EFFICIENT X-RAY INC	130.00			
	7808		427984 100-4134-55999-				130.00
8001888	10/23/2025	PRINTED	020121 WILLIAM ELLISON	314.10			
	7849		09/09-19/2025RB 100-4011-57101-				314.10
8001889	10/23/2025	PRINTED	000846 EMERGENCY MEDICAL SERVICE	37.00			
	8042		27682-2503 225-3122-57104-				37.00
8001890	10/23/2025	PRINTED	002741 EMERGENCY RESPONSE CRIME	375.00			
	7807		OP2025-509 100-4011-55000-				375.00
8001891	10/23/2025	PRINTED	020534 EXPERT AUTO GLASS	150.00			
	7895		21676 100-5401-56999-				150.00
8001892	10/23/2025	PRINTED	002278 FERGUSON ENTERPRISES LLC	38.79			
	7847		0297388-1 600-5802-80101-				5.55
	7847		0297388-1 600-5803-80101-				7.20
	7847		0297388-1 600-5803-81501-				5.54
	7847		0297388-1 600-5803-80101-				20.50
8001893	10/23/2025	PRINTED	002278 FERGUSON WATERWORKS #1089	21,307.68			
	7839		0060269 600-5802-80101-				2,243.35
	7839		0060269 600-5803-80101-				2,916.36
	7839		0060269 600-5803-81501-				2,243.36
	7839		0060269 600-5803-80101-				8,300.42
	7840		0059779 600-5802-80101-				800.60
	7840		0059779 600-5803-80101-				1,040.78
	7840		0059779 600-5803-81501-				800.60
	7840		0059779 600-5803-80101-				2,962.21

AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001894	10/23/2025	PRINTED	025157 FIRST LEGAL BUYER INC	129.00			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		7872	7872	100-0000-20105-			129.00
8001895	10/23/2025	PRINTED	025173 FIRST LEGAL BUYER INC	110.00			
		7868	7868	100-0000-20105-			110.00
8001896	10/23/2025	PRINTED	025174 FIRST LEGAL BUYER INC	275.00			
		7869	7869	100-0000-20105-			275.00
8001897	10/23/2025	PRINTED	025175 FIRST LEGAL BUYER INC	275.00			
		7870	7870	100-0000-20105-			275.00
8001898	10/23/2025	PRINTED	025176 FIRST LEGAL BUYER INC	275.00			
		7871	7871	100-0000-20105-			275.00
8001899	10/23/2025	PRINTED	000002 FLEET SERVICES INC	1,004.14			
		7933	01P168066	100-0000-15203-			44.89
		7934	01P168263	100-0000-15203-			895.84
		7935	01P168530	100-0000-15203-			63.41
8001900	10/23/2025	PRINTED	019984 BNY MELLON - CLIENT FINAN	968.29			
		7699	EFTC FEES AUGUST	100-0000-20302-			968.29
8001901	10/23/2025	PRINTED	002198 GALLS LLC	617.54			
		7814	032324022	454-4011-53102-			-147.70
		7815	032383583	454-4011-53102-			-73.85
		7816	032420335	454-4011-53102-			-73.85
		7819	032516396	454-4011-53102-			-86.14
		7821	032670059	454-4011-53102-			-147.70
		7822	032323973	454-4011-53102-			-73.85
		7831	032600257	454-4011-53102-			-122.43
		7912	032840645	454-4011-53102-			-79.02
		7914	032850737	454-4011-53102-			158.05
		7915	032850738	454-4011-53102-			97.30
		7916	032850741	454-4011-53102-			79.02
		7917	032850755	454-4011-53102-			99.56
		7918	032854345	454-4011-53102-			-73.85
		7919	032824374	100-4011-53102-			76.14
		7921	032837004	100-4011-53102-			220.66
		7922	032837044	100-4011-53102-			310.32
		7923	032837078	100-4011-53102-			153.51
		7924	032840713	100-4011-53102-			-153.51
		7925	032850745	100-4011-53102-			193.84
		7927	032863164	100-4011-53102-			126.04
		7929	032875651	100-4011-53102-			135.00
8001902	10/23/2025	PRINTED	002198 GALLS LLC	13.98			
		7817	032492207	454-4011-53102-			-73.85
		7818	032516395	454-4011-53102-			-43.07

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
7820			032563581 454-4011-53102-				-43.07
		DOC	INVOICE NO ACCOUNT				AMOUNT
7909			032836978 454-4011-53102-				58.82
7910			032836979 454-4011-53102-				69.94
7911			032836984 454-4011-53102-				17.78
7920			032824438 100-4011-53102-				16.55
7928			032863201 100-4011-53102-				10.88
8001903	10/23/2025	PRINTED	012616 BRETT GARRETT	250.00			
	8044		10-21CA EMSA RENEWAL 225-3122-57101-				250.00
8001904	10/23/2025	PRINTED	002509 GLOBALSTAR USA	544.79			
	7899		000000100385133 100-4011-56201-				544.79
8001905	10/23/2025	PRINTED	016318 GRAFIX SYSTEMS	838.42			
	8111		34391 100-3011-55104-				838.42
8001906	10/23/2025	PRINTED	004835 HF & H CONSULTANTS LLC	8,168.75			
	7879		9722389 100-5001-55999-				5,606.00
	7879		9722389 100-5001-55999-				256.50
	7880		9722484 100-5001-55999-				2,306.25
8001907	10/23/2025	PRINTED	007956 AMERICAN HONDA FINANCE CO	599.79			
	7952		483245332 11/13/25 100-4133-56301-				599.79
8001908	10/23/2025	PRINTED	007956 AMERICAN HONDA FINANCE CO	585.79			
	7953		487763993 11/24/25 100-4133-56301-				585.79
8001909	10/23/2025	PRINTED	007956 AMERICAN HONDA FINANCE CO	589.79			
	7955		491544049 11/16/25 100-4133-56301-				589.79
8001910	10/23/2025	PRINTED	007956 AMERICAN HONDA FINANCE CO	550.75			
	7956		493269318 11/29/25 100-4121-56301-				550.75
8001911	10/23/2025	PRINTED	012820 INLAND KENWORTH US INC	446.86			
	7932		324994MNP 100-0000-15203-				446.86
8001912	10/23/2025	PRINTED	001828 IRV SEAVER MOTORCYCLES	623.80			
	7811		92582414 100-4011-53102-				349.10
	7812		92583746 100-4011-53102-				123.86
	7813		92585435 100-4011-53102-				150.84
8001913	10/23/2025	PRINTED	003842 ITERIS INC	20,057.40			
	7846		183324 287-5703-87101-				350.05
	7846		183324 550-5703-87101-				3,024.42
	7846		183324 550-5703-87102-				406.05
	7931		184007 287-5703-87101-				463.65
	7931		184007 550-5703-87101-				4,005.95
	7931		184007 550-5703-87102-				537.84
	7936		184867 287-5703-87101-				463.65

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
7936			184867 550-5703-87101-				4,005.95
		DOC	INVOICE NO ACCOUNT				AMOUNT
		7936	184867 550-5703-87102-				537.84
		7954	185086 100-5001-55999-				6,262.00
8001914	10/23/2025	PRINTED	020475 JOE MAR POLYGRAPH	1,250.00			
			7809 25-049-OPD 100-4011-55000-				250.00
			7810 25-048-OPD 100-4011-55000-				250.00
			7975 25-050-OPD 100-4011-55000-				250.00
			7976 25-051-OPD 100-4011-55000-				250.00
			7977 25-052-OPD 100-4011-55000-				250.00
8001915	10/23/2025	PRINTED	019214 JOVENVILLE LLC	306.50			
			7859 25-7650 100-1218-55104-				306.50
8001916	10/23/2025	PRINTED	000199 KENNEDY EQUIPMENT CO INC	268.42			
			8045 70816 100-3121-56101-				268.42
8001917	10/23/2025	PRINTED	020212 KOSMONT & ASSOCIATES INC	11,311.25			
			8005 2403.4-010 952-8001-55999-				5,850.00
			8007 2403.4-011 952-8001-55999-				5,461.25
8001918	10/23/2025	PRINTED	020708 LEADSONLINE LLC	9,460.98			
			7805 420427 355-4011-80101-				9,460.98
8001919	10/23/2025	PRINTED	002326 LEXIPOL LLC	16,000.00			
			8055 INVPM11258620 454-4011-53202-				16,000.00
8001920	10/23/2025	PRINTED	000222 LIFE-ASSIST INC	8,135.34			
			8078 1643453 100-3122-53101-				35.89
			8078 1643453 225-3122-53101-				79.76
			8078 1643453 225-3215-53101-				21.93
			8082 1648657 100-3122-53101-				2,050.48
			8082 1648657 225-3122-53101-				4,556.63
			8082 1648657 225-3215-53101-				1,253.07
			8087 1648658 100-3122-53101-				35.89
			8087 1648658 225-3122-53101-				79.76
			8087 1648658 225-3215-53101-				21.93
8001921	10/23/2025	PRINTED	021021 LINEGEAR INC	530.13			
			8038 61939 225-3216-53102-				215.50
			8039 61938 100-3011-53102-				60.34
			8040 61937 100-3011-53102-				254.29
8001922	10/23/2025	PRINTED	000519 MAIN STREET MATERIALS	1,056.91			
			7865 16264 600-5803-81999-				1,056.91
8001923	10/23/2025	PRINTED	018342 MARK THOMAS & COMPANY INC	4,923.23			
			7867 56566 287-5101-87102-				1,071.99
			7867 56566 550-5101-87102-				3,215.99

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
7905		57396	287-5101-87102-				158.81
	DOC	INVOICE NO	ACCOUNT				AMOUNT
7905		57396	550-5101-87102-				476.44
8001924	10/23/2025	PRINTED	000250 MC MASTER-CARR SUPPLY CO	1,607.76			
	1816	49970507	400-3121-53199-				589.69
	1818	50499540	400-3121-53199-				482.66
	1848	49671036	100-0000-15203-				97.52
	7890	51478318	100-0000-15203-				370.83
	7891	53782578	100-0000-15203-				67.06
8001925	10/23/2025	PRINTED	001867 MISSION LINEN SUPPLY	288.44			
	7841	524794267	100-4011-55999-				288.44
8001926	10/23/2025	PRINTED	005352 MATTHEW W MOSS	526.32			
	7850	08/07-09/2025RB	100-4011-57101-				263.16
	7851	09/11-13/2025RB	100-4011-57101-				263.16
8001927	10/23/2025	PRINTED	000052 OFFICE DEPOT INC	1,047.32			
	7803	22983400	100-1201-53101-				31.14
	7803	22983400	100-1801-53101-				162.75
	7803	22983400	100-2101-53101-				46.95
	7803	22983400	100-3011-53101-				69.93
	7803	22983400	100-4011-53101-				79.04
	7803	22983400	100-4131-53101-				174.54
	7803	22983400	100-4141-53101-				171.17
	7803	22983400	100-6001-53101-				222.91
	7803	22983400	601-5301-53101-				17.12
	7803	22983400	600-5802-53101-				71.77
8001928	10/23/2025	PRINTED	099997 BUEZO, J ISRAEL	295.87			
	8048	8048	100-0000-20111-				295.87
8001929	10/23/2025	PRINTED	099997 EDLIN, NEIL & SHARON	674.61			
	8047	8047	100-0000-20111-				674.61
8001930	10/23/2025	PRINTED	099997 LEDERACH, JOHN & WENDY	1,357.71			
	8049	8049	100-0000-20111-				1,357.71
8001931	10/23/2025	PRINTED	099997 MUHONEN, MICHAEL & LINDA	703.00			
	8050	8050	100-0000-20111-				703.00
8001932	10/23/2025	PRINTED	099997 OC HILLS COMPANY	2,304.13			
	8046	8046	100-0000-20111-				2,304.13
8001933	10/23/2025	PRINTED	099997 PERRY, BOB	601.53			
	8051	8051	100-0000-20111-				601.53
8001934	10/23/2025	PRINTED	006609 ORANGE CO SANITATION DIST	17,434.19			
	6647	OCSD FEES - AUG	100-0000-20302-				17,434.19

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001935	10/23/2025	PRINTED	025158 ORANGE COURIER	275.00			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		7875	7875	100-0000-20105-			275.00
8001936	10/23/2025	PRINTED	025177 ORANGE COURIER	275.00			
		7873	7873	100-0000-20105-			275.00
8001937	10/23/2025	PRINTED	025178 ORANGE COURIER	275.00			
		7874	7874	100-0000-20105-			275.00
8001938	10/23/2025	PRINTED	019248 OUT-FIT A CALIFORNIA CORP	621.79			
		7987	44588	100-4011-80101-			621.79
8001939	10/23/2025	PRINTED	000570 P J PRINTERS INC	827.52			
		7764	232262	100-1842-55104-			327.56
		7974	232229	100-1842-55104-			499.96
8001940	10/23/2025	PRINTED	025183 SONUM PARIHAR	158.88			
		8054	09/22-25/2025RB	100-4011-57101-			158.88
8001941	10/23/2025	PRINTED	000314 PETE'S ROAD SERVICE INC	1,971.60			
		7939	25-0873079-00	100-0000-15203-			1,593.60
		7940	25-0874239-00	100-5401-56999-			378.00
8001942	10/23/2025	PRINTED	001876 PRADO FAMILY SHOOTING RAN	450.00			
		7901	7621	100-4011-55000-			450.00
8001943	10/23/2025	PRINTED	007130 PTI SAND & GRAVEL INC	2,572.84			
		7998	0156546	600-5803-81999-			857.43
		7999	0156545	600-5803-81999-			809.43
		8000	0156491	600-5803-81999-			905.98
8001944	10/23/2025	PRINTED	019534 PVP COMMUNICATIONS	1,126.42			
		7834	137244	450-4141-53102-			1,126.42
8001945	10/23/2025	PRINTED	018591 QUADIANT INC	760.55			
		7943	17825114	100-0000-53104-			627.48
		7944	17821628	100-0000-53104-			133.07
8001946	10/23/2025	PRINTED	016972 RC EMPIRE ALIGNMENT & AUT	10,095.65			
		8063	4599	731-1306-50299-			10,095.65
8001947	10/23/2025	PRINTED	000331 RED WING BUSINESS ADVANTA	1,491.32			
		7728	855ST1-2057015	730-1306-54101-			500.00
		7729	855ST1-2033402	730-1306-54101-			491.32
		8002	855ST1-2089965	730-1306-54101-			500.00
8001948	10/23/2025	PRINTED	020893 RICHARD C SLADE AND ASSOC	3,974.44			
		8074	8391	600-5802-55101-			3,974.44

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001949	10/23/2025	PRINTED	018613 SAGECREST PLANNING&ENVIRO	10,140.00			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		7862	5437	100-6102-55999-			425.00
		7862	5437	100-6103-55101-			9,715.00
8001950	10/23/2025	PRINTED	004604 SHRED-WISE INC	50.00			
		8001	17620081925	100-1301-53101-			50.00
8001951	10/23/2025	PRINTED	014719 SITEONE LANDSCAPE SUPPLY	26,399.38			
		7531	157206442-001	100-7203-53201-			591.36
		7532	156417251-001	100-7203-53201-			903.07
		7533	156520990-001	100-7203-53201-			2,882.99
		7534	156526152-001	100-7203-53201-			1,394.16
		7535	157053432-001	100-7203-53201-			1,759.69
		7536	157005080-001	100-7203-53201-			2,169.75
		7537	156065058-001	100-7203-53201-			3,739.13
		7538	157259556-001	100-7203-53201-			2,729.45
		7540	155880102-001	100-7203-53201-			519.59
		7543	156063597-001	100-7203-53201-			810.19
		7544	156685236-001	100-7203-53201-			278.86
		7546	157785963-001	100-7203-53201-			504.02
		7548	157376135-001	100-7203-53201-			221.61
		7554	157533706-001	100-7203-53201-			1,001.79
		7555	157733681-001	100-7203-53201-			1,452.76
		7558	157776359-001	100-7203-53201-			2,485.90
		7566	158544545-001	100-7203-53201-			945.43
		7567	158606471-001	100-7203-53201-			440.83
		7568	158639653-001	100-7203-53201-			414.30
		7569	158531608-001	100-7203-53201-			410.03
		7570	158075061-001	100-7203-53201-			744.47
8001952	10/23/2025	PRINTED	014719 SITEONE LANDSCAPE SUPPLY	476.16			
		7539	157207529-001	100-7203-53201-			39.63
		7545	157188028-001	100-7203-53201-			108.25
		7564	157776359-002	100-7203-53201-			221.46
		7571	158965232-001	100-7203-53201-			106.82
8001953	10/23/2025	PRINTED	000376 SMART & FINAL IRIS CO #38	653.50			
		7968	822555	100-0000-15201-			145.15
		7968	822555	100-0000-15201-			203.24
		7968	822555	100-0000-15201-			305.11
8001954	10/23/2025	PRINTED	016802 SOUTHERN CALIFORNIA SHRED	130.00			
		7844	292467	100-4011-55999-			130.00
8001955	10/23/2025	PRINTED	000386 SOUTHERN COUNTIES OIL CO	3,112.72			
		7937	IN-0000223023	100-0000-15204-			3,112.72
8001956	10/23/2025	PRINTED	020829 SP PLUS CORPORATION	33,372.07			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	7988		83559-I1-0925F 100-4141-55999-				33,372.07
8001957	10/23/2025	PRINTED	004395 STANTEC CONSULTING SERVIC	3,048.00			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	7799	2468210	600-5802-55101-				3,048.00
8001958	10/23/2025	PRINTED	000396 STATE OF CALIF DEPT OF JU 7842 848413 100-4011-55999-	556.00			556.00
8001959	10/23/2025	PRINTED	005937 STATE OF CALIFORNIA 8081 CAL GREEN FEES 100-0000-20302-	1,328.40			1,328.40
8001960	10/23/2025	PRINTED	001303 SUNRISE MULTISPECIALIST M 8003 00199750-00 730-1306-50203- 8004 00199923-00 730-1306-50203- 8041 00200078-00 100-3121-55101-	255.00			75.00 45.00 135.00
8001961	10/23/2025	PRINTED	019329 TESS ELECTRIC INC 8096 1698 600-5802-56102-	7,710.58			7,710.58
8001962	10/23/2025	PRINTED	020426 THE MODASSIC GROUP CNV-27068 4352 952-8001-55999-	10,500.00			10,500.00
8001963	10/23/2025	PRINTED	020346 THE WORLD FAMOUS PASCUAL 7900 000070 100-4011-53102-	192.20			192.20
8001964	10/23/2025	PRINTED	000413 TOYOTA FINANCIAL SERVICES 7959 010272C5688 11/18/25 100-4132-56301-	498.54			498.54
8001965	10/23/2025	PRINTED	000413 TOYOTA FINANCIAL SERVICES 7960 010272E8364 11/8/25 100-4121-56301-	498.35			498.35
8001966	10/23/2025	PRINTED	000413 TOYOTA FINANCIAL SERVICES 7962 010272A1808 11/11/25 100-4133-56301-	491.77			491.77
8001967	10/23/2025	PRINTED	000413 TOYOTA FINANCIAL SERVICES 7957 010272E6125 11/3/25 100-4133-56301-	533.78			533.78
8001968	10/23/2025	PRINTED	000413 TOYOTA FINANCIAL SERVICES 7958 010272C4596 11/3/25 100-4132-56301-	498.76			498.76
8001969	10/23/2025	PRINTED	000413 TOYOTA FINANCIAL SERVICES 7961 010272ZX260 11/21/25 100-4133-56301-	499.80			499.80
8001970	10/23/2025	PRINTED	000413 TOYOTA FINANCIAL SERVICES 7963 010272B3581 11/21/25 100-4133-56301-	498.74			498.74
8001971	10/23/2025	PRINTED	002977 TYLER TECHNOLOGIES INC 8057 045-540833 600-1843-80201- 8057 045-540833 790-1601-80299-	7,200.00			1,779.12 5,420.88

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001972	10/23/2025	PRINTED	001563 ULINE	3,126.11			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		7762	197981965	100-0000-15201-			62.98
		7762	197981965	100-0000-15201-			252.14
		7762	197981965	100-0000-15201-			151.93
		7762	197981965	100-0000-15201-			1,276.84
		7762	197981965	100-0000-15201-			257.31
		7762	197981965	100-0000-15201-			491.34
		7762	197981965	100-3121-53201-			633.57
8001973	10/23/2025	PRINTED	000944 UNITED PARCEL SERVICE	166.20			
		7802	00005733W1415 2026	100-3011-53104-			87.16
		7802	00005733W1415 2026	100-5401-53299-			79.04
8001974	10/23/2025	PRINTED	000551 V & V MANUFACTURING INC	206.63			
		7898	63258	100-4011-53102-			206.63
8001975	10/23/2025	PRINTED	016948 VERIZON BUSINESS SERVICES	2,076.63			
		7903	73497959	355-4011-56201-			1,910.50
		7903	73497959	450-4141-56201-			166.13
8001976	10/23/2025	PRINTED	001845 VERIZON WIRELESS	11,598.60			
		7904	6125744208	355-4011-56201-			4,157.16
		8035	6126169406	100-3011-56201-			6,236.32
		8035	6126169406	100-3121-56201-			944.90
		8035	6126169406	400-3011-56201-			260.22
8001977	10/23/2025	PRINTED	000431 W W GRAINGER INC	1,458.32			
		7853	9675822929	600-5802-56102-			1,231.93
		7892	9662137315	100-0000-15203-			53.45
		7893	9662137331	100-0000-15203-			172.94
8001978	10/23/2025	PRINTED	002319 WATERLINE TECHNOLOGIES	3,954.86			
		7945	5767174	600-5802-53201-			350.83
		7946	5767173	600-5802-53201-			593.23
		7947	5767171	600-5802-53201-			338.08
		7948	5767172	600-5802-53201-			510.30
		7949	5767169	600-5802-53201-			446.52
		7950	5767175	600-5802-53201-			803.73
		7951	5767170	600-5802-53201-			912.17
8001979	10/23/2025	PRINTED	000204 WAXIE SANITARY SUPPLY	9,479.66			
		7970	83543656	100-0000-15201-			9,479.66
8001980	10/23/2025	PRINTED	000439 WEST COAST ARBORISTS INC	36,383.00			
		7451	232220	100-7203-56999-			2,016.00
		7463	233263	100-7203-56999-			18,146.00
		7466	233947	100-7203-56999-			10,710.00
		7468	234556	100-7203-56999-			5,511.00

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8001981	10/23/2025	PRINTED	002801 YO FIRE SUPPLIES	4,761.56			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		7993	1035572	600-5803-81999-			829.68
		7994	1035930	600-5803-81999-			3,931.88
8001982	10/23/2025	PRINTED	001153 ZOLL MEDICAL CORPORATION	3,028.85			
		8033	4343237	225-3122-53101-			1,893.03
		8033	4343237	400-3122-80101-			1,135.82
			123 CHECKS	CASH ACCOUNT TOTAL	1,247,045.94		.00

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
123 CHECKS	FINAL TOTAL	1,247,045.94	.00

** END OF REPORT - Generated by Jocelin Mendez **

Finance Department - Accounts Payable
WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 10/30/25 6 of 6 reports for 11/12/25 Council Meeting	
Notes:		
Requester Signature:	 <small>eSigned via GovOS.com</small> <small>Key: c75eb71bc2d138050ea61da5a02e3123</small>	Date: 10-31-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

 <small>eSigned via GovOS.com</small> <small>Key: 255ce3af4128a3a50bd1b4b009bc5bbc</small> 10-31-2025 Lillian Wen, Finance Date	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37</small> 11-05-2025 Jarad L. Hildenbrand, City Manager Date	Comments:
 <small>eSigned via GovOS.com</small> <small>Key: 5217c7947ed47a25c77b48742be39aca</small> 11-06-2025 Pam Coleman, City Clerk Date	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
5565	10/27/2025	WIRE	001480 U S BANK	1,173,694.43			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		7738	3032578	100-3001-70201-			553,694.43
		7738	3032578	100-3001-70102-			620,000.00
102925	10/29/2025	WIRE	000385 SOUTHERN CALIFORNIA GAS C	2,573.07			
	8895	10/29/2025	100-0000-56203-				2,510.38
	8895	10/29/2025	600-5802-56203-				62.69
8001983	10/28/2025	PRINTED	018234 THE HUB OC	77,374.61			
	8187	803	412-6431-55999-				77,374.61
8002195	10/30/2025	PRINTED	019738 ADVANCED SECURITY SYSTEMS	359.55			
	8204	036321	100-5601-56101-				119.85
	8205	036336	100-5601-56101-				119.85
	8206	036365	100-5601-56101-				119.85
8002196	10/30/2025	PRINTED	014341 AECOM TECHNICAL SERVICES	7,438.38			
	8176	2001054680	500-5101-88101-				1,904.04
	8176	2001054680	550-5101-87102-				5,534.34
8002197	10/30/2025	PRINTED	025163 AIM PROPERTIES	399.19			
	8115	8036-12	600-0000-11106-				276.71
	8126	18219-18	600-0000-11106-				122.48
8002198	10/30/2025	PRINTED	020698 ALL CITY MANAGEMENT SERVI	22,845.08			
	8301	104080	100-4141-55999-				22,845.08
8002199	10/30/2025	PRINTED	001147 ARCHIE'S TOWING	180.00			
	8167	266465	100-5401-56999-				180.00
8002200	10/30/2025	PRINTED	001014 B & M LAWN & GARDEN CENTE	620.63			
	8851	696453	270-5201-53299-				620.63
8002201	10/30/2025	PRINTED	002135 BC TRAFFIC SPECIALIST	194.45			
	8261	089335	100-5201-53201-				194.45
8002202	10/30/2025	PRINTED	013658 ABBA TERMITE AND PEST CON	110.00			
	8141	030201	601-5301-56999-				110.00
8002203	10/30/2025	PRINTED	018258 BENDER READY MIX INC	3,472.92			
	8142	197444	263-5201-53201-				1,348.49
	8852	197843	263-5201-53201-				2,124.43
8002204	10/30/2025	PRINTED	002313 BURRO CANYON SHOOTING PAR	40.00			
	8298	3655	100-4011-57101-				40.00
8002205	10/30/2025	PRINTED	002011 BURTONS FIRE INC	127.24			
	8072	S69767	100-0000-15203-				127.24

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002206	10/30/2025	PRINTED	001624 C WELLS PIPELINE MATERIAL	1,303.78			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	8186	SINV25-4983	600-5803-81999-				1,303.78
8002207	10/30/2025	PRINTED	019632 ANGELA CADOTTE	1,363.73			
	8920	10/12-15/2025RB	100-1801-57101-				1,363.73
8002208	10/30/2025	PRINTED	000065 CALIFORNIA AUTO REFRIGERA	2,277.78			
	8180	323449	100-0000-15203-				851.17
	8181	323470	100-0000-15203-				1,426.61
8002209	10/30/2025	PRINTED	000391 CDTFA	68.00			
	8885	103-044409 - 3QTR	100-0000-20501-				68.00
8002210	10/30/2025	PRINTED	006583 CAM SERVICES	1,335.00			
	8264	121632	100-5301-56999-				750.00
	8267	121633	100-5301-56999-				400.00
	8270	121631	100-5301-56999-				185.00
8002211	10/30/2025	PRINTED	002611 CHAPMAN UNIVERSITY	20,543.48			
	7744	501012-7 REVISED	200-0000-56999-				20,543.48
8002212	10/30/2025	PRINTED	018974 CHARTER COMMUNICATIONS	900.00			
	8919	189064601101425	100-1601-56201-				900.00
8002213	10/30/2025	PRINTED	018974 CHARTER COMMUNICATIONS	950.00			
	8299	189067401102125	100-4011-56201-				950.00
8002214	10/30/2025	PRINTED	018974 CHARTER COMMUNICATIONS	428.59			
	8300	187909301102125	100-4011-56201-				428.59
8002215	10/30/2025	PRINTED	025156 CITY OF GARDEN GROVE	655.62			
	7559	AR000995	100-0000-56205-				335.64
	7559	AR000995	100-5702-56205-				319.98
8002216	10/30/2025	PRINTED	013914 CRASH DATA GROUP INC	4,891.85			
	8296	14738	450-4141-53199-				4,891.85
8002217	10/30/2025	PRINTED	016793 CROWN CASTLE FIBER LLC	2,400.00			
	8292	1968278	100-1601-56201-				2,400.00
8002218	10/30/2025	PRINTED	012114 DANIELS TIRE SERVICE	589.42			
	8065	20052823	100-0000-15203-				589.42
8002219	10/30/2025	PRINTED	011271 DOERSCHEL AND ASSOCIATES	5,265.00			
	8293	162157	100-1601-55999-				5,265.00
8002220	10/30/2025	PRINTED	025166 BARBARA DREW	11.71			
	8119	6987-00	600-0000-11106-				11.71

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002221	10/30/2025	PRINTED	017398 ECONOLITE CONTROL PRODUCT	21,399.04			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		8010	INV232696	270-5704-87101-			21,399.04
8002222	10/30/2025	PRINTED	002741 EMERGENCY RESPONSE CRIME	375.00			
		8170	OP2025-527	100-4011-55000-			375.00
8002223	10/30/2025	PRINTED	020029 ENVIRONMENTAL CONSTRUCTIO	60,296.50			
		8110	Application No 22 R1 550-5802-85107-				22,803.79
		8110	Application No 22 R1 600-5802-85107-				40,666.21
8002224	10/30/2025	PRINTED	002278 FERGUSON WATERWORKS #1089	44,867.10			
		8188	0060269-1	600-5802-80101-			6,409.58
		8188	0060269-1	600-5803-80101-			8,332.46
		8188	0060269-1	600-5803-81501-			6,409.59
		8188	0060269-1	600-5803-80101-			23,715.47
8002225	10/30/2025	PRINTED	002198 GALLS LLC	202.28			
		7823	032228243	454-4011-53102-			-89.42
		7824	032228239	454-4011-53102-			-71.49
		7825	032228137	454-4011-53102-			-172.40
		7826	032228139	454-4011-53102-			-172.40
		7827	032228145	454-4011-53102-			-172.40
		7828	032228149	454-4011-53102-			-172.40
		7829	032228192	454-4011-53102-			-172.40
		7830	032312489	454-4011-53102-			-172.40
		8258	032934980	100-4011-53102-			74.52
		8271	032934964	454-4011-53102-			165.88
		8275	032934968	454-4011-53102-			97.30
		8276	032934969	454-4011-53102-			110.58
		8277	032934970	454-4011-53102-			165.88
		8278	032934971	454-4011-53102-			136.00
		8281	032934973	454-4011-53102-			97.30
		8282	032934974	454-4011-53102-			97.30
		8283	032935064	454-4011-53102-			84.02
		8284	032946073	454-4011-53102-			86.80
		8285	032946082	454-4011-53102-			55.29
		8289	032946176	454-4011-53102-			147.70
		8290	032909433	454-4011-53102-			79.02
8002226	10/30/2025	PRINTED	002198 GALLS LLC	784.68			
		8255	032909388	100-4011-53102-			29.16
		8256	032909389	100-4011-53102-			29.16
		8257	032909429	100-4011-53102-			25.27
		8259	032935032	100-4011-53102-			15.56
		8260	032909385	454-4011-53102-			48.65
		8262	032909445	454-4011-53102-			46.53
		8263	032909446	454-4011-53102-			42.01
		8265	032909447	454-4011-53102-			46.53
		8266	032909448	454-4011-53102-			42.01

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8268			032934927 454-4011-53102-				20.61
		DOC	INVOICE NO ACCOUNT				AMOUNT
8269			032934963 454-4011-53102-				55.29
8272			032934965 454-4011-53102-				55.29
8273			032934966 454-4011-53102-				55.29
8274			032934967 454-4011-53102-				55.29
8280			032934972 454-4011-53102-				48.65
8286			032946150 454-4011-53102-				42.01
8287			032946151 454-4011-53102-				42.01
8288			032946152 454-4011-53102-				42.01
8291			032934957 454-4011-53102-				43.35
8002227	10/30/2025	PRINTED	025170 MARCUS GENDALE	120.99			
	8125		62766-05 600-0000-11106-				120.99
8002228	10/30/2025	PRINTED	016078 GEORGE HILLS COMPANY	70.00			
	8217		INV1033045 731-1306-55999-				70.00
8002229	10/30/2025	PRINTED	009190 GLOBAL POWER GROUP INC	5,422.45			
	8198		107405 100-5601-56101-				4,853.48
	8199		107406 100-5601-56101-				568.97
8002230	10/30/2025	PRINTED	002445 GMS ELEVATOR SERVICES	1,630.00			
	8190		126194 100-5601-56101-				815.00
	8192		126586 100-5601-56101-				815.00
8002231	10/30/2025	PRINTED	012658 HANNA, BROPHY, MACLEAN,	1,674.00			
	8225		2341163 730-1306-50299-				266.50
	8226		2341206 730-1306-50299-				100.00
	8227		2341256 730-1306-50299-				888.00
	8228		2341294 730-1306-50299-				419.50
8002232	10/30/2025	PRINTED	004358 HILLTOP ALARMS INC	1,650.00			
	8114		47991 100-7203-56999-				135.00
	8118		47989 100-7203-56999-				225.00
	8120		47940 100-7203-56999-				270.00
	8124		47695 100-7203-56999-				700.00
	8128		47461 100-7203-56999-				185.00
	8129		46785 100-7203-56999-				135.00
8002233	10/30/2025	PRINTED	009564 INFOSEND INC	2,042.67			
	8194		294278 100-1842-55104-				2,042.67
8002234	10/30/2025	PRINTED	009564 INFOSEND INC	10,007.54			
	8189		289853 600-1843-53104-				10,007.54
8002235	10/30/2025	PRINTED	009564 INFOSEND INC	3,976.05			
	8191		291106 600-1843-53104-				3,976.05
8002236	10/30/2025	PRINTED	009564 INFOSEND INC	9,446.24			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	8193		294276 600-1843-53104-				9,446.24
8002237	10/30/2025	PRINTED	009564 INFOSEND INC	10,185.79			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	8195	296129	600-1843-53104-				10,185.79
8002238	10/30/2025	PRINTED	009564 INFOSEND INC	2,140.37			
	8197	296131	100-1842-55104-				2,140.37
8002239	10/30/2025	PRINTED	012820 INLAND KENWORTH US INC	465.89			
	8070	325144MNP	100-0000-15203-				465.89
8002240	10/30/2025	PRINTED	000891 J J KELLER & ASSOCIATES I	106.67			
	8219	9110622785	731-1306-55999-				106.67
8002241	10/30/2025	PRINTED	002099 JADTEC SECURITY SERVICES	413.70			
	8152	1857981	100-5601-56101-				215.85
	8155	1858462	100-5601-56101-				197.85
8002242	10/30/2025	PRINTED	019789 JASPER ENGINES & TRANSMIS	1,287.61			
	8066	15047760	100-0000-15203-				1,287.61
8002243	10/30/2025	PRINTED	020475 JOE MAR POLYGRAPH	250.00			
	8135	25-053-OPD	100-4011-55000-				250.00
8002244	10/30/2025	PRINTED	019179 BRIAN KINDER	120.60			
	8139	09/15-19/2025RB	100-4011-57101-				120.60
8002245	10/30/2025	PRINTED	004439 KONICA MINOLTA	614.04			
	8913	47970585	100-2101-56301-				614.04
8002246	10/30/2025	PRINTED	010008 KRONOS INC	52.27			
	8231	I10010034886	100-3011-55999-				52.27
8002247	10/30/2025	PRINTED	004974 LANCE, SOLL & LUNGHARD LL	26,028.00			
	8248	71062	100-1701-55101-				2,338.00
	8248	71062	100-1844-55101-				14,433.38
	8248	71062	232-8001-55101-				1,715.00
	8248	71062	245-1401-55101-				1,159.00
	8248	71062	310-6410-55101-				733.61
	8248	71062	317-6431-55101-				156.75
	8248	71062	355-4011-55101-				315.64
	8248	71062	541-8001-55101-				399.89
	8248	71062	600-1843-55101-				4,008.09
	8248	71062	601-5301-55101-				768.64
8002248	10/30/2025	PRINTED	003427 KURT LAWSON	1,119.04			
	8131	09/30-03/2025RB	100-4011-57101-				1,119.04
8002249	10/30/2025	PRINTED	025160 SAM LUPSON	33.33			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	8112		27923-08	600-0000-11106-			33.33
8002250	10/30/2025	PRINTED	001867 MISSION LINEN SUPPLY	288.44			
	DOC		INVOICE NO	ACCOUNT			AMOUNT
	8166		524836158	100-4011-55999-			288.44
8002251	10/30/2025	PRINTED	000096 ORANGE CNTY TREASURER-TAX	261,422.10			
	8235		PW260240	601-5805-55999-			256,164.59
	8253		SH72707	100-4011-56301-			1,104.51
	8254		SH72750	100-4134-55000-			4,153.00
8002252	10/30/2025	PRINTED	000096 ORANGE CNTY TREASURER-TAX	17,706.33			
	8297		SH72763	100-4134-55000-			17,706.33
8002253	10/30/2025	PRINTED	000096 COUNTY OF ORANGE	2,370.00			
	8207		Z2664817	600-5803-56102-			790.00
	8208		Z2664816	600-5803-56102-			790.00
	8211		Z2664796	600-5803-56102-			790.00
8002254	10/30/2025	PRINTED	000296 ORANGE COUNTY TANK TESTIN	884.16			
	8071		26580	100-5401-56101-			884.16
8002255	10/30/2025	PRINTED	000347 ORANGE COUNTY TAX COLLECT	11,776.28			
	8837		2025-26 P 039-172-03	100-0000-50302-			384.00
	8841		2025-26 P 039-172-04	100-0000-50302-			384.00
	8842		2025-26 P 039-254-22	100-0000-50302-			1,568.34
	8843		2025-26 P 039-302-01	100-0000-50302-			574.66
	8845		2025-26 P 039-304-05	100-0000-50302-			384.00
	8863		2025-26 P 039-312-06	100-0000-50302-			1,605.88
	8864		2025-26 P 094-473-01	100-0000-50302-			384.00
	8866		2025-26 P 360-241-03	100-0000-50302-			1,359.96
	8867		2025-26 P 370-321-01	100-0000-50302-			2,999.86
	8868		2025-26 P 374-432-01	100-0000-50302-			384.00
	8869		2025-26 P 375-071-01	100-0000-50302-			1,747.58
8002256	10/30/2025	PRINTED	000347 ORANGE COUNTY TAX COLLECT	759.80			
	8865		2025-26 P 360-221-03	100-0000-50302-			759.80
8002257	10/30/2025	PRINTED	006315 ORANGE MIRROR & GLASS	499.34			
	8006		96619	100-7203-56101-			499.34
8002258	10/30/2025	PRINTED	000570 P J PRINTERS INC	1,373.81			
	8132		232589	100-4011-80101-			1,373.81
8002259	10/30/2025	PRINTED	025164 DANIEL PALACIOS	264.24			
	8116		9639-07	600-0000-11106-			264.24
8002260	10/30/2025	PRINTED	001069 PARKHOUSE TIRE INC	1,915.07			
	8175		1020299567	100-0000-15203-			1,915.07

AP CHECK RECONCILIATION REGISTER

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FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002261	10/30/2025	PRINTED	001219 PEERLESS MATERIALS COMPAN	3,289.39			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		8229	116259	100-0000-15201-			3,289.39
8002262	10/30/2025	PRINTED	020694 SHINE PRO DETAIL SUPPLIES	120.79			
		8241	14119	100-3121-53201-			120.79
8002263	10/30/2025	PRINTED	001325 PEST OPTIONS, INC	5,620.00			
		8076	467671	100-7203-56999-			285.00
		8077	467059	100-7203-56999-			230.00
		8079	466629	100-7203-56999-			230.00
		8084	466454	100-7203-56999-			290.00
		8085	466439	100-7203-56999-			290.00
		8086	466435	100-7203-56999-			225.00
		8088	466368	100-7203-56999-			285.00
		8089	465735	100-7203-56999-			230.00
		8090	467723	100-7203-56999-			370.00
		8091	467738	100-7203-56999-			290.00
		8092	467882	100-7203-56999-			230.00
		8093	468274	100-7203-56999-			230.00
		8094	467753	100-7203-56999-			290.00
		8095	467734	100-7203-56999-			225.00
		8099	468958	100-7203-56999-			225.00
		8100	468898	100-7203-56999-			285.00
		8102	468962	100-7203-56999-			290.00
		8103	469109	100-7203-56999-			230.00
		8104	469586	100-7203-56999-			230.00
		8105	470241	100-7203-56999-			370.00
		8106	468977	100-7203-56999-			290.00
8002264	10/30/2025	PRINTED	001325 PEST OPTIONS, INC	135.00			
		8107	470655	100-7203-56999-			135.00
8002265	10/30/2025	PRINTED	000314 PETE'S ROAD SERVICE INC	384.29			
		8174	25-0875644-00	100-5401-56999-			384.29
8002266	10/30/2025	PRINTED	025167 RYAN PLASTER	108.11			
		8122	55681-06	600-0000-11106-			108.11
8002267	10/30/2025	PRINTED	000130 POWERSTRIDE BATTERY CO	1,863.92			
		8172	E695917	100-0000-15203-			1,431.23
		8173	E696821	100-0000-15203-			432.69
8002268	10/30/2025	PRINTED	001876 PRADO FAMILY SHOOTING RAN	900.00			
		8252	7634	100-4011-55000-			900.00
8002269	10/30/2025	PRINTED	025165 PROFFESIONAL PLUMBING AND	81.62			
		8117	62294-05	600-0000-11106-			81.62
8002270	10/30/2025	PRINTED	020681 PROVIDENCE MEDICAL FOUNDA	35.00			

AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	8140	199933	100-1842-42110-				35.00
8002271	10/30/2025	PRINTED	007130 PTI SAND & GRAVEL INC	3,824.74			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	8245	0156770	600-5803-81999-				3,824.74
8002272	10/30/2025	PRINTED	020742 RAPID FIRE SAFETY & SECUR	52.00			52.00
	8209	706434924	100-5601-56101-				
8002273	10/30/2025	PRINTED	000331 RED WING BUSINESS ADVANTA	500.00			500.00
	8215	855ST1-2156866	730-1306-54101-				
8002274	10/30/2025	PRINTED	002131 RELIANCE STANDARD LIFE IN	20,633.02			10,366.93
	8224	202510 BG #01000001	100-0000-20437-				10,266.09
	8224	202510 BG #01000001	100-0000-20417-				
8002275	10/30/2025	PRINTED	020543 RENEWELL FLEET SERVICE LL	1,911.47			1,911.47
	8212	7794	100-0000-15203-				
8002276	10/30/2025	PRINTED	000351 ROSEBURROUGH TOOL INC	1,481.19			1,048.90
	8857	823801	263-5201-53201-				432.29
	8859	824670	263-5201-53201-				
8002277	10/30/2025	PRINTED	012784 S C SIGNS & SUPPLIES LLC	7,896.13			619.56
	8145	263915	100-5201-53201-				7,276.57
	8171	263381	100-5201-53201-				
8002278	10/30/2025	PRINTED	004256 MICHAEL SELLERS	243.00			243.00
	8177	09/22-24/2025RB	100-4011-57101-				
8002279	10/30/2025	PRINTED	000372 SELMAN CHEVROLET CO	40.52			40.52
	8064	645781	100-0000-15203-				
8002280	10/30/2025	PRINTED	004604 SHRED-WISE INC	55.00			55.00
	7889	5757081925	100-6001-53101-				
8002281	10/30/2025	PRINTED	025071 SIERRA ANALYTICAL LABS IN	287.50			57.50
	8233	5J21003-	600-5802-55999-				57.50
	8234	5J26019-	600-5802-55999-				57.50
	8236	5J21002-	600-5802-55999-				57.50
	8242	5J26020-	600-5802-55999-				57.50
	8244	5J13002-	600-5802-55999-				57.50
8002282	10/30/2025	PRINTED	000396 STATE OF CALIF DEPT OF JU	337.00			305.00
	7941	850546	100-1401-55101-				32.00
	7941	850546	100-1201-53199-				
8002283	10/30/2025	PRINTED	001303 SUNRISE MULTISPECIALIST M	80.00			15.00
	8216	00200282-00	730-1306-50203-				65.00
	8218	00200297-00	730-1306-50203-				

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002284	10/30/2025	PRINTED	020105 SUPERIOR PAVEMENT MARKING	4,500.00			
		DOC	INVOICE NO	ACCOUNT			AMOUNT
		8146	21313	100-5201-56999-			4,500.00
8002285	10/30/2025	PRINTED	000402 SUSAN SAXE-CLIFFORD PHD	450.00			
		8250	25-1027-1	100-1401-55101-			450.00
8002286	10/30/2025	PRINTED	025098 SVT FLEET LLC	5,581.90			
		8213	RA774005471.01	100-5401-56999-			5,581.90
8002287	10/30/2025	PRINTED	015776 THE COUNSELING TEAM INTER	1,181.25			
		8220	INV106914	731-1306-55999-			1,181.25
8002288	10/30/2025	PRINTED	003155 TRI-AD	688.75			
		8243	95421294	100-1401-55999-			688.75
8002289	10/30/2025	PRINTED	019458 TUNNELWORKS SERVICES INC	17,163.56			
		8158	2165	601-5301-87102-			17,163.56
8002290	10/30/2025	PRINTED	000001 U S ARMOR CORP	4,324.16			
		8168	51039	100-4011-54101-			2,309.12
		8307	50989	720-5401-80301-			2,015.04
8002291	10/30/2025	PRINTED	001563 ULINE	1,148.62			
		8251	199509707	100-4121-53199-			1,148.62
8002292	10/30/2025	PRINTED	009462 UNITED AUTOMOTIVE SERVICE	109.95			
		8178	137331	100-5401-56999-			109.95
8002293	10/30/2025	PRINTED	025184 VIJAY VANAMAREDDY	811.07			
		8127	93136-00	600-0000-11106-			811.07
8002294	10/30/2025	PRINTED	025168 DENISE VELAZQUEZ	97.52			
		8123	62352-04	600-0000-11106-			97.52
8002295	10/30/2025	PRINTED	001845 VERIZON WIRELESS	11,738.69			
		8911	6125660739	100-7001-56201-			1,870.01
		8912	6125643984	100-1822-56201-			155.44
		8914	6125745450	600-5802-56201-			3,120.67
		8915	6125711622	100-1201-56201-			25.21
		8915	6125711622	100-1601-56201-			411.68
		8916	6125745448	100-6301-56201-			419.70
		8916	6125745448	100-6201-56201-			230.35
		8916	6125745448	210-6301-55105-			219.04
		8918	6125643985	100-5001-56201-			2,484.70
		8918	6125643985	601-5301-56201-			1,480.25
		8918	6125643985	270-5201-56201-			1,004.45
		8918	6125643985	100-5401-56201-			211.46
		8918	6125643985	100-5101-56201-			52.87

AP CHECK RECONCILIATION REGISTER

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FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	8918		6125643985 601-1601-80299-				52.86
8002296	10/30/2025	PRINTED	001845 VERIZON WIRELESS	3,299.63			
	DOC		INVOICE NO				AMOUNT
	8133		6126211672 100-4011-56201-				160.07
	8133		6126211672 100-4121-56201-				390.05
	8133		6126211672 100-4134-56201-				20.02
	8134		6126148947 100-4011-56201-				2,394.63
	8134		6126148947 100-4121-56201-				116.58
	8134		6126148947 450-4141-56201-				218.28
8002297	10/30/2025	PRINTED	009050 VULCAN MATERIALS CO	529.72			
	8157		4828978 263-5201-53201-				529.72
8002298	10/30/2025	PRINTED	000431 W W GRAINGER INC	938.44			
	8073		9674312070 100-0000-15203-				169.63
	8075		9679291857 100-0000-15203-				22.43
	8221		9675866983 600-5802-56102-				746.38
8002299	10/30/2025	PRINTED	002319 WATERLINE TECHNOLOGIES	4,618.24			
	8144		5767899 600-5802-53201-				937.68
	8148		5767898 600-5802-53201-				350.83
	8156		5767897 600-5802-53201-				472.03
	8159		5767896 600-5802-53201-				605.99
	8160		5767895 600-5802-53201-				472.03
	8161		5767894 600-5802-53201-				1,052.50
	8164		5767893 600-5802-53201-				727.18
8002300	10/30/2025	PRINTED	000439 WEST COAST ARBORISTS INC	21,722.00			
	8162		234766 100-5501-56103-				1,008.00
	8163		234336-A 100-5501-56103-				2,072.00
	8165		234778 601-5501-56999-				18,642.00
8002301	10/30/2025	PRINTED	018330 WILCOX SUPPLY INC	84.43			
	8308		319898-1 100-0000-15203-				12.91
	8309		319898-2 100-0000-15203-				71.52
8002302	10/30/2025	PRINTED	025162 JULIE M WORKMAN	35.81			
	8113		41750-06 600-0000-11106-				35.81
8002303	10/30/2025	PRINTED	018725 YUNEX LLC	18,312.43			
	8153		5610006197 100-5702-56999-				5,129.46
	8154		5610006226 100-5702-56999-				1,908.30
	8179		5610006500 100-5702-56999-				5,364.30
	8182		5610006198 100-5702-56999-				5,516.23
	8183		5610006196 100-5702-56999-				394.14
8002304	10/30/2025	PRINTED	000452 ZUMAR INDUSTRIES INC	665.10			
	8169		11113 100-5201-53201-				665.10

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
82225	10/16/2025	WIRE	004255 US BANK NATIONAL ASSOC ND	21,736.43			
82325	09/17/2025	WIRE	099999 P-CARD -TRANSACTIONS	86,788.03			

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
115 CHECKS	FINAL TOTAL	2,094,860.35	.00
** END OF REPORT - Generated by Holli Kittleson **			



City of Orange
Finance Department - PAYROLL

PAYROLL WARRANT INFORMATION

PAY PERIOD:	to
PAYCHECK DATE:	
TOTAL AMOUNT (CHECKS & DIRECT DEPOSIT) :	
<i>Total Employees Paid:</i>	<i>Total Vendors Paid :</i>

Requestor Signature:	
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In accordance with Government Code Section 37202, I hereby certify and attest that the referenced demand conforms with the approved budget. I also certify and attest to the accuracy of the demands and the availability of funds for payment thereof.

Please review and approve before: _____

Date: _____ _____ <p style="text-align: right;"><i>Trang Nguyen,</i> <i>Finance Director</i></p>	Comments:
Date: _____ _____ <p style="text-align: right;"><i>Pamela Coleman,</i> <i>City Clerk</i></p>	Comments:



**City of Orange
Finance Department - PAYROLL**

PAYROLL WARRANT INFORMATION

PAY PERIOD:	_____ to _____
PAYCHECK DATE:	_____
TOTAL AMOUNT (CHECKS & DIRECT DEPOSIT) :	
<i>Total Employees Paid:</i>	<i>Total Vendors Paid :</i>

Requestor Signature: 

In accordance with Government Code Section 37202, I hereby certify and attest that the referenced demand conforms with the approved budget. I also certify and attest to the accuracy of the demands and the availability of funds for payment thereof.

Please review and approve before: _____

<p>Date: _____</p> <p align="right">_____ <i>Trang Nguyen, Finance Director</i></p>	<p align="center">Comments:</p>
<p>Date: _____</p> <p align="right">_____ <i>Pamela Coleman, City Clerk</i></p>	<p align="center">Comments:</p>



Agenda Item

Orange City Council

Item #: 3.3.

11/12/2025

File #: 25-0633

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

1. SUBJECT

Approval of minutes of the City of Orange City Council Regular Meeting held on October 28, 2025.

2. SUMMARY

Submitted for your consideration and approval are the minutes of the above meeting.

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- October 28, 2025, Regular Meeting minutes



Agenda Item

Orange City Council

Item #: 3.3.

11/12/2025

File #: 25-0633

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

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2. SUMMARY

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3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- October 28, 2025, Regular Meeting minutes

MINUTES - DRAFT

City of Orange

Orange City Council

October 28, 2025

The City Council of the City of Orange, California convened on Tuesday, October 28, 2025, at 5:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

Pursuant to Government Code Section 54953(b), Councilmember Gyllenhammer participated in this meeting via teleconference from the Business Center, Marriott Hotel & Golf Club at Champion Circle, 3300 Championship Pkwy, Fort Worth TX 76177. A copy of the agenda was posted at this location.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

Mayor Slater called Closed Session to order at 5:00 p.m.

1.1 ROLL CALL

Present: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Absent: None

Councilmember Gyllenhammer participated via teleconference. Councilmember Gutierrez joined Closed Session at 5:07 p.m.

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public Speaker:

In regards to Item 3a, Adrienne Gladson spoke about the importance of retaining employees.

Councilmember Gyllenhammer confirmed there was no one present to speak at his location.

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:06 p.m. with all Members present, except Councilmember Gutierrez who joined Closed Session at 5:07 p.m., to discuss the following:

a. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

City Negotiators: Jarad Hildenbrand, City Manager; Cody Kleen, Assistant Human Resources Director

Employee Organizations: International Brotherhood of Electrical Workers (IBEW) Local 47 (Maintenance and Crafts and Water Division) and Top Management

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)
(One potential case)

In addition to the Closed Session item titles, City Attorney Adourian made the following announcement: The City Council will meet in Closed Session to discuss potential litigation against the City as set forth in correspondence dated October 22, 2025, from Carstens, Black & Minter, LLP, on behalf of their clients, regarding the proposed amendments to the City's Design Review Ordinance. A copy of the October 22, 2025, correspondence is available for inspection at the Office of the City Clerk located at 300 E. Chapman Avenue, Orange, CA 92866.

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

Closed Session was adjourned at 6:08 p.m.

6:00 PM REGULAR SESSION**1. OPENING/CALL TO ORDER**

Mayor Slater called the meeting to order at 6:20 p.m.

1.1 INVOCATION

Given by Reverend Dr. Robb Ring from Immanuel Lutheran Church of Orange.

1.2 PLEDGE OF ALLEGIANCE

Led by Councilmember Ana Gutierrez.

1.3 ROLL CALL

Present: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Absent: None

Councilmember Gyllenhammer participated via teleconference.

1.4 PRESENTATIONS/ANNOUNCEMENTS

Memorial Adjournment in honor of John Thomas Moore.

1.5 REPORT ON CLOSED SESSION ACTIONS

None

2. PUBLIC COMMENTS

Councilmember Gyllenhammer confirmed there was no one present to speak at his location.

Public Speakers:

Greg Arrowsmith spoke about items missing from an American Legion Museum display.

Laurie Cesena spoke about an alleged illegal structure in her neighborhood.

Cynthia Gonzalez spoke about ongoing federal immigration raids.

Mary Oberschlake spoke in opposition of the Resolution adopted by Council at the October 14 meeting opposing Proposition 50.

Mel Vernon spoke about protecting democracy and a recent protest in Yorba Park.

Michael Ristig urged the Council to follow the example of neighboring cities taking action to provide assistance to immigrants.

Adrienne Gladson spoke about the ongoing efforts of the community group United Neighborhoods of Orange.

Written Public Comments

Janice Brownfield submitted an email recognizing John Thomas Moore's contribution to protecting the City's natural spaces and the importance of implementing a Citywide Active Transportation Plan.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda.

ACTION: Approved.

3.2. Approval of minutes of the City of Orange City Council Regular Meeting held on October 14, 2025.

ACTION: Approved minutes as presented.

3.3. Agreement with Mark Thomas and Company, Inc. for transportation planning services to develop a Citywide Active Transportation Plan.

A speaker card was submitted for Item 3.3; therefore, the item was removed from the Consent Calendar for separate consideration.

Public Speaker:

Jake Comer spoke in support.

Staff confirmed the project would be funded through grants and Transportation System Improvement Project (TSIP) funds.

ACTION: A motion was made by Councilmember Dumitru, seconded by Councilmember Gutierrez, to approve the agreement with Mark Thomas and Company, Inc. in the total amount of \$384,781 representing the cost of transportation planning services of \$349,781, plus a \$35,000 contingency; and authorize the Mayor and the City Clerk to execute on behalf of the City. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: None

Absent: None

3.4. Agreement with the State of California, Department of Alcoholic Beverage Control for the Alcoholic Beverage Control/Office of Traffic Safety Grant Program from October 1, 2025, through August 31, 2026. Resolution No. 11641.

ACTION: 1) Approved the agreement with the State of California, Department of Alcoholic Beverage Control in the amount of \$30,000 for the Alcoholic Beverage Control/Office of Traffic Safety Grant Program; and authorized the City Manager to execute on behalf of the City.

2) Adopted Resolution No. 11641. A Resolution of the City Council of the City of Orange accepting funds in the amount of \$30,000 from the State of California, Department of Alcoholic Beverage Control for the ABC-OTS Grant Program, and authorizing the City Manager to execute all grant documents on behalf of the City.

3) Accepted into the City's General Fund (100) revenue budget \$30,000 in grant funds from the State of California, Department of Alcoholic Beverage Control to:

100-4133-43299-264001 State-Other

4) Authorized the appropriation of \$30,000 into the following expenditure accounts:

100-4133-51003-264001 Overtime - Safety \$29,000

100-4133-57101-264001 Training/Conference/Meeting \$ 1,000

3.5. Appropriation of \$41,702 in designated grant funding received from California Library Literacy Services.

ACTION: 1) Accepted into the City's General Fund (100) revenue budget \$41,702 in grant funds from California Library Literacy Services to:

100-2001-48101-262101-48 California Literacy Grant FY26

2) Authorized the appropriation of \$41,702 to General Fund (100) as follows:

100-2101-53101-262101-20 Materials and Supplies \$15,918

100-2101-59998-262101-10 Part-time Miscellaneous Salaries \$25,784

Approval of the Consent Calendar

Item 3.3 was removed from the Consent Calendar and heard separately. All other items were approved as recommended.

A motion was made by Councilmember Gutierrez, seconded by Councilmember Barrios, to approve the Consent Calendar as recommended. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

END OF CONSENT CALENDAR

* * * * *

4. REPORTS FROM MAYOR SLATER

Mayor Slater announced there are currently vacancies on the CDBG Program Committee and the Investment Advisory Committee. Applications are available on the City's website.

5. REPORTS FROM COUNCILMEMBERS

5.1. Highlight Local Business (Gutierrez)

Councilmember Gutierrez highlighted the following local business: Loaded Cafe and My Panecito.

5.2. Additions/Reforms to OMC Chapter 2.10 (Campaign Reform) to increase transparency and accountability to the public (Dumitru)

Councilmember Dumitru requested to work with the City Attorney's Office to revise contribution limits and transfers in the Campaign Reform Ordinance. Following a brief discussion, Council concurred and established a subcommittee consisting of Councilmembers Dumitru and Barrios to work with the City Attorney's Office on the proposed revisions.

5.3. Historic Preservation Ordinance (Barrios & Gutierrez)

Councilmembers Barrios and Gutierrez requested that a Historic Preservation Ordinance be added to a future agenda, expressing concern that proceeding with the revised DRC Ordinance on the current agenda could delay or prevent consideration of the Historic Preservation Ordinance.

Public Speakers:

Reggie Mundekis spoke in opposition.

The following spoke in support of Council considering a Historic Preservation Ordinance: Patti Ricci, Diana Zdenck, Susanna Branch, Sue Vours, Maryanne Skorpanich, and Kathleen Voss.

Written Public Comments

The following submitted eComments in support of Council considering a Historic Preservation Ordinance: Tony Trabucco, Adrienne Gladson, Ron Brown, Leslie Manderscheid, Jeff Frankel, Vickie Laughlin, Jeannette McClain, Ashley Brodtkin, and Bruce Finn.

During discussion staff noted the intent to agendize an agreement with a consultant to develop a Historic Preservation Ordinance specific to the City of Orange. Council asserted support for a Historic Preservation ordinance and directed staff to return with a proposed agreement for consideration.

6. AB 1234 REPORTS

None

7. REPORTS FROM CITY MANAGER

None

8. PUBLIC HEARINGS

8.1. Public Hearing to consider introduction and First Reading of an ordinance amending Title 12, Title 16, and Title 17 of the Orange Municipal Code modifying the duties and responsibilities of the Design Review Committee. Ordinance No. 18-25.

Planning Manager Hayden Beckman provided a brief staff report utilizing a PowerPoint presentation.

Mayor Slater opened the Public Hearing at 8:03 p.m.

Public Speakers:

The following spoke in opposition of approval: Carol Craig, Carol Fox, Diana Zdenck, Amy Minter, Sue Vours, Maryanne Skorpanich, Laurie Sandoval, Laura Thomas, Tom Loughrey, Jerico Farfan, and Adrienne Gladson.

Reggie Mundekis spoke in support of approval.

Written Public Comments

The following submitted eComments opposing approval: Doug Hamilton; Alan Hess, Preserve Orange County; Tony Trabucco; Ron Brown; Andrea McCullough; Leslie Manderscheid; Jeff Frankel; Vickie Laughlin; Jeannette McClain; and Bruce Finn.

Mayor Slater closed the Public Hearing at 8:32 p.m.

During discussion, staff clarified any projects located in a historic district would still be required to be reviewed by DRC. In addition, all historic inventories are covered in the Ordinance; and, if adopted, the proposed Ordinance would not alter the General Plan.

A motion was made by Mayor Slater, seconded by Councilmember Dumitru to introduce and conduct First Reading of Ordinance No. 18-25.

After further discussion, Councilmember Barrios requested an amendment to the motion adding a sunset clause to the proposed ordinance. Mayor Slater dissented.

A substitute motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to introduce and conduct First Reading of Ordinance No. 18-25 with an added sunset clause of June 30, 2026. The motion failed by the following vote:

Ayes: Barrios, Gutierrez, and Tavoularis
Noes: Bilodeau, Dumitru, Gyllenhammer, and Slater
Absent: None

Following the failed substitute motion, Mayor Slater called for the vote on the main motion.

A motion was made by Mayor Slater, seconded by Councilmember Dumitru to introduce and conduct First Reading of Ordinance No. 18-25.

During discussion, staff responded to Council's questions regarding the appeal process and clarified the notification process. Staff verified residents have the capability to sign up for notices of projects.

Councilmember Dumitru requested to amend the motion to update existing code definitions to include all historic inventories. Mayor Slater agreed to the amendment.

An amended motion was made by Mayor Slater, seconded by Councilmember Dumitru, to introduce and conduct First Reading of Ordinance No. 18-25 with an updated definition of historic building inventory to include all historical inventories. An Ordinance of the City Council of the City of Orange amending Title 12, Title 16, and Title 17 of the Orange Municipal Code to update duties and responsibilities of the Design Review Committee. The motion carried by the following vote:

Ayes: Bilodeau, Dumitru, Tavoularis, Gyllenhammer, and Slater
Noes: Barrios, and Gutierrez
Absent: None

9. ADMINISTRATIVE REPORTS

Councilmember Barrios recused herself from Item 9.1 due to a potential conflict with nearby property and left the meeting at 9:15 p.m.

9.1. Establishment of permit parking for the Downtown Commercial Core paid parking areas. Resolution No. 11642.

In response to Council's questions, staff reviewed criteria for the permit program. Council discussed bifurcating the residential portion and continuing the commercial portion to a future meeting.

Staff was directed to return with a subsequent resolution which adds clarifying criteria to the commercial portion of the program including limiting the number of permits issued.

A motion was made by Councilmember Dumitru, seconded by Councilmember Gutierrez, to bifurcate the residential and commercial program and adopt Resolution No. 11642 approving the residential portion of the permit program and continuing the commercial portion of the permit program to the December 9, 2025, Council meeting. A Resolution of the City Council of the City of Orange establishing permit program; permit fees; within paid parking meter zones. The motion carried by the following vote:

Ayes: Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: Bilodeau

Absent: None

Recuse: Barrios

9.2. Approval of an “Adopt a Box” Utility Box Art and Sponsorship Program in the City.

During discussion, staff was directed to consider a patriotic theme for the first couple of utility boxes.

A motion was made by Councilmember Gutierrez, seconded by Mayor pro tem Bilodeau, to approve "Adopt a Box" Utility Box Art and Sponsorship Program and authorize staff to solicit artists and sponsors for the program. The motion carried by the following vote:

Ayes: Bilodeau, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: None

Absent: Barrios

10. ADJOURNMENT

There being no further business, the meeting was adjourned in Memory of John Thomas Moore at 9:38 p.m.

Pursuant to Resolution No. 11433, the next Regular City Council meeting will be held on Wednesday, November 12, 2025, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

PAMELA COLEMAN
CITY CLERK

DANIEL R. SLATER
MAYOR



Agenda Item

Orange City Council

Item #: 3.4.

11/12/2025

File #: 25-0575

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Agreement between the City of Orange and Environmental System Research Institute, Inc. for the Citywide Geographic Information System Small Government Enterprise Agreement Annual Subscription, Enterprise Advantage Program, and Data Interoperability Extension for Desktop ArcGIS.

2. SUMMARY

The Environmental System Research Institute Small Government Enterprise Agreement is a three-year agreement that will grant the City access to Geographic Information System software on an unlimited basis including maintenance on all software for the term of the agreement.

3. RECOMMENDED ACTION

Approve the agreement with Environmental System Research Institute, Inc. in the amount of \$541,895 for the Citywide Geographic Information System Enterprise License Agreement, Enterprise Advantage Program, and Data Interoperability Extension for Desktop ArcGIS; and authorize the Mayor and City Clerk to execute on behalf of the city.

4. FISCAL IMPACT

The expense for this agreement is \$163,115 and will be funded in General Fund (100):

100-1601-56999 Other Repair / Maintenance Services	\$121,015
100-1601-55999 Other Professional / Technical Services	\$42,100

This agreement is for three years totaling \$541,895, payable in annual installments totaling \$186,165 for FY2026-27 and \$192,615 for FY2027-28. Future installments will be requested in conjunction with annual operating budget.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City's Geographic Information System (GIS) is managed within the Public Works Department. GIS has transformed the way City information is accessed across all departments and by the public. What was once available only as paper or PDF maps is now accessible to both staff and the public through the City's GIS City Map, and internally through the GIS Enterprise Portal, which provides access to web layers, maps, and mobile applications. In addition, the GIS system continues to support the City-wide land management and asset management software and database.

Three years ago, the City Council renewed, for the second time, a three-year agreement with Environmental System Research Institute, Inc. (ESRI) for the Small Government Enterprise Agreement (SGEA) and the ESRI Enterprise Advantage Program (EEAP). This agreement expanded the City's enterprise GIS software licensing and provided resources for application development, data conversion, and staff training. At that time, the City also purchased two licenses for the Data Interoperability Extension to support the efficient processing of external datasets.

Since the initial ESRI agreement, the City has developed and maintained a centralized GIS database that serves as a cross-departmental data resource through the GIS Enterprise Portal. GIS has become an integral part of City operations and is increasingly integrated with business systems across all City departments. This centralized database, along with ESRI's ArcGIS Living Atlas, enables staff to quickly deploy ArcGIS Solutions-preconfigured applications and workflows designed for local government use-with minimal data conversion. These solutions can be implemented within both the City's internal Enterprise Portal and the public City Maps.

The ESRI SGEA provides enterprise-level access to ESRI software and support services. This agreement is tailored for cities with populations between 125,000 and 150,000 and offers the following benefits:

- Lower cost per unit for licensed software
- Reduced administrative and procurement expenses
- Maintenance on all ESRI software deployed under the agreement
- Flexibility to deploy software products as needed
- Unlimited deployments of GIS software throughout the City
- Hosted user conference for participating agencies

The SGEA is a three-year agreement totaling \$360,900, to be paid for in three annual installments of \$120,300 each, covering the period December 8, 2025, through December 7, 2028. The SGEA is only available for a three-year term.

The City also participates in the ESRI Enterprise Advantage Program (EEAP) that provides a flexible and scalable framework to help organizations maximize their investment in ESRI technology. The program includes Technical Advisor (TA) hours and Learning and Services Credits, which the City can use for consulting, training, managed cloud services, and premium support. A dedicated TA serves as the City's advocate and liaison to identify activities that align with both short- and long-term GIS goals. The EEAP is a three-year agreement with a total value of \$178,850.

Finally, the City also procures the ArcGIS Data Interoperability Extension which enhances the City's GIS capabilities by allowing staff to seamlessly convert, analyze, and share spatial data between multiple formats used in planning, engineering, and public works applications. The extension also enables automation of routine data conversion and integration tasks, reducing manual processing time and improving data consistency across systems. Two licenses, which are used by the City's GIS

staff, are proposed at a total cost of \$2,145 (\$357.50 per license per year) for the three-year term of the agreement.

A summary of total authorized costs by fiscal year is presented below:

Fiscal Year	Interoperability Extension	SGEA Cost	EEAP Cost	Total
2025/26	\$715	\$120,300	\$42,100	\$163,115
2026/27	\$715	\$120,300	\$65,150	\$186,165
2027/28	\$715	\$120,300	\$71,600	\$192,615
Total	\$2,145	\$360,900	\$178,850	\$541,895

7. ATTACHMENTS

- ESRI Agreement



Agenda Item

Orange City Council

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11/12/2025

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7. ATTACHMENTS

- ESRI Agreement



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-555260

Date: September 12, 2025

Customer # 19192 Contract # ENTERPRISE AGREEMENT

City of Orange
 Public Works
 300 E Chapman Ave
 Orange, CA 92866-1508

ATTENTION: Steve Scardina
 PHONE: (714) 744-5528
 EMAIL: sscardina@cityoforange.org

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 8/12/2025 To: 11/10/2025

SGEA 12/08/2025 - 12/07/2028

Material	Qty	Term	Unit Price	Total
193208	1	Year 1	\$120,300.00	\$120,300.00
Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				
193208	1	Year 2	\$120,300.00	\$120,300.00
Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				
193208	1	Year 3	\$120,300.00	\$120,300.00
Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				

Advantage Program 12/08/2025 - 12/07/2026

Material	Qty	Term	Unit Price	Total
111005	1	Year 1	\$42,100.00	\$42,100.00

Esri Advantage Program: Advisor Only Renewal - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Advisor hours; and access to our Quarterly Technology Webcasts. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
 Natalie Carter

Email:
 ncarter@esri.com

Phone:
 (909) 793-2853 x7419

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-555260

Date: September 12, 2025

Customer # 19192 Contract # ENTERPRISE AGREEMENT

City of Orange
 Public Works
 300 E Chapman Ave
 Orange, CA 92866-1508

ATTENTION: Steve Scardina
 PHONE: (714) 744-5528
 EMAIL: sscardina@cityoforange.org

To expedite your order, please attach a copy of this quotation to your purchase order. Quote is valid from: 8/12/2025 To: 11/10/2025

Advantage Program 12/08/2026
 – 12/07/2027

Material	Qty	Term	Unit Price	Total
161877	1	Year 1	\$65,150.00	\$65,150.00

Small Government and Local Utility EA Esri Advantage Program: 50 Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Advisor hours; Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>.

Advantage Program 12/08/2027
 – 12/07/2028

Material	Qty	Term	Unit Price	Total
161877	1	Year 1	\$71,600.00	\$71,600.00

Small Government and Local Utility EA Esri Advantage Program: 50 Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Advisor hours; Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Natalie Carter	Email: ncarter@esri.com	Phone: (909) 793-2853 x7419
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



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 PHONE: (714) 744-5528
 EMAIL: sscardina@cityoforange.org

ArcGIS DATA INTEROPERABILITY
12/08/2025 – 12/07/2026

Material	Qty	Term	Unit Price	Total
165555	2		\$357.50	\$715.00

ArcGIS Data Interoperability for ArcGIS Online Creator, Professional, or Professional Plus, User Type Annual Subscription

ArcGIS DATA INTEROPERABILITY
12/08/2026 – 12/07/2027

Material	Qty	Term	Unit Price	Total
165555	2		\$357.50	\$715.00

ArcGIS Data Interoperability for ArcGIS Online Creator, Professional, or Professional Plus, User Type Annual Subscription

ArcGIS DATA INTEROPERABILITY
12/08/2027 – 12/07/2028

Material	Qty	Term	Unit Price	Total
165555	2		\$357.50	\$715.00

ArcGIS Data Interoperability for ArcGIS Online Creator, Professional, or Professional Plus, User Type Annual Subscription

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For questions contact: Natalie Carter	Email: ncarter@esri.com	Phone: (909) 793-2853 x7419
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Subtotal:	\$541,895.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$541,895.00

*Pricing is based on the Small Government Enterprise Licensing Agreement prices of 2025.
 Advantage program part numbers 111005 and 161877 are subject to existing agreement 00315014.0

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Natalie Carter	Email: ncarter@esri.com	Phone: (909) 793-2853 x7419
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ATTENTION: Steve Scardina
PHONE: (714) 744-5528
EMAIL: sscardina@cityoforange.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Natalie Carter

Email:
ncarter@esri.com

Phone:
(909) 793-2853 x7419

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Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-5)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	75	ArcGIS Enterprise Contributor User Type	75
ArcGIS Online Mobile Worker User Type	250	ArcGIS Enterprise Mobile Worker User Type	250
ArcGIS Online Creator User Type	250	ArcGIS Enterprise Creator User Type	250
ArcGIS Online Professional User Type	60	ArcGIS Enterprise Professional User Type	60
ArcGIS Online Professional Plus User Type	60	ArcGIS Enterprise Professional Plus User Type	60
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	60 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	60 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	60	ArcGIS Location Sharing for ArcGIS Enterprise	60
ArcGIS Online Service Credits	150,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	75

Other Benefits

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

CITY OF ORANGE, a municipal corporation
(Customer)

By: _____
Authorized Signature

Printed Name: Daniel R. Slater

Title: Mayor

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: 
Annette Kazandjian (Oct 7, 2025 16:32:43 PDT)
Authorized Signature

Printed Name: Annette Kazandjian

Title: Managing Business Attorney

Date: Oct 7, 2025

CUSTOMER CONTACT INFORMATION

Contact: Jim McPherson

City of Orange - DPW

Address: 300 E. Chapman Avenue

City, State, Postal Code: Orange, CA 92866

Country: Orange

Quotation Number (if applicable): Q-555260

Telephone: 714-744-5564

Fax: 714-744-5573

E-mail: jmcpherson@cityoforange.org

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney √

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
 - c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
 - b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

City of Orange - SGEA

Final Audit Report

2025-10-07

Created:	2025-10-07
By:	Joe Collins (jcollins@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjK0ahoE_7HN255UXx7rHfQyxQk38Zofe

"City of Orange - SGEA" History

-  Document created by Joe Collins (jcollins@esri.com)
2025-10-07 - 5:26:27 PM GMT- IP address: 155.226.129.248
-  Document emailed to Annette Kazandjian (akazandjian@esri.com) for signature
2025-10-07 - 5:28:40 PM GMT
-  Email viewed by Annette Kazandjian (akazandjian@esri.com)
2025-10-07 - 11:32:32 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Annette Kazandjian (akazandjian@esri.com)
Signature Date: 2025-10-07 - 11:32:43 PM GMT - Time Source: server- IP address: 99.55.163.252
-  Agreement completed.
2025-10-07 - 11:32:43 PM GMT



Agenda Item

Orange City Council

Item #: 3.5.

11/12/2025

File #: 25-0621

TO: Honorable Mayor and Members of the City Council
THRU: Jarad Hildenbrand, City Manager
FROM: Steven Scardina, Information Technology Manager

1. SUBJECT

Agreements with C3 Office Solutions, LLC, dba C3 Tech for copier lease and managed print services.

2. SUMMARY

The City utilizes a combination of heavy-duty copiers and light duty desktop printers for print production. The five-year lease agreement provides seven new copiers while the five-year managed print service agreement locks in a lower cost per page to service both printers and copiers. Approving these agreements will result in an estimated savings of \$51,000 per year.

3. RECOMMENDED ACTION

1. Approve the agreement with C3 Office Solutions, LLC as supplier and Wells Fargo Bank, National Association as lessor in the amount of \$43,162.20 for copier equipment leasing; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Approve the agreement with C3 Office Solutions, LLC dba C3 Tech for managed print services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The total expenditure for the five-year copier lease agreement is \$43,162.20 and will be funded through General Fund (100).

100-2101-56301 Rents and Leases \$21,441.60

100-1601-56301 Rents and Leases \$21,720.60

The managed print services agreement will be funded through General Fund (100).

100-1601-56999 Other Repair / Maintenance services \$80,000

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Since 2018, the City has utilized C3 for copier leasing and managed print services with some exceptions.

Copier Lease

The Library currently has four Konica / Minolta copiers on a lease agreement with Konica that has expired. These four copiers will be replaced with Sharp copiers as part of the C3 lease agreement. This also achieves a desired goal to standardize Sharp equipment. The remaining three copiers will be distributed in areas where desktop printers can be reduced.

Managed Print Services

The total expenditure for the managed print services agreement is subject to actual print usage. Based on actual historical usage, the annual cost estimate has been approximately \$131,000.00 per year. However, with projected savings from the new agreement, the revised estimate is \$80,000.00 per year, resulting in a projected \$51,000.00 savings annually.

The copier lease agreement and managed print services agreement will be executed pursuant to the cooperative purchasing agreement between the County of Orange and C3 Office Solutions LLC dba C3 Tech (Regional Cooperative Agreement Contract RCA-017-23010022 for Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services).

The City has been satisfied with C3's service, and in considering both agreements will result in overall reduction in print production costs, staff recommend approval of the copier lease and managed print services agreements.

7. ATTACHMENTS

- Copier lease agreement with C3 Office Solutions, LLC
- Managed print services agreement with C3 Tech



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Orange City Council

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Lease Agreement

Nominal Purchase Option

Financing provided by:

Wells Fargo Bank, National Association

401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400



Lease Number **420-0005334-000** dated as of **September 30, 2025**

Name and Address of Customer ("You" and "Your"):

ORANGE, CITY OF
300 E CHAPMAN AVE
ORANGE, CA 92866-1508

Billing Contact Email: _____ Phone: _____

Name and Address of Supplier ("Supplier"):

C3 OFFICE SOLUTIONS LLC
1536 E WARNER AVE
SANTA ANA, CA 92705

See attached Schedule A.

Equipment Location: 300 E CHAPMAN AVE, ORANGE, CA 92866-1508

TERM AND PAYMENT INFORMATION

1. Initial Term (Months): 60 ("Term")	4. Interest Rate: 8.4% per annum ("Interest Rate")
2. Payment: \$718.12 (plus applicable taxes)	5. Administrative Fee: \$75.00 (will be billed on your first invoice)
3. Payment Period is "Monthly" unless otherwise noted here: Monthly	6. Purchase Option Price: \$1.00

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

1. CERTAIN DEFINITIONS. "Equipment" means the property described above and all attachments, accessories, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs and Software and Software Licenses (as defined herein). "Lessee", "you" and "your" mean the party signing below as Lessee. "Lessor", "we", "us" and "our" mean the party signing below as Lessor. "Supplier" means any manufacturer, supplier, wholesaler, or other vendor of the Equipment, Software, Services and/or MNS (all as defined herein, to the extent applicable). "Stipulated Loss Value" means the sum of: (i) all past due and current Payments; (ii) the present value of (A) all remaining Payments, and (B) the Purchase Option Price, discounted at 2% per annum; and (iii) all other amounts due hereunder.

2. COMMENCEMENT. The Term will commence on the date that you satisfy all pre-conditions, as determined by us, or any later date that we designate (the "Commencement Date"). We may require that you verify your acceptance of the Equipment and such information as we may require by telephone or an executed certificate of acceptance or another method acceptable to us. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights ("Software"), we do not own and have no right, title or interest in the Software. You are responsible for entering into any license and/or other agreement (each a "Software License") with the Software Supplier no later than the Commencement Date. Such agreements are not a part of this Lease and no breach by a licensor under such agreement shall relieve you of your obligations hereunder. You will maintain each Software License in full force and effect and you will comply throughout the Term with any Software License and any default by you thereunder shall also constitute a default under this Lease. If a Supplier fails to deliver the Equipment, or the Equipment is unsatisfactory, you agree that we are not liable, and you will not make any claim against us.

3. PAYMENTS. The Interest Rate has been rounded to two decimal places for ease of reference, but interest on the Equipment cost may be calculated at the Interest Rate with more than two decimal places. The Payments have been precomputed using a 360-day year of twelve 30-day months. For purposes of the amortization of the Equipment cost, each Payment, including any Advance Payment, will be considered received on the date it is required to be paid under the Lease, and any Administrative Fee set forth herein will be considered received on the effective date of this Lease. You agree to remit all Payments in U.S. dollars to the address or account we designate on each Payment Date whether or not you receive an invoice. Unless indicated otherwise above, your first Payment will be due and payable one month after the Commencement Date, and each other Payment will be due and payable on the same day of each succeeding month (or the last day of such month if such day does not exist) (the "Payment Date"). If there are changes in the Equipment, its cost or the calculation of taxes, you authorize us to adjust the Payments by not more than 15% of the original Payment. If any Services or MNS (each as defined herein) are included in this Lease, then after the first 12 months of the Term, and at the end of each 12-month period thereafter, the Payments may be increased by up to 15% of the Payment amount in effect at the end of the prior 12-month period. You waive all rights to direct our application of your payments. We may offset any of your obligations to us from any sums we owe to you. The terms of this Lease may take into account fees we have paid to, or rebates, discounts, subsidies or other compensation or financial benefits we have received from, the Supplier or other third parties.

4. TAXES. In states assessing upfront sales and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the amount we fund under this Lease. In other states, applicable sales and use tax will be included on your invoice. To the extent any sales or use tax is due on Services or Service Payments (defined below), such sales or use tax is not included in the Payment but shall be set forth on your invoices and paid by you as and when the Payment is paid. If the Payment includes MNS, sales, use, and similar taxes will be charged on the entire bundled Payment amount rather than charged separately on each component of the Payment amount. **If you are exempt from sales and use tax, you shall provide us a valid exemption certificate prior to the Commencement Date.** You agree to pay and indemnify us from all sales, use, rental, property and other taxes, charges and fees relating to the Equipment or this Lease assessed by any governmental entity or taxing authority. Unless otherwise required by applicable law, you agree to file personal property tax returns, and pay any applicable taxes and, upon request, provide us copies of such tax returns and evidence of such payment. The parties intend that you be considered the owner of the Equipment, however, we will not be liable to you if you fail to secure any tax benefits available to the owner of the Equipment. We may notify you (and you agree to follow such notification) regarding any changes in property tax reporting and payment responsibilities.

5. LATE CHARGES. For any payment more than 5 days late, you shall pay us a late charge of the greater of 5% of the amount due or \$35.00.

6. OWNERSHIP, SECURITY INTEREST, USE, MAINTENANCE AND REPAIR. You will have title to and ownership of the Equipment. You grant us a security interest in the Equipment and all proceeds thereof to secure all obligations you owe us under this Lease and any other equipment lease or equipment loan. In the event of a default by you hereunder, title to the Equipment shall revert to us free and clear of any rights or interests of you in the Equipment. In no event shall this Lease be secured by any improved real property, building or mobile home insurable under the National Flood Insurance Program. We may file UCC financing statements, amendments and continuations. With respect to the Equipment, you shall, at your cost: (a) keep it in your exclusive control and possession and not remove it from the Equipment Location without our prior written consent; (b) USE IT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use it in conformity with all insurance and manufacturer requirements; (d) keep it repaired and maintained in good working order and as required by any applicable warranty and/or maintenance contract; (e) furnish and replace all parts as may become worn out or damaged; (f) give us access to inspect it and its maintenance and other records and pay our costs in connection therewith; (g) mark and identify it as we request; (h) not lease or sell any of it; (i) not permit it to attach to real property; (j) keep it free of all security interests, encumbrances and liens, except those in favor of us; and (k) not make any alterations, additions or improvements which detract from its value, useful life, or function. Any alterations, additions or improvements shall be deemed part of the Equipment.

7. INDEMNITY. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED, CAUSED OR ASSERTED BY ANY PERSON OR ENTITY, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT.

8. LOSS OR DAMAGE. You assume all risks of loss, theft, governmental taking, damage to or destruction of the Equipment. If any item of Equipment is damaged and can be repaired, you shall promptly notify us in writing and, at your cost, within 30 days of such damage, repair the affected item. If any item of Equipment is lost, stolen, taken by any governmental authority or damaged beyond repair, you will promptly notify us in writing and, at our option you will, at your cost, within 30 days after such event, either: (a) replace the affected item with a comparable item acceptable to us, or (b) for each affected item (calculated on the pro rata cost of the affected item(s) as compared to the total cost of all items of Equipment), pay us the Stipulated Loss Value for each such item. Upon our receipt of such Stipulated Loss Value, we will transfer to you our interest in the affected item(s) AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED. Insurance proceeds will be applied toward repair, replacement or payment owing to us.

9. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; (b) maintain commercial general liability insurance, covering personal injury and property damage and naming us as additional insured, and (c) at our request,

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ALL PAGES OF THIS AGREEMENT AND AGREES TO THE TERMS ON THE ATTACHED PAGE(S).

Lessor: **WELLS FARGO BANK, N.A.**

Lessee: **ORANGE, CITY OF**

By: _____ Date: _____

By: Daniel R. Slater, Mayor Date: _____

Print Name and Title: _____

Print Name and Title: _____

Federal Tax ID: _____

provide us evidence of such insurance. All insurance policies must be issued by carriers acceptable to us, provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and provide deductible amounts and terms acceptable to us.

10. NET LEASE; UNCONDITIONAL OBLIGATION. This Lease is a net lease. YOU SELECTED THE EQUIPMENT. SUPPLIER IS NOT OUR AGENT AND IS NOT AUTHORIZED TO MODIFY THIS LEASE. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. YOUR OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR EXPENSES OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE, INABILITY TO USE, OR MAINTENANCE OR SERVICE OF ANY EQUIPMENT, OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. If the Supplier fails to fulfill any obligation to you, you shall not make any claim against us and shall continue to fully perform hereunder. If you request and we permit the early termination of this agreement, you agree to pay a fee for such privilege.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS. You represent and warrant to us that: (a) this Lease and all related documents (together, the "Documents") constitute valid, legal and binding agreements, enforceable in accordance with their terms; (b) you have authority to enter into the Documents and your execution and performance of the Documents will not: (i) violate any judgment, order, law or regulation or any other financing; or (ii) result in any breach of, constitute a default under, or result in the creation of any lien or encumbrance upon any Equipment pursuant to any other agreement or instrument; (c) there are no suits or proceedings pending or threatened against or affecting you; (d) your exact legal name is as set forth on page 1; (e) you are and will be at all times validly existing and in good standing under the laws of the State of your organization; (f) you are and will remain qualified to do business in each jurisdiction where Equipment is located and where you conduct business; (g) you are and will remain in compliance with all laws, rules and regulations applicable to the operation of your business, the Equipment and/or its use, and at your cost you shall make all modifications and improvements to the Equipment required by law; (h) you and each person who you control or own a controlling interest in, or who owns a controlling interest in or otherwise controls you (collectively, "Representatives") are and will remain in compliance with all laws, rules, regulations and orders concerning sanctions, embargoes, and the prevention and detection of corruption, bribery, money laundering and terrorism; and (i) neither you nor any of your Representatives does or will do business in, or is or will be located in a jurisdiction subject to any territorial or country-based sanctions program or listed on any sanctions-related list of designated persons maintained or enforced by the United States government or any other jurisdiction in which you or your Representatives are located or operate or which has authority over you or your Representatives.

12. DEFAULT. You will be in default hereunder if: (a) you fail to make any payment due hereunder within 10 days of the due date; (b) you or a guarantor of your obligations under any Document ("Guarantor") (i) breach any other obligation under any Document or guaranty and fail to correct such violation within 10 days following notice; (ii) become insolvent, are dissolved, stop doing business, or a petition is filed by or against you or it under any bankruptcy or insolvency law; (iii) default under any other agreement now existing or hereafter entered into with us or any of our affiliates; and/or (iv) provide any representation or warranty or information to us that is or becomes false or misleading; (c) any Equipment is illegally used; (d) without our prior written consent, you or a Guarantor or any person or entity that directly or indirectly controls you or a Guarantor (1) experience a change in control or material change in ownership (in one or multiple transactions), (2) transfer substantially all of your or its assets, (3) merge or consolidate with another entity, or (4) experience a division or divisive merger. **Time is of the essence.**

13. REMEDIES. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value; (b) declare any other agreements between you and us in default; (c) require you to return the Equipment at your cost to a place we designate; (d) with or without legal process, repossess or disable the Equipment and we will not be responsible for any losses related to such action; (e) cause the Software Licenses and your rights thereunder to be cancelled, terminated or suspended or demand that you immediately cease using the Software and remove all Software from any piece of equipment on which it is installed, upon which you shall provide us a certificate signed by your officer indicating the same, (f) lease or sell the Equipment or any portion thereof, and apply the proceeds as may be acceptable to us; (g) charge you interest on all amounts due to us from the due date until paid at the rate of 1.5% per month; (h) charge you for expenses incurred in enforcing our remedies including repossession, repair and collection costs, attorneys' fees and court costs; and (i) cancel or terminate the Lease. You irrevocably grant to us the power to terminate or suspend any maintenance, support or other service relating to each Software License for and on your behalf upon the occurrence and during the continuance of a default. We or our designees have will have full and unrestricted access to your records, computer systems, service provider systems (if any) and facilities to verify your cessation of use, deinstallation, deletion and destruction of the Software. If we demand that you turn over the Equipment, you will deliver it in the same condition as when you received it (reasonable wear and tear excepted). You are responsible for removing all data from any digital storage device, Equipment drive or other electronic medium prior to returning or disposing of any Equipment. We shall not be liable for losses arising out of the presence or use of data residing in any Equipment returned to or repossessed by us. These remedies are cumulative and nonexclusive of any other rights and remedies at law or in equity. To the extent permitted by applicable law, you waive any rights conferred by statute or otherwise that may limit any of our rights or remedies hereunder. No failure or delay by us to exercise any right nor any course of dealing will operate as a waiver of our rights, and no waiver or consent shall be binding on us unless in writing, signed by us.

14. PURCHASE OPTION. So long as no default exists hereunder, you may at Lease expiration, purchase all (but not less than all) of our interest in the Equipment AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for the Purchase Option plus applicable taxes; provided that we will not be required to transfer our interest to you until we have received all amounts due hereunder, including but not limited to, the periodic scheduled payments, late charges, and reimbursement for property taxes (if applicable). You shall have no obligation to provide any end-of-term notice to us, and this Lease shall not be renewed.

15. JURY TRIAL WAIVER; LAW, VENUE. ALL PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY EQUIPMENT OR THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF IOWA, AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF IOWA. IN NO EVENT SHALL WE BE LIABLE FOR, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, WHICH YOU HEREBY EXPRESSLY WAIVE.

16. BILLING AND COLLECTION OF SUPPLIER PAYMENTS. You represent that any repair, maintenance and/or services relative to the Equipment ("Services") and/or any remote network monitoring and maintenance, network security services or other IT services ("Managed Network Services" or "MNS") are being provided by the Supplier and will be governed solely by your separate agreement between Supplier and you relating to such Services and/or MNS ("Service Agreement"). We are not a party to any Service Agreement, we are not responsible for any Services or MNS, and we have not made any representations or warranties with respect to such. You acknowledge that (a) we are billing you for Services and/or MNS on a pass-through basis on behalf of the Supplier; (b) we may rely on information given by Supplier to us relative to the payments due to Supplier under the Service Agreement (which amounts may be amended from time to time between Supplier and you in accordance with the terms of the Service Agreement, the "Service Payments") and we are not responsible for the accuracy of such information; and (c) if the billing arrangement between Supplier and us has terminated for whatever reason, we will cease invoicing you for the Service Payments and Supplier will be solely responsible for such billing and collection thereafter. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Lease; and (3) the portion of the Payment which relates to such Equipment includes only the full-service maintenance of such Equipment and not the use or rental of such Equipment. You acknowledge that we may (on behalf of Supplier) bill you for any supply freight fee that the Supplier charges for shipping supplies to you. You and Supplier may add, modify or remove MNS in accordance with your separate agreement and without our consent, provided that such agreement does not modify any other terms of this Lease, including without limitation, amounts payable for rental, lease or use of the Equipment. If the Supplier fails to provide any service or fulfill any other obligation to you, or if you have a dispute with the Supplier regarding the Equipment, any Services (including without limitation, any Equipment designated as "Service Only"), or any MNS, you shall not make any claim against us and shall continue to fully perform under this Lease, including continuing to pay us all Payments and other amounts due under this Lease without deduction, delay, offset or withholding of any amounts. Nothing contained in this Section is intended to limit or waive any rights and warranties extended to you by the Supplier, manufacturer or other third party under the Service Agreement relative to the Services, MNS or other matters or preclude you from exercising any rights or remedies you may have relative thereto.

17. MISCELLANEOUS. You may not assign, sell, transfer or encumber any rights or obligations under the Lease or related to the Equipment. We may, without notifying you, sell, assign or encumber any or all of our interest in the Lease and/or Equipment. Our assignee will have all of our rights hereunder, but not our obligations. You agree not to assert against any buyer, assignee or secured party, any claims, offsets or defenses you may have against us. Notices must be in writing and will be deemed given 5 days after mailing first class or sent by recognized overnight courier to the recipient's address set forth above or at such other address last known to the sender. You authorize us, our agents and assignees to obtain credit reports and make credit inquiries about you and disclose your information, including credit applications, payment histories and account information, to our affiliates, credit reporting agencies, our assignees and potential assignees, and other parties having an economic interest in this Lease or the Equipment. If any amount hereunder is higher than allowed under any applicable legal limit, such amount is hereby reduced to the maximum amount allowed. Amounts we receive in excess of a legal limit will be applied to other amounts due by you, or refunded to you, as we determine. We may accept a photocopy, electronically transmitted, or other reproduction (any a "Counterpart") of any Documents as the binding and effective record of such Documents. No Document requiring our signature is binding on us until we sign it. Counterparts (a) bearing our signature, if executed by us manually, or (b) electronically maintained by us, if executed by us electronically, shall constitute the sole original document and authoritative record of such Document for establishing its terms and for perfection of a security interest by possession or control. You agree not to raise as a defense to the enforcement of any Document that it was signed and/or transmitted electronically by either party. Your representations, warranties, indemnification obligations, and your obligations to pay or reimburse us for any taxes or any other amounts due by you hereunder shall survive the termination of this Lease. Any claim you have against us must be made within 2 years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease. YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR THE SUPPLIER. You shall furnish us with current financial statements and/or other information regarding your business and its owners and affiliates as we may request. You agree to promptly sign and deliver additional documents and take additional action as we may request in order to carry out the intent and purpose of this Lease and/or comply with laws or regulations. At our request, you shall pay or reimburse us for any out-of-pocket costs we incur in connection with this Lease. You will notify us before any proposed change in your legal name, address, type of legal entity or state of formation. The amounts payable by you hereunder may include a profit to us. THE LEASE INCORPORATES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, UNLESS MODIFIED IN A WRITING SIGNED BY THE PARTIES.

ATTEST:

APPROVED AS TO FORM:

Pamela Coleman, City Clerk

Nathalie Adourian, City Attorney

Equipment Schedule A



Financing provided by:
Wells Fargo Bank, National Association
401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Contract Number **420-0005334-000** dated as of **September 30, 2025** (the "Agreement")

Equipment Information:

Equipment Make, Model, Accessories, Serial Number (SN)
Sharp BP-71C36
Sharp BP-71C36
Sharp BP-71C36
Sharp BP-71C36
Sharp BP-71C45
Sharp BP-71C45
Sharp BP-71C45

State and Local Government Addendum



Financing provided by:
Wells Fargo Bank, National Association
401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Agreement Number **420-0005334-000** dated as of **September 30, 2025**

Name and Address of Customer ("You" and "Your"):
ORANGE, CITY OF
300 E CHAPMAN AVE
ORANGE, CA 92866-1508

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO BANK, N.A. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

- INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
- LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- CHOICE OF GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.
- PROPERTY TAX/OWNERSHIP.** Unless otherwise required by applicable law, Customer will have title to the Equipment and will be the Equipment owner. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Customer and that the Equipment will therefore be exempt from all property taxes. Should it be determined by the appropriate taxing jurisdiction that Company is liable for the payment of property taxes, Customer acknowledges and agrees that, notwithstanding the fact that Customer may be exempt from such payment, Customer shall (within ten (10) days of written notice) reimburse Company for all property taxes which Company may be required to pay.
- MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO BANK, N.A.**

Customer: **ORANGE, CITY OF**

By: _____ Date: _____

By: _____ Date: _____

Print Name and Title: _____

Print Name and Title: _____

Delivery and Acceptance Certificate



Financing provided by:
Wells Fargo Bank, National Association
401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Account Number **420-0005334-000** dated as of **September 30, 2025**

Name and Address of Customer ("You" and "Your"):

ORANGE, CITY OF
300 E CHAPMAN AVE
ORANGE, CA 92866-1508

The Account Number referenced above corresponds to the applicable schedule entered into under a master lease or loan agreement or an individual lease or loan agreement, as the case may be (the "**Transaction**"). "**Equipment**" means the equipment and other property as described in the Transaction. **WELLS FARGO BANK, N.A.** and its successors and assigns is the lessor or lender under the Transaction, and is also referred to as "**we**", "**us**" and "**our**". "**Customer**" means the above referenced entity or sole proprietorship and is the lessee or borrower under the Transaction and is also referred to as "**you**" and "**your**". Capitalized terms used but not defined herein shall have the meanings given to them in the Transaction. You hereby authorize us to insert or update the date set forth below with the best information we have available.

Pursuant to the provisions of the Transaction identified above, as of the date set forth below you, hereby certify and warrant to us that: (a) all Equipment has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the vendor/supplier or the manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Transaction.

You further certify that as of the date hereof: (i) you are not in default under the Transaction; and (ii) the representations and warranties made by you pursuant to or under the Transaction are true and correct.

You hereby direct us to pay the vendor/supplier of the Equipment and agree that an electronically transmitted copy of this document containing your signature may be treated as an original for all purposes.

Customer: **ORANGE, CITY OF**

Signature of authorized signer

Print Name and Title

Date*

*Date upon which the Equipment was delivered, installed, and accepted by Customer.

Required Information Form



Financing provided by:
Wells Fargo Bank, National Association
401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Account Number **420-0005334-000** dated as of **September 30, 2025**

DIRECTIONS: Complete the following information and return it with your signed documents. Please be sure to fill in all items; mark "N/A" as appropriate.

Customer Name: ORANGE, CITY OF

Federal Tax ID Number: (REQUIRED – we must have prior to processing your transaction): _____

Purchase Order Number (if required on invoice): _____ **Expiration Date:** _____

Billing Address: 300 E CHAPMAN AVE, ORANGE, CA 92866-1508

Accounts Payable Contact (Required): _____

Email Address: _____ **Phone Number (Required):** _____

The Billing Address stated above is correct.

OR

Change the Billing Address to:

Street _____ City _____

State: _____ Zip Code: _____

Equipment Contact (to verify Equipment delivery and acceptance): _____

Email Address: _____ **Phone Number (Required):** _____

Equipment Location: 300 E CHAPMAN AVE, ORANGE, CA 92866-1508

The Equipment Location stated above is correct. Indicate County the equipment is located in: _____

OR

Change the Equipment Location to:

Street _____ City _____

State _____ Zip Code _____ County _____

(If multiple locations, attach a list of equipment/VINs by City, State and County indicating where each piece of equipment or vehicle is located)

Tax Status: Sales/Use Tax (check one)

If you are tax exempt, we must have a copy of your exemption certificate prior to funding. Please forward a copy along with the return of the signed lease documents. If you are exempt and an exemption is not received, we are required to pay any required upfront sales tax (and you will reimburse us) or include tax on your monthly lease payment. Please indicate your tax status below:

Subject to Sales and Use Tax (Tax will be based on the state where the equipment is located.)

OR

Exempt from Sales and Use Tax for the following reason: _____ (Certificate must be provided.)

*****If you are exempt from sales and use tax, you MUST provide an exemption certificate or you will automatically be charged sales and use tax.*****

To ensure timely processing of each payment invoice PLEASE MAKE YOUR PURCHASE ORDERS OUT TO WELLS FARGO BANK, N.A. Your invoice will be mailed approximately 30 days in advance of your payment due date.

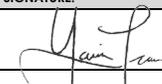
Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.



CUSTOMER CARE MAINTENANCE AGREEMENT

Version Date: 10/30/2025

REV.08.2025

CUSTOMER BILL TO INFORMATION									
CUSTOMER NAME:			ADDRESS:				CITY / STATE / ZIP		
City of Orange			300 E Chapman Ave				Orange / CA / 92866		
BILLING CONTACT:			EMAIL:				PHONE:		
EQUIPMENT LOCATION				KEY CONTACT		PHONE		EMAIL	
				Valdemar Chavez		(714) 744-2284		vchavez@cityoforange.org	
CITY:		STATE:	ZIP CODE:	FM AUDIT / METER CONTACT		PHONE		EMAIL	
Orange		CA	92866	Valdemar Chavez		(714) 744-2284		vchavez@cityoforange.org	
EQUIPMENT COVERED									
MODEL	SERIAL NUMBER	ID TAG NUMBER	START METER B/W	START METER C	DEPARTMENT	DEPARTMENT CONTACT			
See Schedule A									
AGREEMENT ENTITLEMENT									
LABOR	PARTS	PM KITS	BLACK TONER	COLOR TONER	INITIAL NETWORKING INSTALL	TRAINING	STAPLES	PAPER	START DATE
\$ -	\$ -	STANDARD FREIGHT CHARGE FOR SUPPLIES DELIVERY WILL APPLY _____			\$ -	\$ -	\$ -	\$ -	
incl.	incl.	incl.	incl.	incl.	incl.	incl.	CHARGABLE	CHARGABLE	TBD
DETAIL OF CHARGES					AUTHORIZATIONS				
TOTAL BASE CHARGE					COMMENTS:				
\$6,679.68									
BASE CHARGE FREQUENCY		OVERAGE METER FREQUENCY		PAYMENT TERMS		C3 SERVICE CONTRACT NUMBER:			
MONTHLY		MONTHLY		NET 30					
Monthly Volume		B/W OVERAGE		PURCHASE ORDER NUMBER:					
65000 BW (Current Fleet) / 12000 BW (New Fleet)		0.0045 (Current Fleet) / .00297 (New Fleet) See Schedule A Breakdown							
Monthly Volume		Color OVERAGE		Initial Here		I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5x11 (minimum) single sided images.			
76000 BW (Current Fleet) / 4000 C (New Fleet)		0.05324 (Current Fleet) / .0347 (New Fleet) See Schedule A Breakdown							
MANAGED PRINT SERVICES (MPS)									
MONTHLY PRINT VOLUME		B/W OVERAGE		Initial Here		C3 uses Remote Meter Collection Software to manage the toner levels and meter counts for contract invoices. Declining to use Remote Meter Collection Software may result in a \$18 per month Administration Fee.			
35,000		0.01790							
MONTHLY PRINT VOLUME		Color OVERAGE		Initial Here					
14,000		0.11000							
PRINTED CUSTOMER NAME:					CUSTOMER SIGNATURE:			DATE:	
					X				
TERM (Months)		SALES REP PRINTED NAME:			SALES REP SIGNATURE:			DATE:	
60		Davis Tran						10/31/2025	

ATTEST:

APPROVED AS TO FORM:

Pamela Coleman, City Clerk

Nathalie Adourian, City Attorney



www.c3tech.com



info@c3tech.com



(714) 689-1700



1536 E Warner
Santa Ana, CA 92705

1. **GENERAL SCOPE OF COVERAGE** This Agreement covers both the labor and the material for adjustments, repair and replacements of parts ("Maintenance") as required by normal use of the equipment identified on the front page of this Agreement ("Equipment"). Maintenance does not cover charges for installation, relocating or de-installation of the Equipment. Service necessary to repair damage to the Equipment caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of standard facsimile (thermal) paper or standard supplies, other causes beyond the control of C3 Technology Services or such causes which would void the Equipment's warranty are not covered by this Agreement. Any such repairs identified in the preceding sentence shall be separately billed to customer and may lead to the termination of this Agreement. In addition, C3 Technology Services may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than the C3 Technology Services Authorized Personnel, or if parts, accessories or components not meeting machine specifications are fitted to the Equipment. Maintenance shall not cover charges for repairs needed as a result of Customer or third party modifications to software or hardware.
2. **MAINTENANCE VISITS** Maintenance visits will be made during standard weekday business hours (M-F 8a-5p) at the address shown on the first page of this Agreement. Maintenance visits requested for holidays, weekends or after standard business hours may result in additional charges for travel and labor pursuant to C3 Technology Services standard overtime rates in effect at the time Maintenance visit. Maintenance performed during a Maintenance visit includes lubrication and cleaning of the Equipment and the adjustment, repair or replacement of parts described below.
3. **REPAIR AND REPLACEMENT OF PARTS.** All parts necessary for proper operation of the Equipment requiring replacement due to normal wear and tear, subject to the general scope of coverage, will be furnished free of charge during a service call.
4. **MAJOR REPAIRS AND UPGRADES** Major repairs resulting from misuses of the product, overall failure of the Equipment resulting from the normal end of life cycle of the Equipment and other repairs requiring more than customary repair and part replacements shall not be considered covered Maintenance. C3 Technology Services reserves the right to cancel the maintenance agreement, should customer misuse or abuse the intended features of the device.
5. **USE OF C3 Technology Services SUPPLIES** Customer is not obligated to use C3 Technology Services approved supplies under this Agreement. If, however, the Customer uses other than C3 Technology Services approved supplies (other than paper) and such supplies result in damage to the device, C3 Technology Services may, at its discretion, assess a surcharge or terminate this Agreement. If C3 Technology Services terminates this Agreement, C3 Technology Services may make service available on a "Per Call" basis based upon C3 Technology Services standard rates in effect at the time of service.
6. **SUPPLIES** Supplies selected, if any, on the front of this Agreement ("Supplies"), shall be included under this Agreement. C3 Technology Services will provide such selected Supplies to the Customer based upon industry standard coverage of 5% for mono and 20% for color. Supplies provided are for use with the Equipment covered by this Agreement only and are not for resale or for use with other equipment. If the Customer's usage of the Supplies exceeds the industry standard coverage of 5% mono and 20% color for the Equipment being serviced, C3 Technology Services will invoice and the Customer agrees to pay, for the excess supplies at C3 Technology Services current retail prices then in effect or revisit service pricing terms with client. C3 Technology Services reserves the right to charge for supplies and freight. Freight fees will be assessed to the contract invoice based average monthly service billing. Tier 1, with average monthly service billing under \$100, will be charged a \$9.00 flat monthly rate; Tier 2, with average monthly service billing over \$100-\$1,000, will be charged a \$14.00 flat monthly rate; Tier 3, with average monthly service billing over \$1,000-\$3,000, will be charged a \$29.00 flat monthly rate; Tier 4, with average monthly service billing over \$3,000, will be charged a \$56.00 flat monthly rate. Fees are subject to change. Industry standard coverage is defined as the published industry standard yield for the product model covered under this Agreement.
7. **ELECTRICAL REQUIREMENTS** In order to insure optimum performance of the Equipment, Customer must comply with all vendor required electrical specification, including but not limited to use of designated circuit and outlets and required voltage requirements. These power standards are required by UL and/or local safety regulations. C3 Technology Services can cancel the agreement should customer not comply with C3 Technology Services recommended electrical requirements
8. **CHARGES** The initial charge for Maintenance under this Agreement is non-refundable and shall be the amount set forth on the first page of this Agreement. The annual maintenance fee with respect to any renewal term, will be charged at the time of term renewal. Customer shall be charged according to the payment terms indicated on the front page of this Agreement. Customer shall pay all charges within thirty (30) days of the invoice date. Excess late charges over 30 days, will result in late charges equal to 5% of invoice. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 10% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. If stated equipment is moved beyond any C3 Technology Services service territory, C3 Technology Services reserves the right to cancel this Agreement upon written notice to the Customer, or C3 Technology Services may charge (and Customer hereby agrees to pay) a fair and reasonable upcharge for continued service. In the event of significant cost increases resulting from external economic factors beyond our control—including, but not limited to, tariffs, duties, import taxes, regulatory changes, or supplier-imposed surcharges—we reserve the right to adjust the pricing of this maintenance agreement accordingly. Any such increase will be communicated in writing with a minimum of 30 days' notice.
9. **NETWORK / IT SCOPE OF COVERAGE** Installation Deadline: Installation must be scheduled for no more than thirty (30) days after delivery. Failure to do so will result in charges at our current standard published rate. Visit Restrictions: All work must be completed on the installation date. If the C3 Analyst cannot install, program or configure any of the selected features due to, but not limited to, access rights, incorrect configurations, incorrectly specified settings, computer problems, on the date of installation additional charges may be assessed. Network/Infrastructure Changes: Any changes made to the customers' network that interferes with the compatibility or functionality of the C3 installed equipment will result in charges at the standard hourly rate of \$250.00 per hour. These changes include but are not limited to: IP address, ISP providers, server changes, software changes, workstation configuration, moves or replacement, software updates, etc. Incompatible systems: C3 technicians reserve the right to deny analyst services to customer workstations for any reasons, but are not limited to the following reasons: blue screen errors, old workstations, insufficient RAM or HD space, Operating Systems (OS) not supported by manufacturers drivers or software, etc. Installation Warranty: Analyst Services are warranted for 15 days from date of installation assuming that the network or infrastructure has not changed (See Network/Infrastructure Changes). Issues arising after 15 days will incur additional charges. Customer agrees to pay a recurring monthly fee of \$12.95 for IT support services related to copier functionality. Covered services include, but are not limited to, resolving network connectivity issues, configuring scanning functions, and installing or reinstalling print drivers. This fee shall be invoiced and payable on a monthly basis. To terminate these IT support services and cease future charges, Customer must deliver written notice to C3 Tech no less than thirty (30) days prior to the start of the next billing cycle. By signing this form, I acknowledge that I have read understand and agree to the terms of service, scope of work and conditions outlined in this agreement.
10. **METER READING** C3 Technology Services has the right to estimate meter reads, within the billing period, when they are not provided from any collection source, automated or manual. The billing may be adjusted on the next billing period to reflect any excesses or shortages. Estimated meter reads are calculated by the most recent three (3) month meter read history. Customer is obligated to allow automated electronic meter collection software. If the Customer declines to allow automated meter collection, C3 Technology Services may estimate the meter based upon previous billing and service meter readings and may charge an \$18 monthly administration fee. The estimated meter will then be applied in the same manner as if the meter had been supplied by the Customer and the Customer agrees to pay any overage charges that may result from the estimated meter reading. If Remote Meter Collection Software falls off the network, it is the customer's responsibility to supply meter reads and request toner replenishment. Customer can also input meter reads or place service calls and supplies requests through My-C3 portal.
11. **TERM** This Agreement shall become effective upon C3 Technology Services receipt from Customer of the initial non-refundable maintenance charge if applicable, as set forth on the first page of this Agreement, or for such Customers that are to be billed in arrears, upon the date indicated in the "Start Date" portion of the first page of this Agreement. The term of this Agreement shall be as specified on the first page of this Agreement.
12. **EVENT OF DEFAULT AND TERMINATION** The Customer's failure to pay any amount due under this Agreement, or breach of any other obligation herein shall constitute an Event of Default. Upon an Event of Default, C3 Technology Services may in its discretion take any one or more of the following actions: (i) cease performing all Maintenance or any other service under this Agreement; (ii) furnish Maintenance or service upon a prepaid, "Per Call" basis; and/or (iii) terminate this Agreement. Customer shall be obligated to pay any amounts due and owing to C3 Technology Services within (10) days of the expiration or termination of this Agreement. Customer, upon payment of all such amounts due, shall thereafter have no further liability or obligation to C3 Technology Services whatsoever for any further fees or expenses arising hereunder. In the event C3 Technology Services terminates this Agreement because of the breach of Customer, C3 Technology Services shall be entitled to payment for work in progress plus reimbursement for out-of-pocket expenses.
13. **INDEMNITY** Customer shall indemnify, save and hold C3 Technology Services, its affiliates, officers, directors, shareholders, employees, agents and representatives and its and their successors and assigns ("C3 Technology Services Parties") harmless from and against any liability, loss cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury, whether to body, property or business or to any other person by reason of any act, neglect, omission or default by Customer. Customer shall defend, at its sole and absolute cost, any action to which this indemnity shall apply. In the event Customer fails to defend such action, C3 Technology Services may do so and recover from Customer in addition, all costs and expenses, including, attorneys' fees in connection therewith. C3 Technology Services shall be entitled to recover from Customer all costs and expenses including without limitation, attorney's fees and disbursement, incurred by C3 Technology Services in connection with actions taken by C3 Technology Services or its representatives (i) to enforce any provision of this Agreement; (ii) to effect any payments or collections provided for herein; (iii) to institute, maintain, preserve, enforce and foreclose on SOS's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (iv) to defend or prosecute any actions or proceedings arising out of or relating to any C3 Technology Services transactions with Customer.
14. **ENTIRE AGREEMENT** This constitutes the entire Agreement between the parties relating to the subject matter hereof. Any modifications to this Agreement must be in writing and signed by both parties.
15. **SUCCESSORS AND ASSIGNS; TERMINATION** Neither party may assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the other party, which will not be unreasonably withheld, except that either party may assign its obligations and rights to a wholly owned subsidiary, parent corporation, or entity under the same ownership, operation or control.
16. **SEVERABILITY** If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provision of this Agreement shall remain in full force and effect.
17. **COUNTERPARTS AND FACSIMILE SIGNATURES** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding, that all the parties have not signed the same counterpart. A faxed signature of this Agreement bearing authorized signatures may be treated as an original.
18. **JURISDICTION** All parties hereby consent to the exclusive jurisdiction of the Federal Courts located in CA and the State Courts located in CA in any proceeding arising out of or relating to this Agreement.
19. **LIMITATION OF LIABILITY** To the extent permitted by law, in no event shall C3 Technology Services be liable to Customer for any special, incidental, consequential, or indirect damages, loss of business profits, business interruption, loss of business information arising out of the inability to use the Equipment. The Customer acknowledges that the Maintenance provided by C3 Technology Services is for the mechanical maintenance of the Equipment only, and that this Agreement does not cover any software, networking or any other connectivity or functionality unrelated to the device(s) described in this agreement. Network and or connectivity services not included in this contract are available from C3 Technology Services at additional costs.
20. **FORCE MAJEURE** C3 Technology Services shall not be liable to Customer for any failure or delay caused by events beyond C3 Technology Services control, including, without limitation, Customer's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority, instrumentality or agency.
21. **NO WARRANTY** C3 Technology Services DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATIBILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.
22. **INSURANCE** If the Customer is leasing the equipment, the Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the equipment, goods and machinery.
23. **END OF TERM, CANCELLATION, UPGRADE, AND RENEWAL** Customer shall give C3 Technology Services at least 90 days written notice before the expiration of the initial agreement term date stating the intent to decline the renewal or upgrade of the equipment. Pick up charges will apply upon contract cancellation; cost will be determined based on the location of lease return facility. Hard drive data erase is optional.
24. **EQUIPMENT STORAGE** Customer agrees to pay a monthly fee of \$50.00 per device for equipment stored at C3 Tech facilities. This fee will be billed automatically each month until the asset has been removed.

Initial to Accept Terms

Page 2 of 2



SCHEDULE "A"

Agreement No. _____

Customer/Lessee ("You") _____

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	Color LaserJet Pro M452dn		VNB3M70494		0.0179	0.11
HP	Color LaserJet Pro MFP 4301		CNBRSCC33C		0.0179	0.11
HP	LaserJet Enterprise 600 M601n		CNCCG3S07M		0.0179	0.11
HP	LaserJet M608	City Hall Finance - Finance Hallway Tall - Accounts Payable	CNBCK7L1KQ	78905	0.0179	0.11
HP	Color LaserJet Enterprise M553n	City Hall HR - Cody Kleen	CNBCHB71N4	78906	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall HR - Eric Figueroa	VNB3B26608	78907	0.0179	0.11
HP	LaserJet Pro M402dn	City Hall HR - Erin Hodgers	JPBDZ19120	78908	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall HR - Monica Espinosa	VNB3M30646	78910	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall HR - Amy Kuene	VNB3B26609	78911	0.0179	0.11
HP	LaserJet Pro 400 Color M451dn	City Hall HR - Sara Headtler	CNDF102277	78912	0.0179	0.11
HP	LaserJet Pro 400 Color M451dn	City Hall Clerks - Corina Perez	CNDF304911	78913	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall Law Office - Nathalie Adourian	VNB3B58892	78918	0.0179	0.11
HP	LaserJet Pro M402dn	Amy Keune	PHBQF34346	78919	0.0179	0.11
HP	HP 400 Printer	City Hall Administration - SUSAN GALVAN	VNB3N25009	78920	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall Administration - Jack Morgan	VNB3B56039	78922	0.0179	0.11
HP	LaserJet Pro 400 Color M451dw	City Hall Finance – Michelle Kresan	CNDF508746	78925	0.0179	0.11
HP	Color LaserJet Pro M452dn	Alicia Sota / IT Spare	VNB3M45749	78934	0.0179	0.11
HP	LaserJet Pro M402dn	City Hall Finance- Utility Billing - Jarnet Taulbe	PHB5C05919	78942	0.0179	0.11
HP	LaserJet Pro M402dn	City Hall Public Works Community Development- Engineering Eduardo Lopez	PHB5F12059	78943	0.0179	0.11
HP	Color LaserJet 4700dn	City Hall Public Works Community Development- Traffic Office	JP8LC16845	78945	0.0179	0.11

	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	LaserJet Pro M402dn	City Hall Code Enforcement	PHBQD34542	78950	0.0179	0.11
HP	LaserJet Pro 400 M401n	City Hall Public Works	PHGDB36899	78952	0.0179	0.11
HP	LaserJet Pro 400 M401n	Permit Left	PHGDB36903	78953	0.0179	0.11
HP	LaserJet Pro 400 M401dw	City Hall Public Works	PHGGC00827	78955	0.0179	0.11
HP	LaserJet Pro 200 color M251nw	Laura Lombardo	VNB3C13144	78957	0.0179	0.11
HP	LaserJet Pro 400 M401dne	City Hall Public Works	PHGFD55760	78958	0.0179	0.11
HP	LaserJet Pro M402dn	City Hall Public Works	PHBQF35214	78959	0.0179	0.11
HP	LaserJet Pro M402dn	City Hall Public Works	PHBQF35215	78960	0.0179	0.11
HP	LaserJet Pro 400 M401n	City Hall Public Works	PHGDC14946	78961	0.0179	0.11
HP	LaserJet Pro 400 M401dne	City Hall Public Works	JPGFH33975	78963	0.0179	0.11
HP	Color LaserJet Pro M452dn	Corina Perez City Hall Public Works	VNB3B58897	78964	0.0179	0.11
HP	LaserJet 200 Color MFP M276nw	City Hall Public Works	CND8F8VBV0	78965	0.0179	0.11
HP	LaserJet Pro 400 M401dne	City Hall Public Works	JPGFH33991	78966	0.0179	0.11
HP	LaserJet Pro 400 M401dn	City Hall Public Works	VNB3N25007	78967	0.0179	0.11
HP	Color LaserJet 4700dn	Community Services	JP4LB37657	78970	0.0179	0.11
HP	LaserJet Pro 400 M401dw	Community Services	VNG3D00040	78971	0.0179	0.11
HP	LaserJet Pro M402n	Community Services	PHBHF07708	78973	0.0179	0.11
HP	HP 401	Community Services	PHGFF46690	78975	0.0179	0.11
HP	LaserJet Pro M402dw	Community Services	PHBVF03553	78976	0.0179	0.11
HP	LaserJet Pro M402dn	Community Services	PHBQD36483	78977	0.0179	0.11
HP	LaserJet Pro 400 M401dne	Community Services	PHGFG41859	78978	0.0179	0.11
HP	LaserJet Enterprise 600 M602dn	Steven Mann - Public Works	CNDCG9X2GL	78979	0.0179	0.11
HP	HP 400 Printer	Community Services	VNB4N12022	78980	0.0179	0.11
HP	LaserJet Pro 400 M401dne	Community Services / Laura Lombardo	PHGFF57737	78981	0.0179	0.11
HP	LaserJet Pro 400 M401dn	Community Services	VNB4N12016	78983	0.0179	0.11
HP	LaserJet Pro M402dn	Community Services	JPBDZ19122	78984	0.0179	0.11
HP	Color LaserJet Pro M452dn	Library	JPBDQ06728	78986	0.0179	0.11
HP	HP 4250	Library	CNGXL21879	78987	0.0179	0.11
HP	HP 4250	Library	CNGXH51797	78988	0.0179	0.11
HP	HP 4250	Library	CNGXL20552	78989	0.0179	0.11
HP	HP 402	Library	PHBVF13537	78990	0.0179	0.11
HP	HP 4000	Library	USEF233256	78991	0.0179	0.11
HP	HP 4250	Library	CNRXJ67903	78992	0.0179	0.11

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	HP 4250	Library	CNGXH51800	78993	0.0179	0.11
HP	HP M451nw	Library	CNDG146643	78994	0.0179	0.11
HP	HP 605	Library	CNBCJ2T21S	78995	0.0179	0.11
HP	HP 4250	Library	CNGXK14598	78996	0.0179	0.11
HP	HP M452dn	Library	JPBDQ06731	78998	0.0179	0.11
HP	HP 4050	Library	USQJ002783	79001	0.0179	0.11
HP	LaserJet 4250tn	Library	CNGXL19793	79002	0.0179	0.11
HP	LaserJet 4250tn	Library	CNGXL20524	79003	0.0179	0.11
HP	HP 4050	Library	USQB044772	79004	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Admin Color - 2nd Room253 (PD)	JPBCJB30TS	79005	0.0179	0.11
HP	HP 475	Chiefs color - 2nd floor room 211 ex assistant chief of police (PD)	CND8F6TJHB	79007	0.0179	0.11
HP	LaserJet Enterprise 500 Color M551dn	Dispatch Color - 2nd floor room222 (PD)	CNCCFC305W	79008	0.0179	0.11
HP	HP 3015dn	Armory Room 16	VNB3S44011	79011	0.0179	0.11
HP	HP M477fdn	Detention color - Basement room (PD)	VNB8J4NC0B	79012	0.0179	0.11
HP	HP M175nw	Property room counter color -Basement room 02 (PD)	CNC9CDQ5HQ	79013	0.0179	0.11
HP	HP M175nw	Property room office color- Basement room 02 (PD)	CNC9CDQ5GD	79014	0.0179	0.11
HP	HP M175nw	Forensic Lab Color - Basement across from gym (PD)	CNC9D795XL	79015	0.0179	0.11
HP	HP 200	Records teletype room - 1sr Floor room 122w (PD)	CND8F3K6GW	79016	0.0179	0.11
HP	HP M553	Records Archives - 1st floor room 106w (PD)	CNBCH67080	79017	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Watch commander color - Room 103w (PD)	JPBCK8Q0L7	79024	0.0179	0.11
HP	HP 4525	Gangs color - Room 104 (PD)	JPBCC6Q0K1	79026	0.0179	0.11
HP	HP 4250	EOC BW - Room 154E (PD)	CNRXR47586	79030	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Sergeants Office color - Room 131E (PD)	JPBCK930BJ	79031	0.0179	0.11
HP	HP 4250	Report Writing bw - Room 132e (PD)	CNRXR47596	79032	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Report writing color - Room 132e (PD)	JPBCHBQ27L	79033	0.0179	0.11
HP	HP 401	IA black and white - Room 212 (PD)	JPGFH19583	79035	0.0179	0.11
HP	HP 251	Swat van color - Mobile unit (PD)	CND1G21892	79037	0.0179	0.11
HP	HP 200	Mobile command post - Mobile unit 2 (PD)	CND8F6X7CG	79038	0.0179	0.11
HP	HP 4250	Library	CNGXL25366	79040	0.0179	0.11

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	HP 605	Library	CNBCJ2T21X	79041	0.0179	0.11
HP	LaserJet Enterprise 600 M602n	Taft Library	CNDCH3D29N	79043	0.0179	0.11
HP	HP 402	Library	PHBQD65175	79045	0.0179	0.11
HP	HP M452dn	Sewer Van	VNB3M59296	79046	0.0179	0.11
HP	HP 4250	Library	CNGXL20551	79047	0.0179	0.11
HP	HP 4250	Library	CNGXK14668	79048	0.0179	0.11
HP	LaserJet Pro 200 color M251nw	Water	CNB1G01171	79050	0.0179	0.11
HP	LaserJet Enterprise M506n	Water	PHBKR09894	79052	0.0179	0.11
HP	LaserJet Enterprise M506n	Water	PHBKQ08691	79053	0.0179	0.11
HP	LaserJet Pro 400 M401dn	Water	VNB3X24836	79054	0.0179	0.11
HP	LaserJet Enterprise M506n	Water	PHBGQ51431	79055	0.0179	0.11
HP	HP Laser Jet 400 color M451dn	El Modena Library	CNBH206234	79056	0.0179	0.11
HP	HP 4014	Grijatava Sports Center	CNDX326089	79060	0.0179	0.11
HP	LaserJet P2055dn	Grijatava Sports Center	CNB9069297	79061	0.0179	0.11
HP	HP Laser Jet 400 color M451dn		CNBH206231	79062	0.0179	0.11
HP	Color LaserJet MFP M477fdn	Corporate Yard	VNB8JD34QX	79067	0.0179	0.11
HP	LaserJet 200 Color MFP M276nw	Corporate Yard	CNF8H254MV	79068	0.0179	0.11
HP	LaserJet 400 MFP M425dn	Corporate Yard	CNB6D8R0DY	79069	0.0179	0.11
HP	Color LaserJet CP5225dn	Corporate Yard	CNGCJ9C0R3	79070	0.0179	0.11
HP	Color LaserJet Pro M452dn	Corporate Yard	VNB3M42246	79071	0.0179	0.11
HP	HP M477fnw	Fire # 2 (FD)	VNBKK89376	79072	0.0179	0.11
HP	LaserJet Pro 400 Color M451dn	Fire HQ - Executive Assistant Office (FD)	JPBDQ22936	79077	0.0179	0.11
HP	HP M452dn	Fire HQ - Deputy Chief - Operations Chieft (FD)	VMB3M70494	79079	0.0179	0.11
HP	LaserJet Pro M402dn	Ashley Taylor	PHBQH50758	79094	0.0179	0.11
HP	HP M553	Records TeleType (Room 122W) (PD)	JPCLL2T1RL	79106	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Jessica Garcia -Community Development	JPCLL3V23N	79133	0.0179	0.11
HP	HP M452dn	Main Library	VNB3B75611	79134	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Computer Deck (Room 229) (PD)	JPCLL2T1RR	79175	0.0179	0.11
HP	LaserJet Enterprise M506n	Communications (Room 222) (PD)	PHBGR93949	79177	0.0179	0.11

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	LaserJet Enterprise M506n	Training (Room 250) (PD)	PHBGR93945	79178	0.0179	0.11
HP	HP M506	Crime Prevention (Room 264) (PD)	PHBGR93695	79179	0.0179	0.11
HP	LaserJet Enterprise M506n	Patrol Counter (PD)	PHBGR93741	79181	0.0179	0.11
HP	LaserJet Enterprise M506n	Records south - Next to room 112 (PD)	PHBGQ53488	79193	0.0179	0.11
HP	LaserJet Enterprise M506n	Records North (Next to Room 106) (PD)	PHBGQ53482	79194	0.0179	0.11
HP	Color LaserJet Pro M452dn	Robert Ambriz	VNB3B87968	79198	0.0179	0.11
HP	LaserJet Enterprise M506n	Water Trailer - Joseph Bitto	PHBGQ54372	79224	0.0179	0.11
HP	LaserJet Pro MFP M521dn	Comm Svs Front Desk	CNDKL5BKM8	79225	0.0179	0.11
HP	HP M506	Crime Prevention (Room 264) (PD)	PHBGR93695	79179	0.0179	0.11
HP	Color LaserJet Pro M452dn	GIS City Hall Public Works	VNB3B91152	79370	0.0179	0.11
HP	LaserJet Pro M402dn	Pamela Coleman City Hall City Clerk	PHB5C70832	79371	0.0179	0.11
HP	LaserJet Enterprise M506n	Water Trailer - Rick Pearson	JPBDS17616	79372	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Vincent Hinojos	CNBCH6H18C	79390	0.0179	0.11
HP	LaserJet Enterprise M506n	Bike Team	PHBGQ53483	79393	0.0179	0.11
HP	LaserJet Enterprise M506n	Property Counter	PHBGQ53486	79413	0.0179	0.11
HP	LaserJet Pro M402dn	Corporate Yard - Marci	PHBQH64510	79462	0.0179	0.11
HP	Color LaserJet Pro M452dn	Admin Building (City Attorney) Michael Vigliotta	VNG3X06544	79464	0.0179	0.11
HP	Color LaserJet Pro M452dn	Admin Building (City Attorney) Kirsten Shea	VNG3X06792	79465	0.0179	0.11
HP	Color LaserJet Pro M452dn	Admin Building (City Attorney) Gaby Sevilla	VNG3X06785	79466	0.0179	0.11
HP	Color LaserJet Pro M452dn	Admin Building (City Attorney) Monica Jones	VNG3X06781	79467	0.0179	0.11
HP	LaserJet MFP M527	Finance Building (Finance) Lisa Aduna	MXCCL4K0CZ	79515	0.0179	0.11
HP	LaserJet Pro M402dn	William Bird	PHB5H18673	79775	0.0179	0.11
HP	Color LaserJet CP2025dn	Community Services - Lisa T	CNGS328445	79907	0.0179	0.11
HP	Color LaserJet Pro MFP 4301	RM_Analyst / Ashley Duran	CNBRR5C7W8	80154	0.0179	0.11
HP	Color LaserJet Pro MFP M479fdw		MXBCMD911D	80756	0.0179	0.11
HP	LaserJet Pro M404dn	Finance Dept/Wanda Alvarez	PHBB366514	80877	0.0179	0.11
HP	LaserJet Pro M402dn	IT Learning Center	PHBQG11316	80896	0.0179	0.11
HP	LaserJet Pro M402dn	Com Dev – Mark Ibrahim	PHBQF87101	80918	0.0179	0.11

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	Color LaserJet Pro M452dn	Purchasing - Wanda	VNB3M63462	81006	0.0179	0.11
HP	Color LaserJet Pro M452dn	Finance - Ryan Sullivan	VNB3B29647	81007	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Manager - Charlene Cheng	VNB3M55798	81008	0.0179	0.11
HP	Color LaserJet Pro MFP M277dw	Fire #8 (FD) - Ryan Cabote 714-744-2288	VNB8H3Y579	81059	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Manager	VNB3B56984	81136	0.0179	0.11
HP	LaserJet Enterprise M506n	Detectives North - Next to room 141w (PD)	PHBGR93946	81152	0.0179	0.11
HP	LaserJet Enterprise M506n	Detectives (Next to room 138W - PD)	PHBGR93745	81153	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Detectives - Next to Room 156W	JPBCKBJOCK	81157	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Field Services Admin - next to room 158E	JPBCKC60V7	81159	0.0179	0.11
HP	LaserJet Enterprise M506n	Traffic - Next to Room 169E	PHBGQ53489	81160	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	SIU - Room 150W	JPCCL2T1RZ	81161	0.0179	0.11
HP	Color LaserJet Pro M452dn	Community Development - Jennifer Scudellari	VNB3B42135	81293	0.0179	0.11
HP	Color LaserJet Pro M452dn	Susan Galvan	VNB3M97289	81303	0.0179	0.11
HP	Color LaserJet Pro M454dn	Rafael Bautista	VNB3S26387	81489	0.0179	0.11
HP	Color LaserJet Pro M452dn	Russell Bunim	VNB3B66197	81503	0.0179	0.11
HP	Color LaserJet Pro M454dn	Mark Ouellette	VNB3K48874	81574	0.0179	0.11
HP	LaserJet Pro 400 M401dn	For Supplies Use the 300 Chapman Ave, Orange, Ca. 92866	VNG3M00884	81630	0.0179	0.11
HP	Color LaserJet Pro 4201	Corinna Rivas	VNB3J01338	81708	0.0179	0.11
HP	Color LaserJet Pro 4201	Lilibet Woolsey	VNB3J03956	81709	0.0179	0.11
HP	Color LaserJet Pro 4201	Melissa Crosthwaite	VNB3J04110	81710	0.0179	0.11
HP	Color LaserJet Pro MFP 4301	Janet Flores	CNBRR572RN	81749	0.0179	0.11
HP	Color LaserJet M554	HR Department	JPBCS2P003	82461	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall Public Works	VND3B00437	82476	0.0179	0.11
HP	Color LaserJet Pro 4201	Dwight Gish / Fleet	VNB3J02934	92791	0.0179	0.11
SHARP	MX-3071		8511746000	79391	0.0045	0.05324
SHARP	MX-4051	City of Orange - Water	95108959	80576	0.0045	0.05324
SHARP	MX-5051	City of Orange - Fire HQ New	95098743	80578	0.0045	0.05324
SHARP	MX-3051		8505898X00	80580	0.0045	0.05324
SHARP	MX-6051	City of Orange - Community Services	95109752	80581	0.0045	0.05324
SHARP	MX-5051	City of Orange	95098723	80582	0.0045	0.05324

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
SHARP	MX-5051	City of Orange - Library	95098883	80583	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95098713	80584	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95099093	80585	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95099023	80586	0.0045	0.05324
SHARP	MX-4051	City of Orange - Police Department	95108859	80587	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95098653	80588	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95099073	80590	0.0045	0.05324
SHARP	MX-4051	City of Orange - Police Department	95108839	80591	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95102852	80592	0.0045	0.05324
SHARP	MX-4051	City of Orange - Corporate Yard	95108799	80593	0.0045	0.05324
SHARP	MX-3051	City of Orange - Corporate Yard	8505763	80594	0.0045	0.05324
SHARP	MX-4051	City of Orange - Corporate Yard	95109149	80595	0.0045	0.05324
SHARP	MX-6580N	City of Orange	95053889	80596	0.0045	0.05324
SHARP	MX-4051	City of Orange	95108939	80597	0.0045	0.05324
SHARP	MX-3051	City of Orange	8505859X00	80598	0.0045	0.05324
SHARP	MX-4051	City of Orange	95108909	80599	0.0045	0.05324
SHARP	MX-5051	City of Orange	95098843	80600	0.0045	0.05324
SHARP	MX-4051	City of Orange	95108829	80602	0.0045	0.05324
SHARP	MX-4051	City of Orange - Grijalva Park Sports Center	0303638900	80911	0.0045	0.05324
SHARP	MX-4051		0303650900	80912	0.0045	0.05324
SHARP	BP-50C55	City of Orange - Fire HQ New	2504346600	81289	0.0045	0.05324
SHARP	BP-50C55	City of Orange - Fire HQ New	2504298600	81290	0.0045	0.05324
SHARP	BP-50C55	City of Orange - Fire HQ New	2504343600	81291	0.0045	0.05324
SHARP	BP-71C36	Library	TBD	TBD	0.00297	0.0347
SHARP	BP-71C36	Library	TBD	TBD	0.00297	0.0347
SHARP	BP-71C36	Library	TBD	TBD	0.00297	0.0347
SHARP	BP-71C36	Library	TBD	TBD	0.00297	0.0347
SHARP	BP-71C45	Finance	TBD	TBD	0.00297	0.0347
SHARP	BP-71C45	Finance	TBD	TBD	0.00297	0.0347
SHARP	BP-71C45	City Manager	TBD	TBD	0.00297	0.0347

Customer/Lessee ("You"): _____
 (Signature of Authorized Signer)

Print Name: _____

Print Title: _____

Date: _____
 (Date of Signature)

Servicing Dealer: C3 Tech
 Davis Tran
 VP of Operations
 10/31/2025





Agenda Item

Orange City Council

Item #: 3.6.

11/12/2025

File #: 25-0620

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Russell Bunim, Community Development Director

1. SUBJECT

Agreement with Chattel, Inc. for preparation of a Historic Preservation Ordinance.

2. SUMMARY

The historic preservation provisions of the Orange Municipal Code (OMC) do not fully address the City's historic preservation program needs, nor the Cultural Resources & Historic Preservation Element of the General Plan. The City intends to retain consultant services from Chattel, Inc. to prepare a Historic Preservation Ordinance to refine and expand upon existing policies and procedures to better address the management of the City's historic and cultural resources and implement the General Plan.

3. RECOMMENDED ACTION

Approve the agreement with Chattel, Inc. in the amount of \$66,317 for preparation of a Historic Preservation Ordinance; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is \$66,317 and will be funded by vacancies in the General Fund:

100-6001-55999 Other Professional/Technical Services

5. STRATEGIC PLAN GOALS

Goal 6: Ensure the Preservation of Historic Resources.

6. DISCUSSION AND BACKGROUND

The Orange Municipal Code includes policies and processes related to the City's historic districts that are narrowly focused primarily on establishing historic districts, the applicability of design standards and Historic Building Code, demolition review, and design review. The current content falls short of providing a complete toolkit for the effective management of historic and cultural resources in Orange such as establishment of a local register of historic resources, processes for listing and de-listing resources, guidance for accessory buildings, and guidance for cultural resources other than buildings. The scope of work associated with the proposed agreement is designed to meet the City's desire for a comprehensive Historic Preservation Ordinance. A detailed list of topics that will be addressed in the ordinance are presented on page 3 of the scope of work (Attachment 1). Highlights include the following:

- Establishment of Local Historic Register.
- Process and criteria for listing and de-listing of historic resources.
- Process and criteria for establishing historic districts.
- Process and criteria for designation of local landmarks (structures and publicly accessible spaces).
- Establishment and purview of a Heritage Commission.
- Guidance for historic resources outside of designated historic districts.
- Development of innovative, robust preservation incentives and refined Mills Act program requirements.
- Policies and procedures related to unsafe or dangerous conditions and catastrophic events.
- Process and criteria for establishing Cultural Heritage Districts and Neighborhood Character Districts.
- Applicability to Archaeological and Tribal Cultural Resources.
- Voluntary covenants.
- Waiver of Building Code requirements for the benefit of maintaining the integrity of a historic resource.

The scope of work addresses in whole, or in part, the following General Plan Cultural Resources and Historic Preservation Implementation activities:

- Program I-1
- Program I-17
- Program I-23

The community outreach component of the scope of work includes engagement with stakeholders including the Old Towne Preservation Association and Orange Legacy Alliance group team involved in recent efforts to develop an ordinance, as well as workshops with the community at large.

7. ATTACHMENT

- Agreement with Chattel, Inc.



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PROFESSIONAL SERVICES AGREEMENT
[Historic Preservation Ordinance]

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 CHATTEL, INC., a California corporation (“Contractor”), who agree as follows:

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

Anna Pehoushek, Assistant Community Development Director (“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 SIXTY-SIX THOUSAND THREE HUNDRED SEVENTEEN DOLLARS and 00/100 (\$66,317.00) 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 after the approval of the invoice.

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

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

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

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

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

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

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

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

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

12. Reserved.

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

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

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

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

conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

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

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

16. **Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. **Indemnity.**

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

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

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

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability

arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise.

Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including,

without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

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

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

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

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

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

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

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

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

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice

address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Chattel, Inc.
13417 Ventura Boulevard
Sherman Oaks, CA 91423-3938
Attn.: Robert Chattel, President

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Anna Pehoushek

Telephone: (818) 788-7954
E-Mail: robert@chattel.us

Telephone: (714) 744-7228
E-Mail: apehoushek@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

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

“CONTRACTOR”

“CITY”

CHIATTEL, INC., a California corporation

CITY OF ORANGE, a municipal corporation

*By: *Robert Jay Chattel*
Printed Name: Robert Jay Chattel
Title: President and Sole Director

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

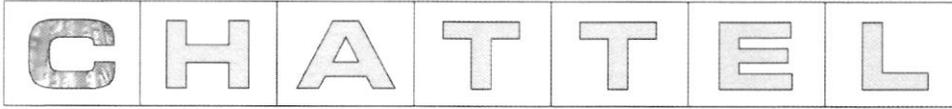
***NOTE:** City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists 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.

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]



Chattel, Inc. | Historic Preservation Consultants

October 29, 2025

VIA E-MAIL (apehoushek@cityoforange.org)

Anna Pehoushek, Assistant Community Development Director
City of Orange, Community Development Department
300 East Chapman Avenue
Orange, California 92866

Re: UPDATED Proposal for Preparation of Historic Preservation Ordinance,
City of Orange Community Development Department

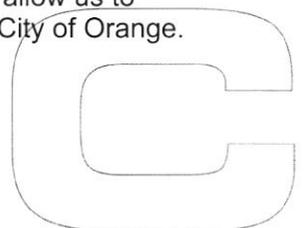
Dear Anna,

Chattel, Inc. ("Consultant" or "Chattel") is pleased to provide the City of Orange ("Client" or "City") with this proposal for preparation of a Historic Preservation Ordinance. We understand that the City would like to draft a Historic Preservation Ordinance that builds on the policies currently guiding the management of cultural and historic resources in Orange. That foundation includes the City's award-winning Historic Preservation and Cultural Resources Element, adopted in 2010, and Historic Preservation Design Standards (Design Standards) for Old Towne (adopted in 1995, as amended) and for the Eichler tracts (adopted in 2018).

We further understand that, in October 2024, the City entered into a Memorandum of Understanding (MOU) with the Old Towne Preservation Association (OTPA) and Orange Legacy Alliance (OLA). As part of that agreement, an initial Historic Preservation Ordinance has been drafted by members of OTPA and OLA. Our work will seek to engage these important local stakeholder groups and to build on the foundation created by their work and by the 2024 MOU.

One of the most significant steps a municipality can take in the management and protection of its cultural heritage is adopting a historic preservation ordinance. Through a well-crafted ordinance, the City has an opportunity to establish its own criteria for significance, codify best practices, ensure consistency and transparency, and create a clear nexus with other zoning code chapters and with the California Environmental Quality Act (CEQA). In this way, the historic preservation ordinance helps prioritize and protect significant cultural and historic resources, in a manner that is tailored to the City and that streamlines entitlements and environmental review.

Key staff identified for this effort have extensive experience working with the City, both in our role developing the 2010 Historic Preservation and Cultural Resources Element and as on-call historic preservation consultants for the Community Development Department. This expert-level understanding of the City and its current conditions and regulatory framework will allow us to create, in a highly cost-effective manner, a preservation ordinance tailored to the City of Orange.



All work efforts will be directed by Chattel founder and president, Robert Chattel, AIA. Principal Associate Debi Howell-Ardila will serve as project manager, with additional assistance from other Chattel associates, including Alvin-Christian Nuval and Leslie Heumann.

Policy development is an area of specialty for all members of the Chattel, Inc. key staff team. Robert led efforts to develop the 2010 Historic Preservation and Cultural Resources Element, which won the Governor's Historic Preservation Award in 2011. Robert, Leslie, and Debi also served as key staff in the preparation of the City of San Gabriel Historic Preservation and Cultural Resources Ordinance, which won awards from the Los Angeles Conservancy and California Preservation Foundation in 2018. Debi also assisted the cities of Manhattan Beach and South Pasadena in development of their cultural heritage ordinances and served as principal author for the City of Colton Cultural Resources Element. That effort was honored with a California Preservation Foundation Trustee's Award for Excellence in 2025.

In accordance with your request to include guidance on archaeological and Tribal Cultural Resource issues, we are pleased to partner with Mary Maniery and PAR Environmental Services, Inc. (PAR). Mary led efforts to craft the cultural resources sections of the 2010 Historic Preservation and Cultural Resources Element. This partnership will enhance our ability to tailor the ordinance to the existing conditions and needs of the City. (Paleontology is not part of this scope, as CEQA Guidelines no longer addresses this issue under cultural resources; it now falls under geology and soils.)

This proposal describes the following tasks: (1) Project Initiation Meeting and Literature Review; (2) Draft/Final Historic Preservation Ordinance; (3) Commission and City Council Hearings and Ordinance Finalization; and (4) Community and Commission Work Study Sessions. Incorporated into these tasks is the scope of work by PAR, to prepare the Archaeology and Tribal Cultural Resources provisions for the ordinance. Our cost estimate follows the recommended scope.

Recommended Scope of Work

The following scope reflects our recommended approach for the development of an effective historic preservation ordinance. Two basic principles will guide our work: first, no single preservation ordinance fits for every municipality; policies must be tailored to the City's needs and situation; and second, in concert with the City, we will develop a range of options and provisions for you to consider, to make sure the new law is thorough and balanced.

We welcome your input and feedback to ensure that this recommended scope meets your needs and expectations.

Task 1 Project Initiation Meeting and Literature Review

Upon Notice to Proceed (NTP), Chattel will schedule a meeting with City staff to clarify project priorities and any anticipated areas of public, stakeholder, or decision-maker concern. During this meeting, we will establish with the City a timeline for ordinance preparation and hearings. This meeting will provide an opportunity to review with the City some of the typical options and approaches for each of the issue areas presented by the City.

In addition, the Chattel team will coordinate a meeting with representatives of OTPA and OLA, in order to learn more about the project history and their work to date. This will ensure that the work already completed by this important community group is reflected in the Historic Preservation Ordinance. In order to maximize project resources, an effort will be made to schedule this meeting on the same day as the project initiation meeting with the City.

Drawing on initial input provided by the City, key topics to address in the ordinance include, but might not ultimately be limited, to:

1. Establishment of a local historic register
2. Development of the process and criteria for:
 - o Listing and de-listing of historic resources
 - o Defining and designating historic districts
 - o Designating local landmarks; and
 - o Establishing Cultural Heritage Districts and Neighborhood Character Districts
3. Creation of procedures and thresholds for demolition review
 - o With provisions distinguishing between primary and accessory buildings
4. Establishment of a Cultural Heritage Commission
 - o Including steps for its creation, commissioner requirements, and responsibilities
5. Codification of the relationship (and clarification of the applicability) of Historic Preservation Ordinance to previously adopted Design Standards
6. Historic property project review process, with streamlining through tiered project reviews
 - o Tiered previews would define exemptions (e.g., for minor projects, based on size, visibility from the public right-of-way, and location on lot, among other factors)
 - o Streamlining would also be accomplished by defining the projects and processes subject to administrative versus commission reviews
7. Guidance for historic resources (both in terms of management and project reviews) outside of designated historic districts
8. Guidance on building relocation as potential mitigation to the loss of historical resources
9. A sequential, defensible set of policies, procedures, and penalties related to historic property maintenance, failure to maintain, and demolition by neglect
10. Policies and procedures related to unsafe or dangerous conditions/catastrophic events
 - o Creating a clear nexus between the Historic Preservation Ordinance and the City's emergency ordinance for streamlined review (including under CEQA's statutory exemption for imminent threat)
 - o Developing requirements for structural assessments and/or emergency documentation prior to demolition in certain cases
11. Applicability to broader umbrella of cultural resources (archaeological and Tribal Cultural Resources)
 - o Paleontology is not included in this scope of work, since this area no longer falls under the umbrella of cultural resources in CEQA; this issue area is now addressed under geology and soils
12. Establishment of a clear process and mandatory findings for Certificates of Appropriateness
13. Guidance and information on voluntary historic preservation covenants and the applicability of the California Historical Building Code
14. Definition of cases qualifying for a waiver of City building code requirements for the benefit of maintaining the integrity of a historic resource
15. Development of innovative, robust preservation incentives and refined Mills Act program requirements
16. Information and guidance on streetscape improvements
17. Creating a clear, defensible nexus with CEQA

Based on our experience preparing ordinances and policy documents, our team anticipates an overall timeframe of approximately 6-8 months for completion of the First Administrative Draft Historic Preservation Ordinance. We understand that time is of the essence for this project; this schedule can be updated in accordance with the City's needs.

This task also includes a review of existing policies and development of a draft outline for the Historic Preservation Ordinance. The draft ordinance outline will be presented to the City for review and comment.

Task Deliverables: Draft/Final Outline of Historic Preservation Ordinance

Task Meetings: Up to one (1) in-person meeting and one (1) virtual meeting with City staff (upon project initiation and upon completion of the outline of the Historic Preservation Ordinance); one (1) in-person meeting with representatives of OTPA and OLA, to discuss work completed to date

Task 2 Draft/Final Historic Preservation Ordinance

Concurrent with Task 2, and building on the foundation in place, Chattel will begin preparation of the First Administrative Draft Historic Preservation Ordinance. The ordinance will define, in user-friendly terms, key terms and preservation policies and procedures that reflect the City's needs and objectives as well as clear measures to ensure their enforceability.

This task includes up to three (3) rounds of City review and revisions by Chattel, as described below.

For the first round, the First Administrative Draft will be prepared by Chattel and transmitted to the City in electronic format, in MS Word. The City will provide one composite set of comments on the First Administrative Draft (City comments and edits will preferably be provided using MS Word's revisions tracking function). Upon receipt of the City's comments and edits, Chattel will then implement changes, address comments, and provide the Second Administrative Draft to the City in electronic format, in MS Word.

For the second round, the City will provide one additional round of review and (if necessary) one composite set of comments to Chattel. These comments will be incorporated into the Final Administrative Draft Historic Preservation Ordinance and transmitted to the City for one final confirmation round of review.

For the third round, the City will confirm that all final changes have been made, and the Final Administrative Draft Historic Preservation Ordinance will be presented to the Planning Commission and City Council for review, comment, and adoption. It will also be presented to the Design Review Committee (DRC) as an informational item (described in more detail in Task 3 below). This task also includes attendance at up to two (2) in-person and one (1) virtual meetings with the City, to review comments and edits on the First, Second, and Final Administrative Drafts.

Task Deliverables: First Administrative Draft; Second Administrative Draft; Final Administrative Draft (for internal review, for City review and comment)

Task Meetings: Two (2) in-person and one (1) virtual meetings with City staff

Task 3 Commission and City Council Hearings and Finalization

Under this task, the Final Administrative Draft of the Historic Preservation Ordinance will be presented to City decisionmakers for input and approvals. First, the Final Administrative Draft will be presented in an informational session to the DRC, to glean feedback and answer and address any questions or concerns. DRC feedback will be implemented in the Final Administrative Draft at the discretion of the City.

Next, the Final Administrative Draft will be presented to the Planning Commission and City Council for review, input, an ultimate adoption. Chattel will work with the City to determine the timing for these hearings and presentation schedule.

This task also includes preparation of up to two (2) iterations of a PowerPoint presentation of the ordinance, to be used at the DRC, Planning Commission, and City Council hearings, as well as preparation of two (2) comment matrices, capturing comments from the Planning Commission and from the City Council. The comment matrix will document each specific comment provided, as well as how the comment has been addressed.

We anticipate working closely with City staff, including the City Attorney, through the reviews, revisions, and approvals process. Our final draft will incorporate comments from the City, Planning Commission and/or City Council. This task assumes one (1) round of comments and updates following the Planning Commission hearing, and two (2) rounds of comments and updates following City Council's review.

Task Deliverables: Final Administrative Draft (for public review, and for Planning Commission and City Council review and comment); Final Ordinance; up to two (2) PowerPoint presentations for Planning Commission and City Council

Task Meetings: This task includes in-person attendance at five (5) hearings (one with the DRC; one with the Planning Commission; and up to three with the City Council, as needed through the first and second readings of the ordinance

Task 4 Community and Decision-Maker Outreach and Work Study Sessions

To ensure a smooth review process, community outreach and engagement are key. This task covers three work study sessions—two with the community, and one with the Planning Commission—to proactively address concerns and questions as the ordinance takes shape.

The first two work study sessions, with the community and Planning Commission, will utilize a parallel format and PowerPoint presentation. The goals will be to review, at a high level, the typical components of a preservation ordinance; to answer initial questions; and to solicit feedback on priorities, in a manner that encourages (and documents) input and participation.

The draft presentation will be prepared by Chattel and presented to the City for review prior to the work study sessions. The PowerPoint presentation for this work study session will include a general overview of the typical components of a historic preservation ordinance, including strategies and best practices in designation, managing change, streamlining reviews, and offering incentives. The advantages for adopting an ordinance will also be explored (e.g., ensuring protection of the City's unique historic properties and facilitating compliance with the General Plan and CEQA).

The third work study session, with the community, will present an overview of the Final Administrative Draft ordinance. To streamline project costs, this session will make use of the PowerPoint presentation prepared for the Final Administrative Draft; as referenced in Task 3, this PowerPoint will also be used at the Planning Commission and City Council hearings.

This task covers up to three (3) work study sessions (estimated to run between 1 to 2 hours per session, in person). It is assumed that the City would handle the notification and announcements to the public of this and any other workshop or public outreach meeting and would provide meeting location and any materials to record community member feedback (such as easels, markers, or other materials).

Task Deliverables: One informational PowerPoint presentation on preservation ordinances

Task Meetings: Three in-person work study sessions

Project Assumptions and Exclusions

This section describes our assumptions on the meetings required for this scope of work. Should additional meetings be needed, Chattel staff time will be billed on a time and materials basis according to our contract rates.

General Exclusions

- This scope of work does not include provisions for paleontological resources; pursuant to CEQA Guidelines, this issue area was moved from cultural resources to geology and soils in 2018.
- This scope does not include updates or modifications to existing Design Standards (though our work may result in the recommendation of certain changes to the Design Standards); should this scope be required, Chattel would be pleased to provide a separate proposal and cost..

Task 1 (Project Initiation and Literature Review):

- This task include one (1) in-person meeting and one (1) virtual meeting with City staff (upon project initiation and completion of the ordinance outline) and one (1) in-person meeting with representatives of OTPA and OLA.
- It is assumed that the City will arrange and provide a meeting location for in-person meetings under this task.

Task 2 (Draft/Final Historic Preservation Ordinance)

- This task includes two (2) in-person meetings and one (1) virtual meeting with City staff.

Task 3 (DRC, Planning Commission, and City Council Hearings and Finalization)

- This task includes in-person attendance at five (5) hearings.

Task 4 (Community and Decision-Maker Outreach and Work Study Sessions)

- This task includes three (3) in-person work study sessions.
- It is assumed that the City will arrange and provide meeting locations for the work study sessions under this task.

Cost Estimate

The following not-to-exceed total for this scope of work is based on a careful consideration of the attendant labor and direct costs. Chattel reserves the right to reallocate funds between tasks as needed.

Chattel City of Orange Historic Preservation Ordinance Cost Estimate		Principal / Preservation Architect	Principal Associates	Associates	Total Staff Hours	Task Cost
		\$198	\$158	\$100		
1. Project Initiation Meeting and Literature Review						
1A.	Recommended Outline of Historic Preservation Ordinance	2	13	2	17	\$2,650
1B.	Two (2) meetings with City staff upon project initiation and completion of the outline; one (1) meeting with representatives of OTPA and OLA	2	15	15	32	\$4,266
2. Draft/Final Historic Preservation Ordinance						
2A.	First Administrative Draft; Second Administrative Draft; Final Administrative Draft (for internal review)	8	84	80	172	\$22,856
2B.	Two (2) in-person meetings, one (1) virtual meeting with City staff	3	12	12	27	\$3,690
3. Commission/City Council Hearings and Finalization						
3A.	Final Administrative Draft; Final Ordinance; Two (2) PowerPoint presentations	3	29	15	47	\$6,676
3B.	Up to five (5) in-person hearings total	3	25	25	53	\$7,044
4. Community and Decision-Maker Outreach and Work Study Sessions						
4A.	One informational PowerPoint presentation	1	6	4	11	\$1,546
4B.	Three (3) work study sessions	2	15	15	32	\$4,266
Labor Subtotal:		24	199	168	391	\$ 52,994

Chattel City of Orange Historic Preservation Ordinance Cost Estimate		Principal / Preservation Architect	Principal Associates	Associates	Total Staff Hours	Task Cost
		\$198	\$158	\$100		
Direct Costs (Mileage, \$0.70 per mile, assumes 12 in-person meetings/hearings, 100 miles per meeting/hearing)						\$840
Subconsultant Scope of Work: PAR Environmental Consultants Archaeological and Tribal Cultural Resources Consulting Support						\$ 10,855 (For input by PAR on Tasks 1 through 3)
Subconsultant Management Support (15 percent)						\$ 1,628
TOTAL NOT-TO-EXCEED COST:						\$ 66,317
A	Assumptions: Tasks include budget for project management					

Project Cost Estimate

We propose to work on a time and materials basis, at our reduced municipal rates, for a total not-to-exceed \$66,317.

This amount includes input for the archaeological and Tribal Cultural Resources provisions in the ordinance by our subconsultant, PAR; this task totals \$10,855, with a 15 percent subconsultant management support fee totaling \$1,628.

As Chattel reimburses employees for mileage at the 2025 federal standard of \$0.70, we would seek reimbursement for mileage at this rate (this direct cost is included in the total above). We bill extraordinary expenses of air travel, car rental, hotel, outside photocopying, and film processing and printing at cost. We will utilize the following individuals at stated hourly rates, which you will note are substantially reduced from our regular rates. You will be notified in advance of any changes in the foregoing rates or personnel.

Point of contact for this task order would be preservation planner and architectural historian Debi Howell-Ardila, Principal Associate. Architectural historian and historic architect Robert Chattel would be principal-in-charge and other senior staff and associates are available for project assistance, peer review, and additional subject expertise as necessary.

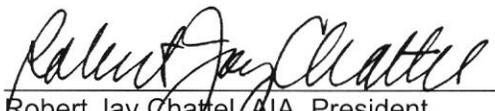
<u>Name</u>	<u>Title/Area of Expertise</u>	<u>Hourly Rate</u>	<u>Reduced Rate</u>
Robert Chattel	Principal	\$378	\$198
Alvin-Christian Nuval	Principal Associate	\$198	\$158
Debi Howell-Ardila	Principal Associate	\$198	\$158
Leslie Heumann	Principal Associate	\$198	\$158
Christine di Iorio	Principal Associate	\$198	\$158
Nels Youngborg	Senior Associate	\$168	\$100
August Phillips	Associate III	\$158	\$100
TBD	Associate II	\$138	\$100
TBD	Associate I	\$118	\$100
TBD	Office Manager	\$78	\$60
Thomas Chandler	Intern	\$58	\$40

This proposal is valid for thirty (30) days. The terms of our existing on-call contract with the City would apply to this task order.

If this proposal and agreement are acceptable, please have the appropriate party complete the document below and return an original signed copy. Should you have questions, please call (818) 421-1767.

Very truly yours,

CHATTEL, INC.

By: 
Robert Jay Chattel, AIA, President
California Architect License No. C27398

Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834

AGREED AND ACCEPTED THIS ____ DAY OF _____, 2025

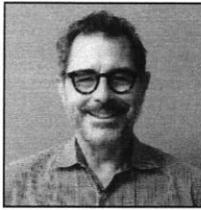
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By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

STAFF BIOGRAPHIES



ROBERT JAY CHATTEL, AIA
President / Historic Architect

Both a licensed general contractor and architect in California with more than 40 years' experience in planning, design and construction, Robert Chattel's unique qualifications include meeting the *Secretary of the Interior's Professional Qualifications Standards* in Architectural History and Historic Architecture. Robert has experience working for non-profit, government, and for-profit entities, including the Los Angeles Conservancy, Community Redevelopment Agency of the City of Los Angeles and a private real estate developer. He holds a B.A. in Architecture from U.C. Berkeley and a M.S. in Historic Preservation from Columbia University. In 1994, he established Chattel, Inc. From its office in Los Angeles, the firm works on design collaboration, environmental review and preservation policy projects in the western United States. As President, Robert specializes in applying the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and interpreting federal, state and local historic preservation law and regulations. Robert and his firm have received awards from the California Preservation Foundation, Los Angeles Conservancy, American Planning Association, and the City of Los Angeles for projects ranging from preservation of the Beverly Hills Waterworks (the subject of his master's thesis) to stabilization of the Breed Street Shul in east Los Angeles, and rehabilitation of the downtown Los Angeles Central Library. Robert has advised the City of Las Vegas on rehabilitation of several historic properties including Mob Museum, Neon Museum, and Historic Westside School.



LESLIE HEUMANN
Principal Associate / Architectural Historian

Leslie Heumann, Architectural Historian, with over 40 years of experience in all aspects of historic resource management, specializes in historic resource surveys, historic assessments, and landmark nominations; use of the *Secretary of the Interior's Standards for Treatment of Historic Properties*; and preparation of documentation pursuant to the California Environmental Quality Act, National Historic Preservation Act, and National Environmental Policy Act. Beginning her career with the City of Pasadena, where she eventually became the coordinator of the citywide Architectural and Historical Inventory, Leslie went on to conduct historic resources surveys in Alhambra, Altadena, Beverly Hills, Carmel, Glendale, Houston, Long Beach, Los Angeles, Rancho Mirage, San Clemente, Santa Ana, Santa Monica, South Pasadena, Upland, West Hollywood and several other communities as well as for the Los Angeles Unified School District and other school districts. Leslie's expertise also includes preparation of context statements and individual property Historic Resource Assessments. She has authored or supervised the preparation of numerous cultural resources impacts reports in support of CEQA and NEPA for projects throughout California ranging in scope from individual developments to General Plan updates. Additional areas of expertise include drafting local historic preservation ordinances, Historic American Buildings Survey documentation and historic school modernization issues. Leslie meets the *Secretary of the Interior's Professional Qualifications Standards* in History and Architectural History.



CHRISTINE DI IORIO, AICP
Principal Associate / Planner and Architectural Historian

Christi di Iorio has over 28 years of experience as a planner working for various cities in California, most recently as project manager for the City of Millbrae where she managed and orchestrated special economic and development projects through the entitlement process. She has also worked as Community

Development Director for City of Marina where she managed six divisions with an annual general fund budget of \$10 million dollars; for the City of Carmel-By-The-Sea as Community Planning and Building Director; and for the City of La Quinta as Planning Manager. Christi holds a Bachelor's degree from Colorado State University in Historic Preservation and a Master of Arts degree from University of California, Riverside in Historic Resources Management. She is certified by the American Institute of Certified Planners (AICP) and meets the *Secretary of the Interior's Professional Qualifications Standards* in History and Architectural History.



DEBI HOWELL-ARDILA, MHP
Principal Associate / Architectural Historian and Preservation Planner

Debi Howell-Ardila is an award-winning historic preservation professional with 20 years' experience in environmental compliance and historic preservation. She has extensive experience in researching and writing about California's architectural history as well as applying the regulatory framework of its diverse cities to the built

environment. Debi's experience has included the preparation of thematic historic context statements, citywide historic resource surveys, environmental compliance studies in support of CEQA, landmark nominations, and Secretary of the Interior's Standards project reviews.

Over the past decade, Debi has developed a specialized practice in preservation policy, having participated in the drafting of three historic preservation ordinances and a cultural resources element. Debi served as project manager and lead preservation specialist in the preparation of the City of San Gabriel Historic Preservation and Cultural Resources Ordinance. This ordinance, which included provisions for historic, archaeological, and Tribal Cultural resources, which won awards from the Los Angeles Conservancy and California Preservation Foundation in 2018. Debi also assisted the cities of Manhattan Beach and South Pasadena in development of their cultural heritage ordinances and served as principal author of the City of Colton Cultural Resources Element. That effort was honored with a California Preservation Foundation Trustee's Award for Excellence in 2025.

Debi holds a master's degree in historic preservation from the University of Southern California and bachelor's degree from the University of California, Berkeley. Debi exceeds the Secretary of the Interior's Professional Qualification Standards in Architectural History and History.



ALVIN-CHRISTIAN NUVAL
Principal Associate / Planner

Alvin holds both a Master of Urban and Regional Planning with concentrations in Design and Development and Transportation Policy and Planning and a B.A. in Global Studies with a Minor in Education Studies from UCLA, where his master's capstone project focused on identifying ways to support teachers, educators, and parents in introducing urban planning topics to elementary school-aged children. For his work, he received a Shapiro Fellowship and was selected by the Lewis Center for Regional Policy Studies as a student grantee. In 2018, Alvin received a Student Scholarship to attend the National Asian & Pacific Islander American Historic Preservation Forum in San Francisco. Alvin's professional experience includes interning for Chattel prior to advancing as an Associate, working with cultural community-based organizations in Historic Filipinotown and Little Tokyo, and engaging in the production of events such as the Los Angeles Asian Pacific Film Festival and CicLAvia. At Chattel, Alvin has worked on a variety of projects including preparation of historic resource assessments and local landmark nominations and review of projects for conformance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. He has completed two Section 106 reviews for the County of Kern and successfully listed the Edward and America Griffith House and the New Lynn Theater, both in Laguna Beach, in the National Register of Historic Places. Currently, Alvin is working with a team of historians to develop an interpretive history walk at Roosevelt High School in Boyle Heights. Alvin enjoys researching the background of different properties using newspaper articles and is passionate about making history more accessible to people of all ages and backgrounds.



NELS YOUNGBORG
Senior Associate / Architectural Historian

Nels Youngborg has thirteen years of experience in the architectural inspection services and historic preservation fields. He holds a Masters Certificate in Historic Preservation from the University of Texas, San Antonio and is completing his thesis for a M.S. in Historic Preservation from the University of Pennsylvania. For over six years, Nels worked as a consultant to advise public housing authorities on best practices for maintaining, weatherizing and rehabilitating their properties and how to approach projects that would impact historic resources. These services required experience with material life-cycle analysis, LEED AP accreditation, federal certification for real estate assessment, and intimate knowledge of Federal and State regulations regarding historic resources. Nels also worked as a student professional worker and an emergency appointment planning assistant at the City of Los Angeles Department of City Planning Office of Historic Resources for two years. He managed the Historic-Cultural Monument program, worked with the Cultural Heritage Commission to create their hearing schedule, wrote staff reports to advise the City's historic preservation cases, assisted in management of the Mills Act program, reviewed and cleared permits for historic resources, reviewed Environmental Impact Reports that proposed potential impacts to historic resources, and served as the social media coordinator for SurveyLA, the Los Angeles Citywide Historic Resources Survey. At Chattel, Nels has continued to manage aspects of the City of Los Angeles's Mills Act Program, including pre-approval and periodic inspections. Nels specializes in assessment of historic significance, design review, permit expediting, geolocational database management and map creation through ArcGIS software, material condition assessment and risk analysis, preparation of documentation to support local, State and Federal historic preservation regulations, such as the Los Angeles Cultural Heritage Ordinance, Mills Act, California Environmental Quality Act (CEQA), National Historic Preservation Act (NHPA), and compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.



AUGUST PHILLIPS
Associate III / Historian

August holds a M.A in Public History from California State University, Sacramento with a concentration in Historic Preservation and a B.A in both History and Middle East/South Asia Studies from University of California, Davis. For their thesis project, August nominated the Guild Theater in Sacramento to the National Register of Historic Places and is completing the process of successfully listing the property. They served as a board member for the Research and Creative Activity Advisory Board at Sacramento State and worked to maintain equitable and accessible platforms for students to present research and mitigate potential barriers. They also contributed to the redesignation of Sutter's Fort in Sacramento as a National Historic Landmark. August's professional experience includes working as a Cultural Resources Assistant with the California Energy Commission where they mapped site records and environmental compliance reports using ArcGIS Online geospatial database, conducted ethnographic research, and co-authored the Tribal Energy Resiliency Conference Report. At Chattel, August has worked on a variety of projects including, preparation of historic resource assessments and review of projects for conformance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. August has completed Section 106 review for the Sam and Alfreda Maloof Compound Roof Replacement and successfully listed the Ballard Adobes in Los Olivos, in the National Register of Historic Places. They have also contributed to preparing the Las Vegas Historic Design Guidelines for John S. Park and Beverly Green Historic Districts. August additionally project managed, designed, and helped prepare the Historic Westside Design Guidebook for the City of Las Vegas, which guides new infill development based on historic precedent.



THOMAS CHANDLER
Intern

Thomas holds a M.A. in Urban and Regional Planning from UCLA with a concentration in Design and Development and a B.A. in Architectural Studies from Colby College with minors in Environmental Studies and Art. For his master's capstone project, Thomas worked with the City of Los Angeles Office of Historic Resources to research and evaluate how municipalities in California had begun adopting and implementing objective development standards for housing development projects in historic districts and on parcels with designated landmarks. Thomas's professional background is in construction project and program management, and he has supported the global expansion of Uber's former electric bike and scooter business and the delivery of innovative office spaces for Microsoft. While interning at PATH Ventures, he aided in acquisition and development of permanent supportive affordable housing across Southern California. Thomas is particularly interested in how historic preservation and cultural heritage conservation can advance planning goals in affordable housing, climate resilience, and community development. He joined Chattel as an intern in 2025.

PAR Environmental Consultants, Inc.
Archaeological and Tribal Cultural Resources Consulting Support

PARs principal, Mary L. Maniery, will serve as primary Quality Control and co-author for the Ordinance. Mary has provided similar services to the cities of Orange, Monterey, San Luis Obispo, Sacramento, Folsom, and Vallejo, as well as private-sector client such as the Pacific Gas and Electric Company. In the event of the optional public outreach meetings being adopted by the City, Mary will attend the meeting to represent the PAR team. Andrea “Ellie” Maniery will serve as Principal Investigator/Senior Archaeologist. In this role, she will co-author the Ordinance for archaeological and Tribal Cultural Resources and lead the review process. Ellie will also attend all meetings. Devin Cossey will provide assistance in revising the documents following comments by Chattel and City staff and providing graphical and mapping support. Additional information on PAR key personnel are provided below.



Mary Maniery, M.A., RPA
Principal Investigator, Quality Control

Mary Maniery holds B.A. degrees in History and Anthropology and an M.A. degree in Anthropology from California State University, Chico. She has been working as an historian, architectural historian, and historical archaeologist in California, and eight other western and midwestern states since 1976. She has worked closely in the past with federal, state, cities, counties, the SHPO, and the Advisory Council on Historic Preservation to ensure compliance with Section 106 of the National Historic Preservation Act, CEQA, and other pertinent regulations. Her work has covered all phases of the Section 106 process, including the initial inventory and assessment, assessing impacts of project-related activities on eligible sites, preparing agreement documents between clients (like PG&E, City of Monterey, Caltrans, United States Army Reserve, United Auburn Indian Community, and others), SHPO and the ACHP, and conducting appropriate data recovery and mitigation projects. She has prepared archaeological sections for the City of San Luis Obispo General Plan update, City of Monterey Historic Preservation Ordinance and General Plan Update, and the City of Orange Archaeological Sensitivity and Cultural Resources Element. She served as historical archaeologist on the State Historical Resources Commission for over five years under Governor Gray Davis.



Andrea “Ellie” Maniery, RPA
Principal Investigator/Senior Archaeologist

Ellie Maniery holds a B.A. degree in Anthropology and an M.A. degree in Anthropology with a geoarchaeology emphasis from University of Nevada, Reno and has fourteen years of professional experience. She has led intensive surveys, test excavations, and data recovery projects for precontact and historical sites in California, served at all stages of precontact and historic archaeology, organized monitoring projects, and conducted coordination with Native American Tribes. She assisted Mary Maniery in preparation of Cultural Resources Ordinance for the City of Monterey in 2019. Over the past five years she has served as a PAR Principal Investigator, including on a recent survey of over 400 miles in Trinity County. This survey resulted in recordation and management of over 600 sites. Ellie has experience conducting surveys for precontact and historical archaeological resources and historic buildings, planning and completing testing and data recovery work at precontact sites in California, Nevada, and Utah, has completed several geoarchaeological studies. She has prepared reports for compliance with Caltrans, Section 106, and CEQA. She has served as Field Director or PI since 2018 on Phase II and III studies reviewed by the USFS, BLM, and other agencies. She meets the Secretary of the Interior’s qualification criteria as an archaeologist. Ellie is well-versed in project management, geoarchaeology, historic archaeology, precontact archaeology, groundstone, and lithic analysis.



Agenda Item

Orange City Council

Item #: 3.7.

11/12/2025

File #: 25-0568

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Professional service agreements for on-call engineering services.

2. SUMMARY

On-call service agreements provide access to specialized services and give the City the flexibility to use them only when needed. These agreements will authorize each consultant to provide various engineering services, based on the City's evolving needs and on an as-needed basis.

3. RECOMMENDED ACTION

Approve on-call professional services agreements with 27 firms for various services, with not-to-exceed amounts of \$100,000 or \$250,000; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

There is no fiscal impact at this time. Services will be utilized on a case-by-case basis and costs will be charged to the appropriate adopted Fiscal Year 2025-26 capital and operating budgets.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

On-call engineering contracts provide access to engineering services and enable staff to manage significantly more work than would otherwise be possible. Additionally, on-call engineering consultants can provide valuable support to the Public Works Department by ensuring projects and essential operations continue smoothly during periods of low staffing. The selected consultants will supplement City staff by assisting with various engineering projects or studies.

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In response to the RFP, staff received proposals from 27 consultants. The proposals were reviewed

by a three-member evaluation committee composed of Public Works staff. The RFPs were reviewed based on quality of submittal, key staff, qualifications, experience, and understanding of requested scope and methodology. As a result, all 27 were deemed well qualified and selected to be included on the City's "bench" of on-call engineering consultants.

Staff recommends awarding agreements to the firms listed below.

	Firms
1	ADVANTEC Consulting Engineers, Inc.
2	AGA Engineers, Inc.
3	Arcadis U.S., Inc.
4	Bowman Consulting Group Ltd.
5	DKS Associates
6	Engineering Resources of Southern California, Inc.
7	Fehr & Peers
8	General Technologies and Solutions (GTS) Inc.
9	H.W. Lochner, Inc.
10	Hartzog & Crabill, Inc.
11	Interwest Consulting Group Inc.
12	Iteris, Inc.
13	JMDiaz, Inc.
14	Kimley-Horn and Associates, Inc.
15	Kittelson & Associates, Inc.
16	LG2WB Engineers, Inc., dba Linscott, Law & Greenspan, Engineers (LLG)
17	LIN Consulting, Inc.
18	Michael Baker International, Inc.
19	Minagar & Associates, Inc.
20	Stantec Consulting Services Inc.
21	T J K M
22	TKE Engineering, Inc.
23	Transtech Engineers, Inc.
24	W.G. Zimmerman Engineering, Inc.
25	Willdan Engineering
26	Wolfe Engineering and Design, Inc.
27	Wood Rodgers, Inc.

Having access to such a deep consultant bench provides several benefits to the City, including providing (1) greater capacity to quickly respond to various engineering needs, particularly in

situations where one or more consultants has too many commitments to meet the City's scheduling requirements, (2) on-demand access to a broader spectrum of technical expertise, (3) and operational flexibility to augment services in response to staffing vacancies.

Of these agreements, 24 are not-to-exceed \$100,000 each. However, the agreements for Interwest Consulting Group Inc., Stantec Consulting Services Inc., and Willdan Engineering are not-to-exceed \$250,000 each. These three firms were selected for higher contract values because they offer a broader range of civil engineering services that allow them to support multiple divisions within the Public Works Department.

With recent staffing shortages and high turnover in the city's Public Works Engineering Division (currently at 25 percent staffing,) staff anticipates relying on these firms to minimize disruption to infrastructure maintenance and project delivery while recruitments are taking place, or if additional staffing vacancies were to occur in the foreseeable future.

All services under these agreements will be performed on an as-needed, task-by-task basis. Consultants from the bench will be utilized only when there is a need and funding has been identified. Payment will be made according to the actual cost of services requested by the City. The costs for these contracts will be charged to various operating and project accounts, depending on the type of work performed. Funding for the first year of these contracts is included in the adopted Fiscal Year 2025-26 Public Works Operations and Projects budget. Funding for subsequent years will be requested through the annual budget adoption process.

7. ATTACHMENTS

1. Agreement with ADVANTEC Consulting Engineers, Inc.
2. Agreement with AGA Engineers, Inc.
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25. Agreement with Willdan Engineering
26. Agreement with Wolfe Engineering and Design, Inc.
27. Agreement with Wood Rodgers, Inc.



Agenda Item

Orange City Council

Item #: 3.7.

11/12/2025

File #: 25-0568

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Professional service agreements for on-call engineering services.

2. SUMMARY

On-call service agreements provide access to specialized services and give the City the flexibility to use them only when needed. These agreements will authorize each consultant to provide various engineering services, based on the City's evolving needs and on an as-needed basis.

3. RECOMMENDED ACTION

Approve on-call professional services agreements with 27 firms for various services, with not-to-exceed amounts of \$100,000 or \$250,000; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

There is no fiscal impact at this time. Services will be utilized on a case-by-case basis and costs will be charged to the appropriate adopted Fiscal Year 2025-26 capital and operating budgets.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

On-call engineering contracts provide access to engineering services and enable staff to manage significantly more work than would otherwise be possible. Additionally, on-call engineering consultants can provide valuable support to the Public Works Department by ensuring projects and essential operations continue smoothly during periods of low staffing. The selected consultants will supplement City staff by assisting with various engineering projects or studies.

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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 ADVANTEC CONSULTING ENGINEERS, INC., a California corporation ("Contractor"), who agree as follows:

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

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

2. Compensation and Fees.

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

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

3. Payment.

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

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

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

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

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

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

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

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

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

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

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

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

12. **Reserved.**

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

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

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

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

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

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

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

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

17. **Indemnity.**

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

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

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

“CONTRACTOR”

“CITY”

Advantec Consulting Engineers, Inc
1200 Roosevelt
Irvine, CA 92620
Attn.: Carlos A. Ortiz, CEO

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

Telephone: 949-861-4999
E-Mail: cortiz@advantec-usa.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

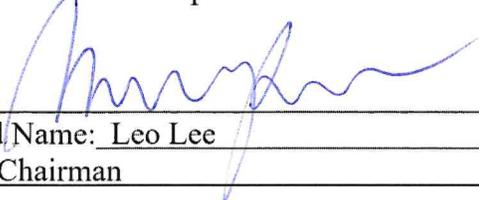
IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

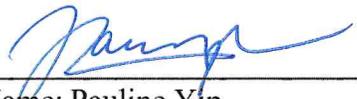
“CITY”

ADVANTEC CONSULTING ENGINEERS, INC., a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Leo Lee
Title: Chairman

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Pauline Yip
Title: CFO

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.

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

SECTION III

SCOPE OF WORK

RFP NO. 24-25.24

SECTION III: SCOPE OF WORK

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

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

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

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

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

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

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

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

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

Deliverables

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

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

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



The following summarizes **key team members** including their years of experience, responsibility, availability, and current/on-going projects.

Key Team Members	Current/On-going Projects
<p>CARLOS ORTIZ, PE, TE, PTOE YEARS OF EXPERIENCE: 36 RESPONSIBILITY: PROJECT DIRECTOR responsible for ensuring staff availability and resources throughout the life of the project. AVAILABILITY: 60%</p>	<ul style="list-style-type: none"> CVAG Regional Traffic Signal Synchronization, Phase II and III (Coachella Valley, CA) On-Call Traffic Engineering Services (Riverside County, CA) US 50 Intelligent Transportation System (Placerville, CA)
<p>JOHN DORADO, PE YEARS OF EXPERIENCE: 26 RESPONSIBILITY: PROJECT MANAGER will be responsible for coordination, deliverables, and to support City staff. TASK LEADER for Traffic & Transportation Studies; 3rd Party Traffic Study Review AVAILABILITY: 75%</p>	<ul style="list-style-type: none"> Traffic Signal Upgrades (HSIP Cycle 9) Project (Oceanside, CA) On-Call Traffic Engineering Services (Claremont, CA, Riverside County, CA, and Huntington Beach, CA) Citywide ITS/Adaptive-Responsive Traffic Control Upgrade (Monterey Park, CA) HSIP Cycle XI Citywide LPI Signal Timing Implementation and Engineering Design Project (Riverside, CA)
<p>MADELEINE ORTIZ YEARS OF EXPERIENCE: 9 RESPONSIBILITY: ASSISTANT PROJECT MANAGER will be responsible for coordination, deliverables, and to support City staff. AVAILABILITY: 70%</p>	<ul style="list-style-type: none"> Citywide ITS/Adaptive-Responsive Traffic Control Upgrade (Monterey Park, CA) HSIP Cycle XI Citywide LPI Signal Timing Implementation and Engineering Design Project (Riverside, CA) Citywide ITS/Adaptive Upgrade (Alhambra, CA)
<p>JOHN COX YEARS OF EXPERIENCE: 26 RESPONSIBILITY: TASK LEADER for Traffic Interconnect/ Communications/ITS Design and PS&E AVAILABILITY: 70%</p>	<ul style="list-style-type: none"> CVAG Regional Traffic Signal Synchronization, Phase II and III (Coachella Valley, CA) On-Call Traffic Engineering Services (Riverside County, CA) US 50 Intelligent Transportation System (Placerville, CA)
<p>JOSE GUEDES, TE YEARS OF EXPERIENCE: 35 RESPONSIBILITY: TASK LEADER for Traffic Signal Operations AVAILABILITY: 70%</p>	<ul style="list-style-type: none"> Olympiad-Felipe RTSSP (Mission Viejo, CA) On-Call Traffic Engineering Services (Glendora, CA) Citywide ITS/Adaptive Upgrade (Alhambra, CA) Citywide Signal Assessment and Master Plan (Upland, CA)
<p>JONATHAN DELGADO, PE YEARS OF EXPERIENCE: 12 RESPONSIBILITY: TASK LEADER for Traffic Control And Plan Check Review & Grant Applications AVAILABILITY: 70%</p>	<ul style="list-style-type: none"> On-Call Traffic Engineering Services (Claremont, CA, Riverside County, CA, and Huntington Beach, CA) CVAG Regional Traffic Signal Synchronization, Phase II and III (Coachella Valley, CA) Citywide Engineering and Traffic Survey (Glendora CA)
<p>CHRIS BUSCARINO, PE YEARS OF EXPERIENCE: 35 RESPONSIBILITY: TASK LEADER for Civil Design and Drainage AVAILABILITY: 65%</p>	<ul style="list-style-type: none"> Mission Inn Roadway Improvements (Riverside, CA) County of Riverside On-Call Traffic Engineering (Riverside County, CA) Rosemead Blvd at I-10 Fwy Westbound Ramps (Rosemead, CA)

G.1.1 OUR SUBCONSULTANTS

We bring outstanding professional firms to support us on this project, as needed. The table below indicates the professional services that will be provided by each subconsultant and each firm’s contact information.

<p>Counts Unlimited, Inc PO Box 1178, Corona, CA 92878 Mr. Abe Campos; Ph: 951-268-6268 counts@countsunlimited.com DIR 1000540799</p>	<p>Services to be Provided: Traffic data collection including Speed Survey, ADT, turning movements, and travel time data Support</p>
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 Counts Unlimited, Inc. specializes in traffic data collection and has been serving the Southern California area for the past 28 years. Their primary goal is to provide accurate and comprehensive traffic data collection services at a reasonable cost to the transportation engineering community throughout Southern California.



CL Survey & Mapping, Inc. 400 East Rincon Street, Suite 202, Corona, CA 92879 Mr. Lam Le, PLS; Ph: 909-484-4200 lam@cl-survey.com DIR 1000007166	Services to be Provided: Topographic Survey, Mapping, Right-of-Way Engineering, Legal Descriptions, and Easements Support
 CL Survey & Mapping, Inc. was founded in 2007 by Lam Le, PLS and Dan Calvillo, PLS. CL Surveying & Mapping is a Certified DBE, MBE and SBE Land Surveying Firm. Their teams of qualified and experienced licensed surveyors that prepare Records of Survey, Engineering Drawings, Stake-out Services, As-built Surveys, Parcel Maps & Parcel Map Exemption Applications (Lot Line Adjustments), Tract Maps, Legal Descriptions, ALTA Surveys.	
CR Associates 714 W Olympic Blvd., Ste. 609 Los Angeles, CA 90015 Mr. Trevor Briggs, PE; Ph: 949-205-7250 tbriggs@cramobility.com DIR 1000020628	Transportation Planning /Grant Application Assistance/Vehicle Miles Traveled (VMT) Analysis
 Chen Ryan Associates, Inc. , provides a fully multimodal approach for every project. Thier services include traffic engineering, traffic operations, CEQA/VMT Analysis, mobility studies, parking analysis, grant applications, active transportation planning & design, roadway, drainage, and complete streets.	

G.2 OUR RANGE OF SERVICES

ADVANTEC provides the full range of services that meets and exceeds the requirements for this on-call contract.

Traffic Engineering and Intelligent Transportation System (ITS) Design Services

ADVANTEC has an outstanding reputation in traffic engineering and ITS planning and design. Members of the firm have extensive project experience working directly for municipal, county, state, and federal agencies and providing consulting services to private clients. ADVANTEC's specific traffic engineering and ITS design services include:

- ✓ Signing and Stripping
- ✓ Stage Construction/Traffic Handling
- ✓ Traffic Signal Systems
- ✓ Traffic Signal Communication Systems
- ✓ Intelligent Transportation Systems
- ✓ Traffic Surveillance Systems
- ✓ Ramp Metering Systems
- ✓ Dynamic Message Signs
- ✓ Video Surveillance/Detection Systems
- ✓ Signal Timing and Coordination
- ✓ Lighting Systems
- ✓ Utility Relocation Coordination
- ✓ Traffic Management Centers
- ✓ Agency Permitting
- ✓ Shop Drawings Review
- ✓ Preparation of Record Drawings
- ✓ Contract Administration
- ✓ Shop Drawings Review
- ✓ Construction Management
- ✓ Construction Inspection

Traffic Studies and Transportation Planning

ADVANTEC emphasizes traffic planning and design techniques to satisfy the requirements of a study site's traffic while minimizing the impact on non-site traffic. This is accomplished by utilizing any or all of the following external study site traffic analyses:

- ✓ Before & After Travel Demand
- ✓ Traffic Impact Analysis
- ✓ Intersection Level Of Service Analysis
- ✓ Bicycle/Equestrian/Pedestrian Trail Systems
- ✓ Traffic Signal System Evaluation
- ✓ Circulation Analysis
- ✓ Parking Analysis
- ✓ Engineering and Speed Survey
- ✓ Conceptual Plans
- ✓ Safe-Route to School
- ✓ Traffic Signal Communication Master Plan
- ✓ Traffic Signal Warrants
- ✓ Lane Storage Analysis
- ✓ Sight Distance Analysis
- ✓ Community Outreach

Traffic Signal Timing, Coordination and Operations

ADVANTEC strives to improve traffic progression and minimize travel delays for the public. When it comes to signal timing, coordination, and operations, we review all critical traffic signal, timing parameters, and detector attributes and settings to ensure optimal and safe traffic signal operation at all project intersections for both coordinated and free operation. Some of the key traffic signal synchronization elements include:

- ✓ Signal Timing
- ✓ Signal Operations
- ✓ Signal Implementation
- ✓ Signal Synchronization
- ✓ Signal Optimization and Fine Tuning
- ✓ Before and After Studies
- ✓ Measurements of Effectiveness
- ✓ Arterial Level of Service
- ✓ Greenhouse Gas Emissions Reporting
- ✓ Minimum Greens
- ✓ Pedestrian crossing distance
- ✓ Pedestrian crossing speed
- ✓ Yellow times and All-red times
- ✓ Detection parameters

Transportation, Municipal and Civil Engineering

ADVANTEC's transportation, municipal and civil engineering team has an outstanding reputation for providing our clients with complete, thorough, and constructible designs. Our senior engineers are on the leading edge of roadway design, and bring recent experience with complete streets, active transportation, and road diets. Our experience includes work on:



- ✓ Freeway/Interchange Design
- ✓ Arterial Highway Design
- ✓ Pavement Rehabilitation
- ✓ Site Development
- ✓ ADA Ramp and Sidewalk Obstruction Retrofit
- ✓ Project Study Reports, Project Reports, Fact Sheets and FNM-76
- ✓ Storm drain and Drainage Design
- ✓ Grade Separation and Railroad Grade Crossing
- ✓ Roadway Safety Audit
- ✓ Bicycle & Pedestrian Facilities
- ✓ Transit facilities
- ✓ Intersection Improvements
- ✓ Complete Streets
- ✓ Active Transportation
- ✓ Value Engineering

Other Professional Services

ADVANTEC has extensive experience providing other professional services to our public and private clients as part of small- and large-scale project delivery, including:

- ✓ Project Coordination
- ✓ Utility Notification & Coordination
- ✓ Staff Augmentation
- ✓ Construction Management
- ✓ Grant Application Services
- ✓ Renderings
- ✓ City Council Presentation
- ✓ 2-D and 3-D Simulations
- ✓ Plan Check Services
- ✓ Traffic / Transportation Studies Review

G.3 Project Specific Experience

We have prepared the following matrix outlining similar current projects and recently completed projects and their associated elements of work.

PROVEN EXPERIENCE FOR EVERY MAJOR MUNICIPAL TRAFFIC/TRANSPORTATION PLANNING & ENGINEERING NEEDS	Grant Applications	Transportation / Traffic Studies / Traffic Calming	Conceptual / Preliminary Design	Street Improvements	Signing and Striping	Traffic Signals Improvements	ITS Planning & Design	Traffic Signal Timing & Synchronization	Stage Construction / Traffic Handling	Construction Support	Plan Checking Services	On-Call / As-Needed Services
City of Orange On-Call Traffic Engineering Services	✓		✓			✓	✓	✓		✓		✓
City of Mission Viejo Public Works/ Public Services Professional Consultant	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
City of Mission Viejo Design Services for Olympiad Rd-Felipe Rd TSSP			✓			✓	✓	✓		✓		✓
OCTA Los Alisos Blvd Route RTSSP			✓			✓	✓	✓		✓		✓
City of San Clemente On-Call Traffic Engineering Services		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
City of Anaheim On-Call Traffic Engineering Services			✓	✓	✓	✓	✓			✓		✓
City of Irvine On-Call Traffic Engineering Services			✓	✓	✓	✓	✓			✓		✓
City of Huntington Beach On-Call Traffic Engineering Services			✓		✓	✓	✓	✓		✓		✓
City of Laguna Beach On-Call Traffic Engineering Services		✓	✓									✓
City of Newport Beach On-Call Traffic Engineering Services			✓		✓	✓	✓	✓		✓		✓
City of Claremont On-Call Traffic Engineering Services	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Pomona On-Call Traffic Engineering Services		✓	✓		✓	✓	✓	✓	✓	✓		✓
City of Palm Desert On-Call Traffic Engineering Services		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Riverside County On-Call Traffic Engineering Services	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



G.4 PROJECT MANAGEMENT APPROACH

ADVANTEC’s proposed project team is committed to providing high-quality, responsive Traffic Engineering Services, Traffic Signal Operations Services, Transportation Engineering Services and Traffic Signal interconnect System Support to the City of Orange. With a deep understanding of the City’s unique transportation challenges and opportunities, ADVANTEC’s objective is to leverage our extensive technical expertise and innovative solutions to address current and future transportation needs. We aim to be a trusted partner to the City, offering comprehensive support throughout all phases of each project, from initial planning and design to implementation and ongoing maintenance. Our approach is centered around facilitating smooth project execution, ensuring that each project is completed on time, within budget, and to the highest standards of quality and efficiency. By integrating cutting-edge ITS technologies and advanced traffic engineering principles, we strive to enhance Orange’s transportation infrastructure’s safety, mobility, and sustainability, ultimately improving its residents’ and visitors’ quality of life.

Project Management Work Plan Process and Methodology

Our Project Manager, **Mr. John Dorado, PE**, and key task leaders are expected to serve in their respective roles throughout the agreement. ADVANTEC has significant experience working on simultaneous tasks for clients under as-needed contracts and on multiple tasks associated with larger projects. This is the nature of our business, and Mr. Dorado has demonstrated his ability to manage and maintain budgets and schedules while working on concurrent projects. Mr. Dorado will be the city’s primary point of contact. He will be supported by experienced California registered Civil and Traffic Engineers and other qualified professionals capable of managing day-to-day tasks under this contract.

Typical Project Methodology

ADVANTEC’s approach providing professional consultant services is based on years of project experience completing On-Call Traffic Engineering Services for public agencies across Southern California. Through this experience we have developed a logical, efficient approach that blends basic principles of traffic, transportation, and civil engineering with our fresh, creative thought process. Our methodology approach will provide us with cost control measurements, development of quality products, and ability to meet the task order or project schedule. In addition, our methodology approach offers the entire team our communication, cooperation, commitment, responsiveness, and requirement process on each project or task order. The graphic on this previous page



illustrates our process once a task order is requested. One key element to our success is communication with the City’s Project Manager from task order beginning to end to make sure that the City stays current on design issues. We understand the importance of responding quickly so that accurate decisions can be made. Recognizing that each project will develop its own challenges and unique tasks based on location, and that the breadth of study area and design issues will vary from project to project, we generally follow a similar approach when initiating a project task:

- 1) **Understand the City’s Goals:** In order to be successful on any project, it is vital that the Project Manager and Task Leaders understand the final product. We will meet with City of Orange staff to learn what the important issues are on each task order. We will understand the budget, schedule, and scope of work before planning the project so that we can begin to formulate a detailed scope of work and identify critical path issues.
- 2) **Prepare a Detailed Work Plan:** We will define all project tasks, their relationship with one another, and their associated time frame for completion. We will develop a list of needs to identify specialized expertise required to maintain the schedule and complete tasks. Budgets will be established for each task to ensure the project team stays on track. We will provide City staff with a detailed Project Schedule. In addition, we will provide the City of Orange with our Project Management Plan, Quality Control/Quality Assurance Plan, and Resource Plan.



Project Execution

Following notice to proceed, we will coordinate resources, oversee the completion of technical tasks, and keep the project team and stakeholders informed of the project’s status and any new findings. Our Project Manager will continuously monitor the project’s progress, budget, and schedule to identify areas requiring attention. Virtual meetings will be held with the City’s project manager and key stakeholders every month to identify issues early and inform everyone of the project’s status. ADVANTEC uses various project management tools to give all team members and City staff access to archived deliverables, milestone schedules, to-do lists, and a history of project communications, further fostering a collaborative working environment.



Final Project Delivery and Closeout

As each project or task order ends, Mr. Dorado will confirm that all final deliverables have been provided. These include all digital files and hard copies in the City’s preferred format. Final invoices will be processed quickly to facilitate contract administration.

Experience Working with Concurrent Task Assignments

ADVANTEC takes great pride in our long-standing history of providing as-needed and extension of staff services for public sector clients. In Southern California, we have provided these services for the cities of Orange, Corona, Huntington Beach, Irvine, Mission Viejo, San Clemente, Anaheim, Newport Beach, Laguna Beach, Claremont, Pomona, Diamond Bar, Long Beach, Lawndale, County of Riverside, County of Los Angeles, and Caltrans, as well as several other public agencies throughout California. Our staff is accustomed to meeting demanding project schedules by pooling our resources from skilled staff throughout the region, when necessary, to ensure our clients are provided the highest quality of service and on-time performance. We balance our workload, availability, and deliverables every week. Our key personnel and support staff have similar management, planning and design experience; therefore, we can work on concurrent tasks, and have the flexibility to bring other staff together to meet project deliverables.

G.5 PROJECT MANAGEMENT TOOLS

A strong project management and communication plan is critical to contract/project success. Providing access to the right team at the right time is essential to any on-call contract. Through experience on other on-call contracts, we will provide seamless execution on each and every project or task order. Our project management communication plan establishes the chain of command for the team involved in any and all task orders, providing well-defined roles and responsibilities.

Our Project Manager, Mr. John Dorado, PE, is the single point of contact for all task order initiation and contract discussions. The Entire Team is Highly Experienced in On-Call and Task Order-Driven Contracts. We understand the need to be responsive to the requirements of such contracts with fast mobilization, as demonstrated through our ability to complete task orders through previous On-Call Contracts with other agencies.

To ensure a fast response with the right resources on task orders, our project manager will meet regularly with City of Orange staff to discuss upcoming projects or tasks that may require consulting services through this contract. Upon issuance of a task order, our Project Manager and selected ADVANTEC Team members will meet with the responsible City’s personnel to define the project scope. A detailed work plan will then be developed by the ADVANTEC team, reviewed, negotiated, and approved by the contract and/or project managers. This establishes the work parameters and defines the scope of work, schedule, budget, and deliverables for each task order.

As part of the project management plan, we ensure our deliverables are of the highest quality before being submitted to the City. They must initially pass our internal quality review process which consists of a series of separate internal reviews before any project deliverable is provided for review to a Client. Following the City’s review, the comments are addressed, and the process is repeated. ADVANTEC’s internal program to track progress, maintain quality control, and schedule are led and orchestrated by the Project Manager with all project personnel participating directly in the process as independent reviewers.





Internet Based Tools and Project Management Software

ADVANTEC utilizes the Microsoft Suite of software including OneDrive which provides online access for all software that we typically utilize, such as Outlook for email, Word, Excel, PowerPoint, others. We also use Ajera for project management and accounting software to track tasks and budgets.



In addition, ADVANTEC's latest strategy to maintain coordination, task order status, and deliverables is to create and maintain a **file-sharing portal** to be used for project correspondence, file transfer and repository, and schedule management. This helps all staff internally and provides a singular location where the City can go to find status on all task orders, action items, deliverables, outstanding items, schedule, and next steps. We are currently using Microsoft Teams on similar projects, which has been effective. We will discuss this platform and our options with the City prior to implementation.

G.6 QUALITY ASSURANCE/QUALITY CONTROL

The ADVANTEC Team's QA / QC Program is a continuous process used not just at project milestones, but also on a daily basis as workflows from desk to desk, discipline to discipline and consultant to client. Our Project Manager and task leaders will oversee their staff on a daily basis. We will identify key contacts for ease of inquiries regarding project status. Mr. Dorado will work with the management and implementation of our QA/QC plan. A sampling of these policies and procedures is identified below.

Policy	Approach
Defined roles and responsibilities of key staff	<ul style="list-style-type: none"> Specify individual responsibilities for each of the positions in the QA/QC organization structure; QA/QC training for all project staff holds overall team QA/QC kick off meeting to review QA/QC plan and expectations.
Dissemination and retention of pertinent reference information	<ul style="list-style-type: none"> Establish process for flow of project documentation to key staff and document control procedures (e.g., scope of work, invoice/progress reporting, meeting minutes/action items, deliverables, etc.).
Expectations of internal/external Project Team and design interface meetings	<ul style="list-style-type: none"> Develop consistent meeting minutes, action item tracking, and issue resolution log format.
Expectations for regular "over the shoulder" reviews by Discipline/Task Manager	<ul style="list-style-type: none"> Define protocols for continuous review process during plan/document preparation to ensure multiple discipline involvement.
Inter-disciplinary coordination and shared work elements	<ul style="list-style-type: none"> Establish weekly or biweekly planning and design meetings. Inter-disciplinary exchange of plans prior to milestone submittals for joint review ensuring plan and work consistency.
Milestone checking of calculations, reports, and plans	<ul style="list-style-type: none"> Assign qualified, experienced independent review staff. Perform checking, revisions and back checking in a coordinated manner considering standards, project scope, technical accuracy, format, presentation, and previous review comments.
Quality Control Review Checklists	<ul style="list-style-type: none"> Require all design disciplines to implement pertinent checklists in the preparation of project deliverables.

G.7 OUR ABILITY TO MEET PROJECT SCHEDULE AND BUDGETS

Project controls provide the critical information needed to manage a Project or Task Order through to completion on schedule and to ensure that projects or task orders are completed within budget. The following project control measurements are used by our Project Manager and Task Leaders.

Schedule Control - We understand the importance of a project schedule as a critical tool in the management of a project. There are several key elements that maximize the effectiveness of our Microsoft project schedule including:

- Information should be easily communicated and understood;
- Commitment is obtained from each functional leader and the project team;
- Inter-relationship of tasks is shown, including internal QC/QA and agency review periods;
- Easy and flexible to update; and
- Office wide correlations of staffing and project commitments are considered.

Specific critical path items or key critical decisions that affect project deliverables will be identified on a continual basis to ensure the project schedule is met. We will promptly notify the City of any changes in anticipated project progress. This approach also allows the City to schedule staffing for their reviews in advance and avoid any rescheduling that would delay other projects.



Budget Control - The project scope of work will serve as the basis for the development of work breakdown structure (WBS) and the project schedule. A budget expressed in hours and dollars will be established for each task and subtask in our project cost accounting system (AJERA). **Our Project Manager and ADVANTEC’s Task Leaders** have real-time access to this cost data from his desktop computer enabling continuous monitoring of project costs. The WBS budget and schedule will be combined into a time phased budget to allow for measuring progress and comparing planned versus actual expenditures. Earned values will be computed for all activities and assessment of budgeted cost of work scheduled, budgeted cost of work performed, actual cost of work performed and estimates to complete will be developed. This data will be reviewed with our key task leaders to allow for continuous monitoring, identify early warnings of budget or schedule issues and develop required corrective actions to mitigate any potential schedule delays. A complete Monthly Progress Report will be prepared aligned with each task order and will describe work completed that period, work to be completed in the subsequent period and identification of significant schedule or cost matters that are of critical nature.

G.8 ABILITY TO MANAGE AND DRAW UPON MULTI-DISCIPLINARY STAFF TO ADDRESS REQUESTED SERVICES

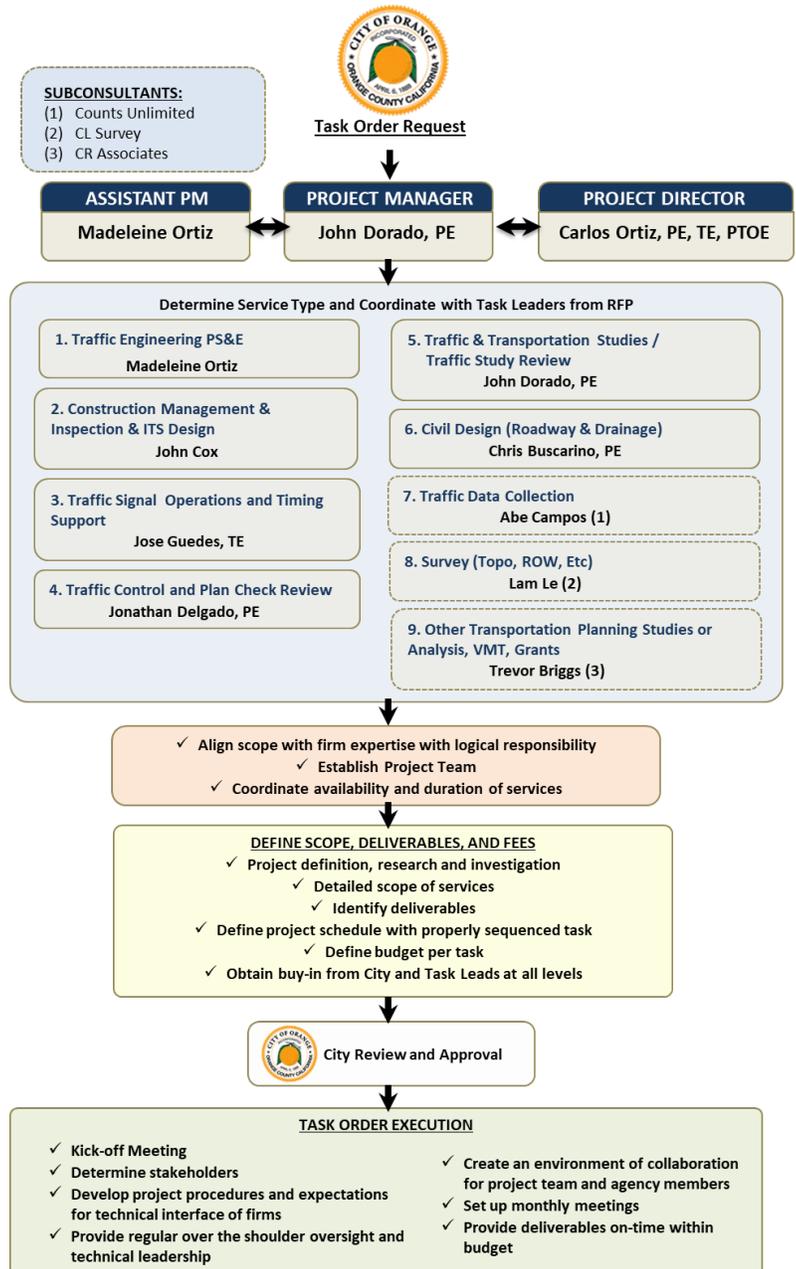
The ADVANTEC Team's management approach has been proven on past similar On-Call Services to be effective in meeting or exceeding client goals for completing assigned projects on or ahead of schedule and within or below budget. Comprehensive work planning and developing a proactive project team relationship will be critical to the successful management and delivery of this project. Depending on the requested task or service, the ADVANTEC Team has a depth of resources that will meet the City's needs. The assigned staff includes personnel from ADVANTEC and our subconsultants. **The figure shown illustrates our project organization and task order request process with the City, our project team, key personnel, and subconsultants.** Key elements of ADVANTEC’s management approach include the following:

UNDERSTANDING CITY’S OBJECTIVES

Prior to initiating our efforts, the ADVANTEC Team will have a thorough understanding of the City of Orange objectives in order to successfully meet the project milestones. Our Project Director, Project Manager, and Task Leaders will work closely with the City of Orange to identify specific goals, objectives, and critical issues. Based on the requested service, ADVANTEC will coordinate with our staff, key personnel, and subconsultants to determine the required discipline(s) to complete the task(s).

COMMITMENT TO PROVIDE RESOURCES

ADVANTEC is committed to providing our Key Staff and Support Staff as indicated in our Organizational Chart. Our Team has the ability and expertise to perform the proposed work within the time limits of the project, considering their current and projected workload and assignments. Our senior management Team meets weekly to discuss projects and number of hours assigned to each of our staff and to ensure our deliverables are submitted on time and in some cases, if we need to expedite the deliverables. The proposed





key team members are intended to serve in their respective roles throughout the duration of the agreement.

CRITICAL PATH METHOD SCHEDULING

On a monthly basis, our Project Manager will submit an updated four-week horizon schedule reflecting planned work. Our Project Manager will promptly notify the City’s Project Manager of any changes in anticipated project progress and will submit an updated detailed Project Schedule to the City. Specific critical path items or key critical decisions that may affect the project will be identified on a continual basis to ensure the project schedule is met. This approach also allows the City to schedule staffing for its reviews in advance and avoid any rescheduling that would delay other projects.

SECTION H: WORK PLAN

H.1 PROJECT UNDERSTANDING

The City of Orange intends to contract with a qualified firm to provide professional On-Call Traffic Engineering Services for a contract term of three (3) years, with the possibility of two (2) additional annual renewals. ADVANTEC will provide, at a minimum, all of the services outlined in the RFP. The ADVANTEC Team includes senior licensed Civil, Traffic, and Electrical Engineers with experience providing full-spectrum services for the City to utilize as-needed under this contract.

ADVANTEC has experience working with the City of Orange under their On-Call Traffic Engineering Services contract, where we provided PS&E for the Katella Avenue Signal Network Extension Project. The improvements included new fiber optic cable, ethernet switches, controllers, CCTV cameras, wireless radios, controller cabinets, battery back-up systems, service enclosures, and GPS EVPs. Under the on-call contract, we prepared the grant application and secured funding for the Tustin Avenue-Rose Drive Regional Traffic Signal Synchronization Project (RTSSP) via OCTA's Project P program; and we provided design and signal operations services for the Katella Avenue Signal Network Extension project. In addition, we worked with the City of Orange on the Garden Grove Boulevard RTSSP, where we work closely with City staff through the planning, design, and implementation of traffic signal, ITS, and signal timing improvements on this design-build project. With this experience, ADVANTEC has a thorough understanding of the City's roadways, traffic, and transportation system, including their signal timing and operations.

H.2 EXPERIENCE AND APPROACH TO PERFORM SIMILAR ON-CALL TRAFFIC ENGINEERING TASK ORDERS

It is anticipated that under this On-Call contract, ADVANTEC will provide professional services as indicated in the RFP including, but not limited to, the following items listed below. The table below highlights our experience, approach and/or preparation to deliver specific project assignments or Task Orders that is anticipated under this contract.

Requested Scope of Services	ADVANTEC's Experience and Approach to Perform the Work
Traffic Engineering Design Plans	<ul style="list-style-type: none"> ▪ ADVANTEC will prepare plans, specifications, and estimates (PS&E) for all traffic/transportation engineering related projects, such as street lighting, signing and striping, traffic control, traffic signal, active transportation, ITS and civil design. ▪ The design plans will include all base mapping, as-built information and utilities, and all existing and proposed traffic signal poles and equipment, communication infrastructure, battery backup systems, signal heads, pedestrian heads, video detection cameras, detection, pole schedules, conductor schedules, construction notes, and any details necessary to facilitate the installation and construction of the project improvements. ▪ ADVANTEC will prepare the project Technical Specifications and Bid Documents for the associated improvements based on Caltrans Standard Specifications and Standard Plans, latest City-approved Standard Specifications for Public Works Construction and the latest City Design Criteria and Manuals, Standard Special Provisions and Standard Drawings, and the California Manual on Uniform Traffic Control Devices (CAMUTCD). The technical specifications will include an itemized bid schedule, bid item descriptions, and payment methods. ▪ ADVANTEC will prepare construction quantity take-offs and construction cost estimates for the proposed project improvements. The unit costs will be based on current cost data. Preliminary and final quantities and construction cost estimates will be provided to the City.



<p>Program Management/ Construction Management/ Construction Inspection</p>	<ul style="list-style-type: none"> ADVANTEC will provide comprehensive inspection services for the construction of traffic signals and street lighting systems, ensuring compliance with design specifications, safety standards, and regulatory requirements, while also monitoring quality control, progress, and workmanship throughout the construction phase. ADVANTEC will assist the City with overseeing and coordinating all phases of construction, from pre-construction planning to project completion, including managing schedules, budgets, quality control, and safety standards, while providing technical expertise in construction engineering.
<p>Transportation Analysis</p>	<ul style="list-style-type: none"> ADVANTEC will provide traffic engineering studies, which summarize: the existing and proposed conditions, references requirements and assumptions, intersection, roadway, and circulation analysis, and recommendations. Supporting technical data and graphical illustrations will be included in the reports. ADVANTEC will conduct specialized transportation analysis studies, which involve evaluating traffic patterns, assessing transportation system capacity, identifying potential issues, and providing data-driven recommendations to enhance efficiency, safety, and sustainability of transportation networks for specific projects or areas.
<p>Traffic Signal Corridor Coordination Studies</p>	<ul style="list-style-type: none"> ADVANTEC will prepare traffic signal timing plans for both existing and new timings at all of the intersections operated and maintained by the City. ADVANTEC is well versed in preparing new signal timing plans that include minimum green time, walk times and flashing don't walk times based on pedestrian crossing distance and speed, yellow times, all-red times, and detection parameters. Provide signal system evaluation, modeling, and optimization. ADVANTEC strives to improve traffic progression and minimize travel delay to the public. We prepare optimized timing/implement/fine-tune, and as system operators (monitor system operations and implement changes to accommodate revised traffic conditions). This extends to preparing traffic signal coordination timing plans on various corridors, citywide, and regionwide (if necessary).
<p>Simulation Modeling</p>	<ul style="list-style-type: none"> ADVANTEC will provide computer simulation of corridors or road networks using microsimulation software such as Synchro to analyze traffic flow, congestion, and operational performance. This may involve modeling different traffic scenarios, identifying potential bottlenecks, and recommending improvements. Additionally, ADVANTEC may include training sessions for staff on the effective use and interpretation of the simulation software to ensure ongoing proficiency in traffic analysis.
<p>Traffic Counts</p>	<ul style="list-style-type: none"> Our subconsultant Counts Unlimited will assist with collecting Average Daily Traffic (ADT) counts, conducting 12-hour traffic counts, intersection turning movement counts, occupancy rates, speed and delay runs, as well as pedestrian and bike counts, and parking turnover assessments, to support transportation planning and engineering analysis.
<p>Statewide Planning Efforts</p>	<ul style="list-style-type: none"> ADVANTEC has extensive knowledge, understanding, and experience with state and federal funded projects. ADVANTEC's staff maintains an on-going dialogue with local, regional, and state jurisdictional agencies and continually keeps abreast of the changing requirements and procedures of the Federal, State, and local agencies. This includes identifying and preparing local, Orange County, State, and Federal grant opportunities.
<p>Research and Outreach</p>	<ul style="list-style-type: none"> ADVANTEC will conduct research and outreach support by assisting staff in gathering relevant data, producing comprehensive reports, and preparing presentations on transportation-related topics, ensuring clear communication of findings and recommendations to stakeholders, decision-makers, and the public. This also includes engaging with community stakeholders, organizing outreach events, and facilitating public meetings to gather input, address concerns, and promote awareness of transportation initiatives, ensuring transparency and fostering collaboration throughout the project lifecycle.
<p>Neighborhood Traffic Calming and Warrants</p>	<ul style="list-style-type: none"> ADVANTEC will conduct comprehensive neighborhood traffic calming studies, which involve analyzing existing traffic patterns, identifying problem areas, and evaluating the impact of various traffic calming measures such as speed bumps, traffic circles, and signage. The study will also include stakeholder engagement, public outreach, and the development of recommendations aimed at improving safety, reducing traffic speeds, and enhancing the quality of life for residents in the affected areas. We've recently prepared a citywide traffic calming manual for the City of Claremont, and will use this experience to help the City to meet their public needs. ADVANTEC will prepare Traffic Signal Warrant Studies at various intersections as requested by City staff. The Traffic Signal Warrant analysis will be prepared to determine if a traffic signal is warranted. The



	<p>analysis will be prepared using the latest California Manual on Uniform Traffic Control Devices (CAMUTCD). Based on our evaluation, the recommendations will be provided.</p> <ul style="list-style-type: none"> ADVANTEC will prepare an All-Way Stop Warrant Studies at various intersections as requested by City staff. The All-Way Stop Warrant analysis will be prepared to determine if an All-Way Stop is warranted. The analysis will be prepared using the latest California Manual on Uniform Traffic Control Devices (CAMUTCD). Based on our evaluation, the recommendations will be provided. ADVANTEC will prepare a left-turn phasing analysis determine if protected left turn phasing or other (permissive, protective-permissive) is necessary at each signalized intersection. There are five different guidelines that can used to determine the proper type of left turn phasing, this includes: 1) Federal Highway Administration’s (FHWA) “Signalized Intersections – Informational Guide”; 2) NCHRP Signal Timing Manual, Second Edition; 3) the California Manual on Uniform Traffic Control Devices (CAMUTCD); 4) the Highway Capacity Manual (HCM), or 5) Institute of Transportation Engineers (ITE). Each guideline uses slightly different metrics to consider left turn control, yet are similar in that they all consider the volume-to-capacity (v/c) ratio for the permissive left turn as a function of the opposing traffic flow. ADVANTEC will assist the City with addressing traffic requests, preparing work orders, making traffic observations and discussing findings with staff to further determine next steps, and preparing staff reports.
Review for Private Developments	<ul style="list-style-type: none"> ADVANTEC will assist staff with reviews of third party traffic impact studies and for site plan reviews for new development or other that pertain to Traffic/Transportation Engineering items as indicated in the RFP. ADVANTEC will assist staff with reviews of traffic control and street lighting design plans for new development or other that pertain to Traffic/Transportation Engineering items as indicated in the RFP.
Grant Application Services	<ul style="list-style-type: none"> ADVANTEC has experience and will assist staff with grant applications and review. This includes field review, site analysis, intersection and corridor analysis, crash analysis, and preparation of exhibits, preliminary design, cost estimates, and recommendations and other as required per each grant. We prepared the grant application for Tustin-Rose RTSSP grant, in which the City was awarded. We recently assisted Mission Viejo with OCTA’s Intersection Capacity Enhancement (ICE) grant application, and they were selected for the next funding period.
On-Site Support Services	<ul style="list-style-type: none"> ADVANTEC will provide staff extension services for the City of Orange, which may include plan checking, reviewing and evaluating traffic-related designs, ensuring compliance with local standards and regulations, and providing technical recommendations to support efficient and timely project approvals. Additionally, this service may extend to provide support in traffic analysis, project management, and other tasks as needed to enhance the department’s capacity. We are currently providing on-site staff support for the cities of Huntington Beach and Upland, and have provided similar services for other agencies.
Traffic Control Plans and Stage Construction Design	<ul style="list-style-type: none"> ADVANTEC will prepare plans, specifications, and estimates (PS&E) related to the project improvements and traffic control and stage construction design. ADVANTEC layout roadway base mapping based on our research of record drawings and field review. ADVANTEC will extend the limits of the roadway base plans to ensure that the travel lanes are aligned at intersection crossings, and to provide proper transitions along each approach (if necessary). The plans will show existing and proposed signing and striping related to traffic control and stage construction design. The plans will also identify existing features to remain, existing features to be removed, and new features to be installed. Pedestrian and bicycle detours will be provided as necessary. Traffic Control And Stage Construction Design will be prepared at 1” = 40’ scale, dual tier format and in accordance with standards set forth by the City , latest California Manual on Uniform Traffic Control Devices, latest Caltrans standard plans and specifications, and current American with Disabilities Act requirements.

SECTION I: REFERENCES

I.1 RECENT EXAMPLES OF PROVIDING CONSULTANT SERVICES TO OTHER PUBLIC AGENCIES

The following table highlights a brief description of similar As-Needed or On-Call Professional Consultant Services provided by ADVANTEC to agencies within the last three (3) years in Southern California.

July 22, 2025

Wanda Alvarez
City Clerk Office
300 E. Chapman Avenue
Orange, California 92866

Subject: Proposal for Request for Proposal (RFP) No. 24-25.24: City of Orange On-Call Traffic Engineering Services

Dear Wanda,

ADVANTEC Consulting Engineers, Inc. (ADVANTEC) is pleased to submit the accompanying Cost Proposal/ 2025 Billing Rates, in response to the Request for Proposals (RFP) for On-Call Traffic Engineering Services issued by the City of Orange. A “Detailed Cost Proposal” and specific scope of services will be provided for each assigned Task Order based on our 2025 Hourly Rates. Our Cost Proposal is prepared in conjunction with the technical proposal, which is provided under a separate cover.

We appreciate this opportunity to work with the City of Orange.

Sincerely,



Carlos Ortiz, PE, TE, PTOE
Chief Executive Officer

ADVANTEC Consulting Engineers, Inc.



ADVANTEC Consulting Engineers

Hourly Rates

Effective January 2025

<u>Classification</u>	<u>Rate</u>
Principal	\$390 / hour
Senior Project Manager/Senior Engineer VIII	\$330 / hour
Senior Project Manager/ Senior Engineer VII	\$270 / hour
Project Manager/ Senior Engineer VI	\$230 / hour
Project Manager/ Engineer V-3	\$210 / hour
Project Manager/ Engineer V-2	\$190 / hour
Project Manager/ Engineer V-1	\$170 / hour
Associate Engineer IV	\$150 / hour
Associate Engineer III	\$140 / hour
Assistant Engineer II	\$130 / hour
Assistant Engineer I	\$115 / hour
Administrative III	\$150 / hour
Administrative II	\$125 / hour
Administrative I	\$105 / hour

Direct Costs

Effective January 2025

Mileage	Current Rate per IRS
In House Plotting (Mylar)	\$20.00 per D-size sheet
In House Plotting (Bond)	\$10.00 per D-size sheet
Other Direct Costs	At Cost + 10% admin

CRA 2025 Standard Billing Rates by Classifications

Job Classification	Hourly Bill Rate
Principal III	\$390.00
Principal II	\$340.00
Principal I	\$310.00
Planning	
Senior Planner III	\$270.00
Senior Planner II	\$235.00
Senior Planner I	\$210.00
Associate Planner III	\$195.00
Associate Planner II	\$180.00
Associate Planner I	\$170.00
Assistant Planner II	\$155.00
Assistant Planner I (Entry Level)	\$140.00
Traffic Engineering Operations	
Senior Engineer III	\$285.00
Senior Engineer II	\$260.00
Senior Engineer I	\$240.00
Associate Engineer III	\$215.00
Associate Engineer II	\$185.00
Associate Engineer I	\$175.00
Assistant Engineer II	\$155.00
Assistant Engineer I (Entry Level)	\$140.00
Design	
Senior Professional III	\$300.00
Senior Professional II	\$285.00
Senior Professional I	\$270.00
Professional III	\$240.00
Professional II	\$215.00
Professional I	\$205.00
Analyst IV	\$190.00
Analyst III	\$170.00
Analyst II	\$155.00
Analyst I (Entry Level)	\$140.00
Support	
Graphic Design	\$170.00
Project Accountant	\$165.00
Senior Admin	\$165.00
Admin Support	\$115.00
Intern	\$100.00

Notes:

1. Rates are effective through December 31, 2025.
2. Direct expenses such as but not limited to printing and reproductions, travel expenses, deliveries, materials, shipping, postage, etc. will be invoiced at cost.
3. Labor rates shall be subject to an annual increase of 4%, effective January 1st of each subsequent year.

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 AGA ENGINEERS, INC., a California corporation (“Contractor”), who agree as follows:

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

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

2. Compensation and Fees.

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

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

3. Payment.

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

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

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

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

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

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

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

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

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

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

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

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

12. **Reserved.**

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

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

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

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

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

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

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

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

17. Indemnity.

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

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

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

“CONTRACTOR”

“CITY”

AGA Engineers, Inc
211 Imperial Highway, Suite 208
Fullerton, CA 92835
Attn.: Chalap K. Sadam, President

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

Telephone: (714) 992-4592
E-Mail: chalap@agaengineersinc.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

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

“CONTRACTOR”

“CITY”

AGA ENGINEERS, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Chalap K. Sadam
Title: President/Secretary

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Ruben Perales
Title: Vice President

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.

√

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.



H. Work Plan

We fully understand the importance of dealing with traffic-related problems. Staff at AGA have completed many tasks similar or identical to those anticipated under this contract, and have completed such tasks on time, within budget, and in a manner that meets all the requirements of the agency for which the work was completed, while at the same time placing minimal time and effort requirements on agency staff. The AGA Team possesses all of the necessary qualifications and skills required to successfully provide the as-needed services listed in the RFP. It is always our goal to deliver projects that improve traffic operations, public safety, and the quality of life for residents and visitors. The following are typical traffic engineering services which AGA commonly provides to our municipal clients.

Traffic Engineering Studies

AGA staff have the experience to develop specific circulation plans, general circulation plans, and coordination of these plans with those developed by metropolitan planning organizations. Recommendations from study efforts can provide input for development of a city's CIP projects. Some examples of the various types of studies we have completed for our clients include:

Intersection Control Studies

AGA Team members have conducted hundreds of studies for the installation of traffic control devices. Such studies include traffic signal warrant analyses, traffic signal priority lists, pedestrian crossings, multi-stop application studies, and left-turn studies. The purpose of these studies is to evaluate the most appropriate control for the intersection in question.

Multi-Way Stop Warrant Analysis

The AGA Team is very familiar with the multi-way stop control warrant analysis. The AGA Team has conducted numerous multi-way stop control analyses throughout the years using the CA MUTCD Multi-Way Stop Application. Typically, the collisions at the intersection are reviewed and traffic counts are conducted and evaluated. For many studies, the number of collisions and side street traffic volumes are less than the requirements and therefore the warrant is not satisfied. However, many of the requests that an agency receives for all-way stop control are mainly due to sight-distance concerns.

Per direction from the City, the multi-way stop control analyses could also include a sight distance analysis. The sight distance analysis can either involve stopping sight distance or corner sight distance analysis. The sight distance analysis might recommend parking restrictions to alleviate any issues regarding sight distance. For any traffic warrant control analysis, a field review of the intersection/area is very important. Understanding traffic patterns and roadway layout/conditions are important and we recognize that often any obstructions that could interfere with sight distance may not show up in the data collected for the study. AGA is also well aware of the new California Assembly Bill 413 and how the new law can impact on-street parking and if on-street parking can be reassessed to limit the number of parking spaces removed due to the bill.

Traffic Signal Warrant Analysis

AGA has conducted many traffic signal warrant analyses and studies for agencies throughout Southern California. The analysis utilized the CA MUTCD guidelines for Studies and Factors for Justifying Traffic Control Signals (Section 4C.01) and all nine warrants, where applicable. AGA collects and carefully



evaluates the count and collision data. Many times, right turning vehicles can be discounted from the count data as vehicles turning right from the side street have adequate gaps in the main street traffic. For the collision assessment, AGA may also need to review the police report to determine the exact cause of an accident.

Along with conducting traffic counts and assessing the traffic collisions, AGA will also evaluate the total delay of an approach during the peak hour. AGA could evaluate the delays using the traffic counts and the Highway Capacity Manual methodology to determine the average delay of a vehicle or conduct traffic delay surveys to assess the delays for each vehicle. If only vehicle delays are the criteria that is satisfied for traffic signal control, AGA will also evaluate what the side street delays would be with a traffic signal. If the proposed traffic signal is to be synchronized with existing signal coordination along a corridor, the side street delay could be actually higher with the traffic signal due to the traffic signal coordination.

One study that the AGA Team evaluated for traffic signal control, showed that with the existing two-way stop control, the side street vehicles had morning and evening delays ranging from 19-36 seconds. If the intersection were to be signalized and part of the traffic signal coordination system (110 second cycle length), the side street delays could be in the 70-90 second range. Therefore, the installation of a traffic signal would cause even further delays than existing conditions. If collisions or sight distance is of concern, a sight distance analysis will also be evaluated. In lieu of a traffic signal due to sight distance, parking restrictions could be recommended. This is a more cost-effective solution than a traffic signal.

If a traffic signal is determined to be warranted, then an operational analysis will be conducted to determine the traffic signal phasing and operation (protected left turn phasing, split phase, pedestrian crossings, etc.). A cost estimate will then be conducted. Similar to the multi-way stop control analysis, a field review will be conducted to provide a better understanding of the intersection. A brief report summarizing the engineering analysis—both quantitative and qualitative—and providing recommendations as to the most appropriate traffic control measure for the intersection will be prepared and submitted to the city.

Engineering and Traffic Surveys

The objective of Engineering and Traffic Surveys is to review the existing speed limits and recommend changes to the speed limits (increase or decrease) in accordance with the requirements of the latest edition Section 627 of the California Vehicle Code (CVC). The purpose of these surveys is to provide sufficient information to document that the conditions of Section 627 have been satisfied and that other conditions not readily apparent to a motorist are properly identified. The recently adopted Assembly Bill No. 43 (AB43) amended and added sections to the CVC related to traffic safety and speed limits.

AGA staff have completed speed survey projects for the following cities: Buena Park, Burbank, Costa Mesa, Gardena, Garden Grove, Huntington Beach, Laguna Niguel, Redondo Beach, Santa Ana, Santa Clarita, Seal Beach, Tustin, Westminster, Whittier and Yorba Linda.

Safety Studies

The AGA Team has conducted numerous traffic safety studies from large citywide studies such as Systemic Safety Analysis Report Program (SSARP) and Local Roadway Safety Plan (LRSP), to corridor safety studies, intersection safety studies and school safety-circulation studies. Each study involves a full field review of the site and a review of the accident history. The study could be for all modes of transportation such as



vehicles and trucks, pedestrians, bicyclists and/or transit. Our recommendations for all studies will be summarized in a Memorandum which is submitted to the city for review.

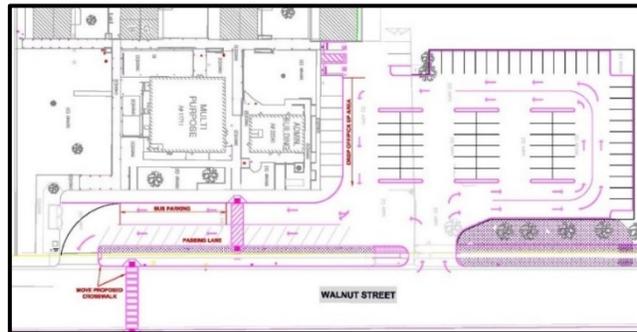
- For an intersection analysis, the collisions will be assessed to determine if a traffic collision pattern exists, the sight distance analyzed, determine the proper intersection traffic control or traffic signal phasing/operation, and review of signage and striping. If the intersection is signalized, review of the traffic signal timing (local signal timing parameters and traffic signal coordination timing plans) is critical.

No.1 - Main Street at 1st Street							Notes/Recommendations
Severe Injury/Fatal Collisions							
No.	Collision Type	Severity	Direction	Time of Day	Party at Fault	Date	
1	Veh-Ped	Severe	EBL/NBT	Dark	Auto EBL	11/15/2018	REC: Upgrade Traffic Signal for the following: Add protected left turn signal phasing for all movements, Additional EB/WB through vehicle head indications, Add dilemma zone detection and red protect zones for red light running.
2	Veh-Ped	Severe	WBL/NBT	Daylight	Auto WBL	3/6/2019	
3	Veh-Ped	Severe	WBL/NBT	Dark	Auto WBL	10/31/2019	
4	Veh-Ped	Severe	Not Stated	Dark	Ped	6/11/2020	
5	Broadside	Severe	SBL/NBT	Daylight	Auto SBL	10/15/2020	
6	Veh-Bicycle	Fatal	NBL/NBT	Dusk-Dawn	Not Avail	3/16/2021	
Notes: Other Predominant Non-Fatal-Severe Collisions							
Rear End (7)	SB Thru	1	Broadside (8)		WB Left	2	
	WB Thru	3	NB Left		EB Left	2	
	EB Thru	3	SB Left		Other	2	

Sample Intersection Collision Assessment

- For street segments, evaluate the signing and striping, especially lane merging/transitions and areas with horizontal/vertical curvatures.
- For school areas, it is important to coordinate with school staff, the school district and crossing guards. AGA will evaluate the circulation of traffic (vehicles, pedestrians and buses) both internally within the school parking lot and externally around the school.

An example from the City of La Habra is a School Safety Circulation Study. AGA staff worked with the city, the La Habra City School District, and Walnut Elementary School to design a new circulation plan to alleviate excessive vehicle queuing. The queue would often extend from the school to Walnut Street and vehicles travelling along Walnut Street would then need to drive on the opposite side of the street to avoid the waiting queue. We assisted with the design of the new parking lot, helped develop school staff duties for pickup/drop off, coordinated with the crossing guards, and developed the bulb-out crossing on Walnut Street. During implementation of the plan, AGA worked with the school’s principal providing assistance to improve internal traffic flow and additional recommendations.



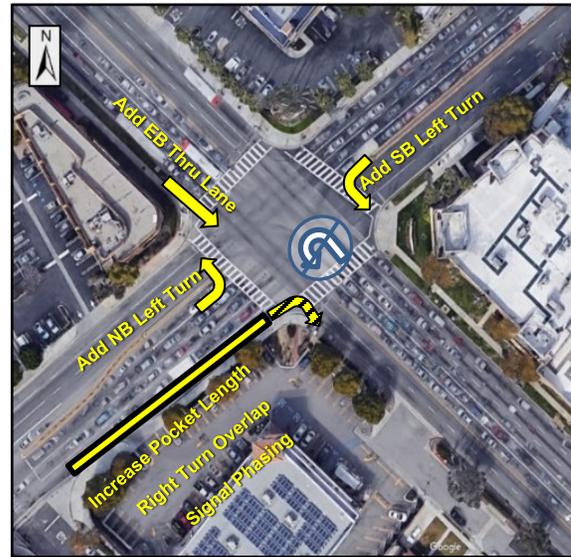
Walnut Elementary Safety Circulation Study Site Plan

Trip Generation Studies/Traffic Modeling

Given the potential for growth via commercial redevelopment in the City, assessment of the scope and timing of traffic infrastructure improvements to adequately serve this increased traffic demand is an ongoing issue. Short term traffic operational analysis can be combined with long term (10 to 20 years) planning data to evaluate and monitor the impact of urban growth in a dynamic way. For the long-term planning analysis, AGA will coordinate with Southern California Association of Governments (SCAG) to develop the future traffic volumes. Such analyses are critical for conducting feasibility studies and traffic impact studies/analyses, and for developing traffic impact sections of EIRs and EISs.

One way to address potential growth in a successfully proactive manner was developed and implemented by the AGA Team in the City of Fullerton. Based on the General Plan build-out conditions, we determined the ultimate transportation infrastructure needs. In effect, a Citywide Traffic Impact Analysis was developed, including calculation of overall costs to construct the required improvements. As development projects were proposed, AGA conducted individual Traffic Impact Analyses to more definitively determine the appropriate scheduling for implementation of such improvements. This traffic modeling and monitoring service is of tremendous long-term benefit.

A successful project the AGA Team conducted was the Citywide Traffic Analysis for the City of Torrance which evaluated both existing and future traffic conditions (level-of-service analyses), existing traffic signal infrastructure, and provided a citywide safety review aimed at improving traffic signal efficiency and resiliency, enhancing roadway safety, and mitigating both existing and project traffic congestion within the city. The report proposed near-term and long-term intersection improvements (with conceptual plans), included an extensive infrastructure plan covering traffic equipment improvements, and a traffic signal communications plan which included fiber optic upgrades.



Crenshaw Blvd/PCH, Torrance Improvements

Traffic Design Plans

AGA staff have developed and reviewed numerous traffic signal designs, traffic control plans, signing and striping plans, Intelligent Transportation System (ITS) plans, and communication plans for a large number of agencies. While completing traffic signal designs, our staff not only looks at the specific improvements identified but also conduct inventories of all the traffic signal components which may need to be modified or upgraded. Our experience with designing traffic signals, and our drive to keep up with the latest requirements of California Manual on Traffic Control Devices (CA MUTCD), Caltrans Standards, and the American Association of State Highway and Transportation Officials (AASHTO) Greenbook allows us to provide a comprehensive design for successful completion of a project. AGA staff are also up to date with current ADA requirements. Design activities consist of determining all aspects of right-of-way requirements for street improvements including providing raised median configurations, left and right turn pocket lengths, speed-controlled transitions, lane drops, etc.

Signing and Striping Plans

The AGA Team has prepared signing and striping plans for many of our client cities. Tasks involve conducting a field review to evaluate existing conditions then preparing a 40-scale drawing showing both existing and proposed signing and striping. Modifications might include dual left turn lanes, cat-tracking through the intersection for left turns, removal of a crosswalk, green conflict zones for bicyclists, etc.



- Adams Avenue (Huntington Beach, Costa Mesa, Caltrans)
- Antonio Parkway (Rancho Santa Margarita, County of Orange, Caltrans)
- Lake Forest Drive (Lake Forest, Irvine, Laguna Hills, Caltrans)
- MacArthur Boulevard/Talbert Avenue (Santa Ana, Fountain Valley, Huntington Beach)

Grant Funding Preparation and Administration

Grant Funding Needs Analysis

AGA will work with City staff to review grant funding needs including CIP Projects identified by City departments, assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for grant related proposals based on funding viability. We will assist City staff in providing strategic outreach to relevant agency staff in determining how to competitively structure the City’s funding needs.

Grant Funding Research

AGA will conduct research to actively assist in identifying grant resources including, but not limited to, federal/state, foundation, agencies and organizations that support the City’s funding needs and priorities for transportation projects. Over the years, the AGA team has successfully assisted multiple cities with RTSSP grants for traffic signal synchronization and system improvements, Highway Safety Improvement Program (HSIP) grants for safety improvements, ATP grants for encouraging physical activity such as biking and walking, and MTA grant funds.

Grant Funding Application

AGA will provide technical assistance to City staff with developing the grant funding applications. We will complete all necessary forms in response to all grant requirements and evaluate the cost implications to ensure an executable project that will score favorably based on the funding criteria requirements. AGA will provide the City with a submittal-ready application. The AGA Team previously assisted the following cities with applying for grant funds:

Buena Park - \$1.3 million HSIP grant	Downey - \$3.5 million HSIP grant
Fountain Valley - \$1.9 million HSIP grant	Fullerton - \$11 million OCTA RTSSP grants
La Habra - \$13 million OCTA RTSSP grants	Placentia - \$1.2 million HSIP grant
Redlands - \$250,000 HSIP grant	Rialto - \$413,200 HSIP grant

Grant Funding Administration and Reimbursement

Upon receipt of a grant, the AGA team will assist a City with the implementation and day-to-day administration of the grant related project. We will comply with all grant administration requirements including periodic reporting of progress and expenses, semi-annual reviews, and any project related scope changes or unforeseen project extensions. At the close-out of the project, AGA will also provide the complete project expense documentation for total project expense reimbursement. The AGA Team assisted the Cities of Fullerton and La Habra with the complete project expense reimbursement for the OCTA RTSSP grants.



Traffic Safety and City Council Meetings

Establishing good working relationships with various city personnel and City Council members is of paramount importance for the successful and timely completion of each project. It is those good working relationships that can ultimately lead to reaching consensus on proposed project recommendations. AGA will assist the City to prepare agendas prior to each meeting. We will also assemble/prepare any presentation and/or handouts. Meeting minutes will be prepared after all meetings and will be provided to all meeting attendees.

AGA's Project Manager and key staff members have extensive experience with participating at various traffic forums, national industry conferences, and regional meetings. Not only do staff regularly attend these meetings, but key staff members have also participated by giving presentations to impart to fellow engineers the knowledge and techniques we have developed.

Review of Land Development Projects/Traffic Studies

AGA staff have reviewed numerous commercial developments and conducted parking studies, traffic impact studies, circulation studies, etc. It is very important to coordinate the initial study scope of work to determine what analysis is required. Whether it is a large development project or a small one, all projects require close attention as each is unique and can potentially have impacts to a city's roadways.

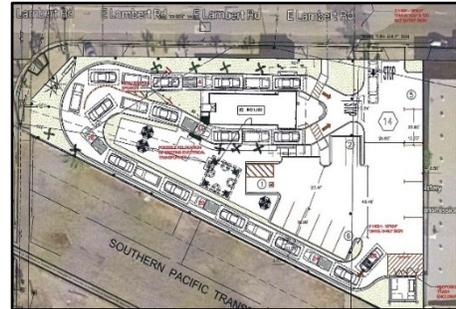
Reviewing land development projects cannot be done from the office by junior level staff alone. It is our senior level staff who have many years of experience with reviewing development projects of all types and sizes. They have the expertise to know what to be concerned about and what is inconsequential when it comes to traffic operations related to new development. The review requires hands-on evaluation of street conditions and detailed discussions with developers about the operational characteristics of the proposed development by experienced engineers who have been involved in reviewing and negotiating development projects from both the municipal and private side of the equation. We understand the importance of evaluating the internal circulation and ingress/egress of a site plan. We can identify if there will be any potential traffic (vehicles, pedestrians and bicyclists) related impact due to a project.

Below are some tasks AGA will conduct when reviewing traffic studies, site plans, and parking studies for land developments:

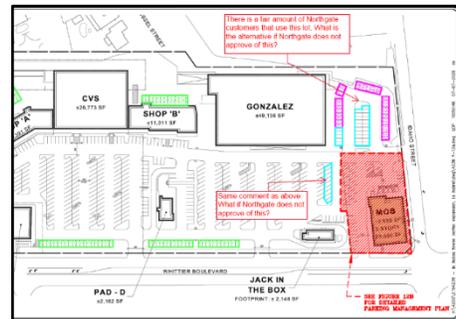
- With the new addition of CEQA's Vehicles Miles Traveled (VMT), AGA will assist city staff with the review for initial VMT screening to determine if a traffic impact analysis (TIA) is required per a city's TIA guidelines. If a project is expected to have VMT impacts, AGA will closely evaluate the feasibility of the proposed VMT mitigations.
- If applicable, AGA will coordinate with city staff to evaluate the proposed study intersections, trip generation via Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition), traffic count data, Level-of-Service (LOS) analysis and potential improvements.
- AGA will evaluate the project site plan, ingress/egress movements along the local roadway(s), and the internal circulation. If there is truck traffic expected for the project, it is important to evaluate where and how the trucks enter and exit the project site. Depending on the roadway (curvature of road and curb lane width), typically a 45-50 foot curb radius is required for a large truck (WB-67) to enter/exit a driveway. As part of a study's initial scope of work review, AGA will ensure that all relevant turning templates will be included.

- AGA will assist city staff with preparation for Planning and/or Council meetings for presentation of a project. This includes attending both the preparation meeting with the project consultant and the actual city meeting.

One example of how AGA works closely with a city to evaluate land developments is the Lambert Road In-N-Out Proposed Site Plan in the City of La Habra. Drive-through queuing storage is a vital component of a fast-food restaurant and is often the critical element for the project’s approval. For several years there were queuing problems from the In-N-Out drive-through queue which would extend on to Lambert Road and block traffic at the intersection of Lambert Road at Palm Street. AGA worked with both the City and In-N-Out on the development of a new site plan that would improve the drive-through capacity and internal circulation. The final approved plan increased the drive-through capacity by 14-15 vehicles.



In-N-Out Final Site Plan



Review of Parking Management Plan

AGA is also familiar with reviewing different parking studies from stand-alone projects to shared parking analyses. If a project does not provide sufficient parking per a city’s Parking Code, AGA will assist the City with conducting a parking study that evaluates at least three similar existing sites. We understand the parking situation for business areas within a city and can quickly validate if the project will have parking impacts to the surrounding area.

Traffic Engineering Construction Support

The AGA Team has provided traffic engineering construction support to enable timely completion of all construction components for traffic engineering projects. Following are some services we can provide:

- Assist city and contractors with providing public construction notices to keep the public informed of project status and any impacts to motorists.
- Prepare for and conduct the pre-construction meeting with the city, contractor, and affected utility owners. Meeting minutes are prepared and distributed to all meeting attendees.
- Track and review all construction submittals, Requests for Information (RFIs), Request for Changes (RFCs), Contract Change Orders (CCOs), construction schedule, etc.
- Coordinate construction observations with city staff.
- Review construction schedule and ensure contractor is adhering to it.
- Review and recommend approval of contractor’s progress payment invoices.
- Conduct regular meetings to discuss project status, as necessary.
- Prior to completion of construction, prepare punch list and coordinate with contractor to complete all outstanding items in a timely manner.

The AGA Team also provides overall system integration efforts which includes coordination with the construction contractor responsible for installing new traffic signal controllers and cabinets, communication hardware (cables, switches, Ethernet radios, etc.), Emergency Vehicle Preemption, video detection systems, CCTV cameras, etc. AGA will work hand-in-hand with the contractor in configuring all Internet Protocol (IP) devices installed as part of the different projects.



Traffic Signal System Monitoring and Support Services

A popular service AGA provides to a number of public agencies is real-time monitoring of a City's traffic signal system and its traffic signal timing performance. For several years, we have monitored and operated traffic signal and camera systems from our Traffic Management Center (TMC) located within our Fullerton office. AGA's contractual responsibilities include daily monitoring of signal operations, updating and fine-tuning signal timing, and responding to construction activities, emergencies, and citizen complaints. Development, implementation and maintenance of coordination timing plans are critical to optimizing the efficiency of the existing infrastructure. Since traffic patterns change when construction or additional development occurs, adjustments to timing plans are often required. Only by frequent monitoring of traffic operations can these timing plans be kept current.

In addition to AGA's expert traffic engineering staff, the company also employs several experienced traffic signal technicians who can troubleshoot and repair complex communications and traffic signal timing problems. These technicians are highly skilled and well versed on all types of traffic signal control hardware and systems, video equipment and control systems, communications, networking, and security systems. AGA can tailor a traffic signal monitoring and support services arrangement with the City to assist staff in keeping its traffic signal system functioning at its best and safe from cyber-attack.

Quality Assurance/Quality Control Program

An effective quality assurance/quality control (QA/QC) review will minimize or eliminate additional costs to the City related to reengineering or contractor claims during construction and liability after project completion. Delivering a quality product that is right the first time is the primary focus of AGA's comprehensive QA/QC process. It is an integral part of our regular engineering design and study processes and the delivery of every investigation, study, report, or document we produce. This added layer of independent work product review will be conducted at no additional cost to the City.

Our QA/QC program requires that all deliverables leaving our office be reviewed prior to submittal to the client. All personnel performing work on this project are responsible to ensure its implementation. We have the philosophy that QA/QC is a continuous process to be utilized on plan preparation from conceptual design to final PS&E, as well as when conducting various other professional engineering tasks. Our technical staff is trained to always review work products prior to finalization. Our experienced QC Manager, will conduct an objective review of the work product. When several disciplines are involved in a project, the QC Manager may also seek review assistance from other individuals specializing in those disciplines to verify that all project concepts are being met and all constructability issues are addressed prior to delivery of the project.



Schedule of Hourly Rates

May 2025

Our rates are all inclusive and will remain firm for the duration of the contract. All direct and indirect costs (i.e., mileage, equipment, materials, reproduction and printing, etc.) are included in our fees.

President / Executive Vice President	\$ 300
Vice President	\$ 280
Director of Project Development	\$ 260
Principal Transportation Engineer / Principal Engineer	\$ 260
Senior Design Engineer / Senior Transportation Engineer II	\$ 240
Senior Transportation Engineer I	\$ 225
Senior Project Engineer & Project Manager	\$ 220
Senior Project Engineer / Senior Associate	\$ 210
Transportation Engineer III / Advanced System Integrator	\$ 210
Transportation Engineer II	\$ 200
Transportation Engineer I / Senior System Integrator	\$ 190
Senior Signal Systems Specialist / Construction Inspector	\$ 190
Design Engineer/Signal Systems Specialist III	\$ 175
Associate Transportation Engineer III / Systems Engineer II	\$ 175
Associate Transportation Engineer II / Signal System Specialist II	\$ 165
Signal System Specialist I / Project Coordinator	\$ 155
Associate Transportation Engineer I / Associate Engineer II / Systems Engineer I	\$ 155
Associate Engineer I / Signal Technician II	\$ 145
Assistant Engineer / Assistant Project Coordinator	\$ 135
Signal Technician I	\$ 125
Transportation Engineering Assistant	\$ 115
Engineering Aide III	\$ 100
Traffic Enumerator / Engineering Aide II	\$ 85
Engineering Aide I	\$ 75
Council/Commission Meetings, Hearings, etc. (Billing Rate + \$50 Surcharge)	\$ 1,000
Subconsultants will be billed at cost plus 20%	

Conditions of Usage: The above rates are typically effective for a 12-month period, but AGA maintains the right to change the billing rates at any time for convenience of record keeping. Therefore, all billings will always be at the then current billing rates. This will not affect any agreed upon total or not-to-exceed fees.

AGA Engineers, Inc.

211 Imperial Highway, Suite 208,
Fullerton, CA 92835

(714) 992-4592 Email: aga@agaengineersinc.com

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 ARCADIS U.S., INC., a Delaware corporation (“Contractor”), who agree as follows:

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

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

2. Compensation and Fees.

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

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

3. Payment.

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

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

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

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

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

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

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

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

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

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

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

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

12. **Reserved.**

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

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

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

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

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

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

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

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

17. Indemnity.

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

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

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

“CONTRACTOR”

“CITY”

Arcadis U.S., Inc.
18401 Von Karman Avenue, Suite 300
Irvine, CA 92612
Attn.: Gabriel Murillo, TE

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

Telephone: 626-367-5347
E-Mail: gabriel.murillo@arcadis.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

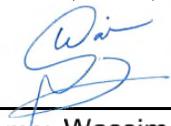
IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

ARCADIS U.S., INC., a Delaware corporation

CITY OF ORANGE, a municipal corporation

*By: 

By: _____

Printed Name: Wassim Selman

Daniel R. Slater, Mayor

Title: Business Area Director, Mobility and Executive Vice President

*By: 

ATTEST:

Printed Name: Carol Evans

Title: Assistant Secretary, Arcadis U.S., Inc.

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 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.]

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:

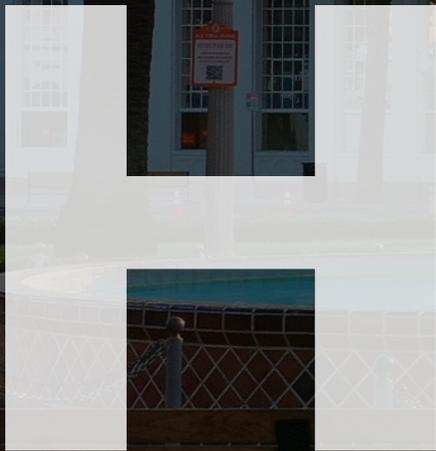
- **Design Plans** – Develop or assist with development of final design plans associated with traffic signals and street light systems. These plans include, but are not limited to: traffic signal plans, Intelligent Transportation Systems plans, traffic signal interconnect plans, and street light plans.
- **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.



WORK PLAN



PROJECT UNDERSTANDING

The City of Orange is seeking professional engineering services to support a wide range of civil and traffic engineering needs. Arcadis brings an exceptional depth of experience in civil design, traffic engineering, planning, and construction management—significantly enhancing the engineering capabilities available to the City. An ideal on-call consultant must not only meet diverse technical requirements, but also respond quickly to task orders with aggressive timelines, all while upholding the highest standards of quality. Arcadis is well-equipped to meet these demands.

For each task order, Arcadis will initiate the process with a kickoff meeting involving City staff and relevant stakeholders with jurisdiction over the project area. These meetings are essential to fully define the project scope and align on specific needs and expectations. Following each meeting, Arcadis will promptly provide meeting minutes and action items to the City, supporting clear communication and maintaining a complete record of all decisions. This proactive and collaborative approach helps build a strong working relationship and ensures alignment from the outset of each assignment.

Arcadis employs methodologies that reflect the most current and applicable standards and guidelines. These include the City's standards, the Highway Capacity Manual (HCM), Institute of Transportation Engineers (ITE) Trip and Parking Generation Manuals, Federal Highway Administration (FHWA) standards, and the California Manual on Uniform Traffic Control Devices (CAMUTCD). As applicable, we will also reference local agency standards, American Public Works Association (APWA) Standard Plans for Public Works Construction, Caltrans Standard Plans and Specifications, and AASHTO's *Policy on Geometric Design of Highways and Streets*. All analysis will strictly conform to the City's current guidelines.

Where Level of Service (LOS) analysis is required, Arcadis will utilize methodologies consistent with the City's Traffic Impact Analysis Guidelines—typically the Intersection Capacity Utilization (ICU) method. However, the HCM may be used, especially in areas with high pedestrian activity, to provide a more context-sensitive and accurate assessment. These methods align with the LOS policies outlined in the City's General Plan Circulation Element and the Orange County Congestion Management Plan (CMP) Guidelines, ensuring that all analyses are robust, defensible, and tailored to the unique conditions of each project.

Arcadis staff will act as an extension of City staff, serving as dedicated advocates for the City's interests during all phases of project planning, coordination, and review. Prior to initiating any task, Arcadis will review the proposed scope, schedule, and budget with City staff to confirm alignment and avoid unanticipated costs. Any adjustments to labor allocation or scope will be communicated promptly, allowing for timely decision-making and transparency throughout the process. This collaborative approach underscores Arcadis' commitment to fiscal responsibility and to delivering high-quality, responsive service to the City of Orange.

SCOPE OF WORK

While the scope of work will vary by project, it will be further defined through project-specific requests issued by the City of Orange. As outlined in the Request for Proposals (RFP), potential services may include the following:

- Review/Design of Engineering Plans
- Program Management/Construction Management/Construction Inspection
- Transportation Analysis
- Traffic Signal Corridor Coordination Studies
- Traffic Counts
- Statewide Planning Efforts
- Research and Outreach
- Neighborhood Traffic Calming
- Review of Private Developments

PROJECT MANAGEMENT

Every task order issued under this agreement will necessitate project management to ensure successful execution and delivery. Arcadis is committed to providing a framework of project management duties, encompassing, but not limited to, the following critical activities:

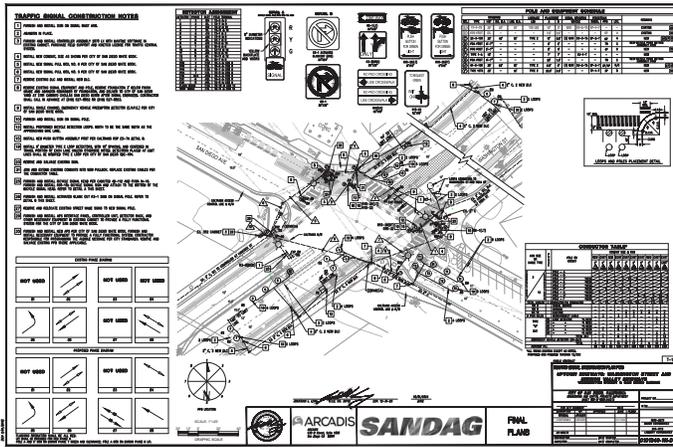
- **Schedule a Kick-off Meeting:** Promptly initiate each project with a kick-off meeting. This crucial first step will involve city representatives, project managers, and relevant team members, to establish a shared understanding of project objectives, scope, roles, responsibilities, and communication protocols. The meeting will lay the foundation for effective collaboration and align expectations from the outset.
- **Prepare a Schedule and Budget:** Develop a project schedule outlining key milestones, timelines, and resource allocation. Concurrently, a project budget will be prepared, breaking down anticipated costs for labor, materials, and other expenditures. These documents will serve as essential tools for monitoring progress, controlling costs, and ensuring the project remains on track and within financial parameters. Regular updates and adjustments to the schedule and budget will be made as needed throughout the project lifecycle.
- **Schedule Project Meetings:** Implement a structured cadence of regular project meetings to facilitate ongoing communication, progress monitoring, and issue resolution. These meetings will include internal team meetings, client progress reviews, and specialized technical discussions as required. Agendas will be distributed in advance, minutes will be recorded, and action items will be clearly assigned and tracked to ensure accountability and maintain project momentum.
- **Ensure Quality Control for Each Deliverable:** Establish and implement a rigorous quality control (QC) process for every deliverable produced throughout the project. This will involve defining clear quality standards, conducting thorough reviews and inspections, and implementing corrective actions to address any deficiencies. The QC process will ensure that all outputs meet the highest standards of accuracy, completeness, and client satisfaction, reflecting Arcadis' commitment to delivering excellence.

TRANSPORTATION PLANNING STUDIES

- Traffic impact for capital projects
- Parking study review for private developments
- Traffic circulation evaluations
- Travel demand forecasting
- Corridor studies
- Traffic calming analysis and design
- Infrastructure transportation planning studies
- Active transportation and Safe Routes to School studies

Typical transportation planning studies conducted by Arcadis involve the following principal tasks:

- **Project Scoping and Coordination:** This phase entails collaboration with the city, identification of salient issues, delineation of the study area, assessment of affected roadways and facilities, and establishment of a mutually agreed-upon methodology.
- **Data Collection:** This involves a comprehensive field review of existing transportation infrastructure in the vicinity of the project, collection of traffic data (as detailed below), and a thorough review of pertinent recent documentation.
- **Project Analysis:** This includes an evaluation of the project's trip generation potential, mode split (automobile, transit, truck, non-motorized), capacity analysis of roadway links and/or intersections, and an assessment of transit system impacts.
- **Deficiency Identification:** This step focuses on pinpointing shortcomings within the transportation system attributable to the project, cumulative conditions, or both, as measured by level of service, traffic volumes, and projected speeds.
- **Recommendations:** Proposed solutions include physical enhancements to intersections, lanes, bridges, freeway facilities, transit facilities, bicycle facilities, and other infrastructure, alongside operational improvements or modifications.
- **Documentation:** This crucial task ensures that the generated documentation is lucid and comprehensible not only to technical professionals but also to the general public, given that transportation planning frequently constitutes a pivotal component of local development projects.



TRAFFIC ENGINEERING DESIGN

Arcadis will prepare traffic engineering plans, specifications, and estimates (PS&E) in strict conformance with the latest city and Caltrans Standards. This includes, but is not limited to the following:

- Traffic signal design
- Traffic control plan preparation
- Plan check for capital/development project and traffic control plans
- Street light design and plan heck
- Signing and striping plan preparation and plan check
- Intelligent transportation systems (ITS) design
- Traffic management center (TMC) enhancements



To ensure seamless coordination and prevent costly delays, a thorough investigation of existing utility companies and City records is top priority. This allows for the accurate verification of field conditions and the early identification of potential utility conflicts, thereby minimizing the risk of contract change orders during the construction phase. Upon completion of the research, design plans for the projects will be crafted. These projects will encompass detailed plans, precise specifications, and an engineer’s

construction cost estimate. All specifications will be prepared in Microsoft Word, with both physical and electronic copies provided to the City. The City will furnish Arcadis with the necessary specification boilerplate to ensure adherence to established standards.

All plans will be professionally drafted utilizing AutoCAD programs, or as otherwise directed by the City. The utmost care will be taken to ensure that all drawings strictly adhere to City standards, guaranteeing consistency and compliance.

Finally, a critical step in the project’s progression involves the signing and stamping of all original plan sheets, the title sheet of the specifications, all calculations, and all reports by Arcadis’ licensed professional engineer overseeing the project. These signed originals will subsequently become the exclusive property of the City, representing a complete and verified record of the project’s design and engineering.

Our civil/transportation infrastructure design will adhere to current safety, efficiency, and legal compliance guidelines. We will follow the latest California Vehicle Code, Caltrans Standard Plans and Specifications, and Highway Design Manuals. Traffic control devices will comply with the Federal and California Manual on Uniform Traffic Control Devices (MUTCD). Additionally, all other applicable local, county, state, and federal policies will be integrated, ensuring a robust, sound, and publicly beneficial design.

GRANT APPLICATION ASSISTANCE

Arcadis brings a proven track record of success in assisting agencies with securing crucial grant funding. Our extensive experience navigating the complexities of various grant applications has equipped us with invaluable insights and best practices. These lessons learned will be directly applied to every task order issued under this contract, ensuring a streamlined and effective approach to funding acquisition. Recently, Arcadis helped OCTA secure funding for the cloud-based Transit Signal Priority pilot project for Harbor Blvd. Arcadis engineers are familiar with the OCTA’s Comprehensive Transportation Funding Program requirements, having assisted agencies with both grant applications and project execution for Project P initiatives.

We offer support throughout the grant lifecycle, starting with identifying suitable opportunities and continuing through application submission and post-award compliance. This ensures that our clients are not only successful in securing grants but also in maximizing their utilization and demonstrating tangible results.

For Project P applications, upon receiving recommendations and specific direction from City staff, Arcadis will develop a supplemental application document. This critical document will go beyond standard requirements, providing a narrative of the project. Key components of this supplemental application will include:

- **Project Scope Write-Up:** A thorough description of the project, detailing its objectives, methodologies, anticipated outcomes, and the specific problems it aims to address. This section will be crafted to, highlight the project’s significance and alignment with funding priorities.
- **Detailed Tables:** Data-rich tables will be incorporated to present essential information clearly and concisely. This may include budget breakdowns, stakeholder involvement matrices, performance metrics, and other relevant quantitative data, enhancing the application’s credibility and ease of review.
- **Project Schedule:** A clear and realistic timeline outlining key milestones, deliverables, and responsibilities. This schedule will demonstrate careful planning and understanding of project execution, assuring funders of the project’s feasibility and timely completion.

By providing this elevated level of detail and strategic presentation, Arcadis aims to significantly strengthen the grant application and maximize the probability of securing funding for the City’s vital initiatives.



DATA COLLECTION

Arcadis stands at the forefront of intelligent transportation systems, offering specialized services in the collection and analysis of inventory data for a range of roadway signs and critical traffic control devices.

The collected data serves as the foundation for Arcadis’s expertise in safety analysis and actionable recommendations. By analyzing the condition, placement, and compliance of roadway signs and traffic control devices, Arcadis identifies potential safety hazards and proposes strategic improvements designed to enhance public safety on the roadways. To support this analysis, Arcadis provides clients with detailed data sheets. These documents are developed with geospatial information, offering location data for each inventoried item. Accompanying photographs provide visual context, while thorough assessments offer evaluations of condition and functionality. This holistic data presentation ensures that clients have all the necessary information to make informed decisions regarding infrastructure maintenance, upgrades, and safety enhancements.

Traffic Counts

Arcadis’ traffic count sub-consultant, AimTD LLC, is equipped to conduct comprehensive traffic data collection, encompassing counts between signalized corridors, at mid-block locations, and within intersections, as required. AimTD offers the following services:

- Tube and video counts
- Certified speed radar surveys
- 24-hour machine speed and volume counts
- Intersection approach counts
- Intersection turning movement counts
- Pedestrian and bicycle volume counts

TRAFFIC SIGNAL SYSTEM OPERATIONS

Arcadis boasts unparalleled experience in traffic operations improvements across the world, encompassing traffic signal timing optimizations, traffic management strategies, and staffing traffic management centers. We offer extensive signal timing and synchronization services, including:

- Monitoring traffic signal timing
- Updating timing parameters to comply with the latest State or Federal Standards (e.g., pedestrian flashing-don’t walk, yellow change interval)
- Responding to residents’ requests for signal timing checks

H. Work Plan

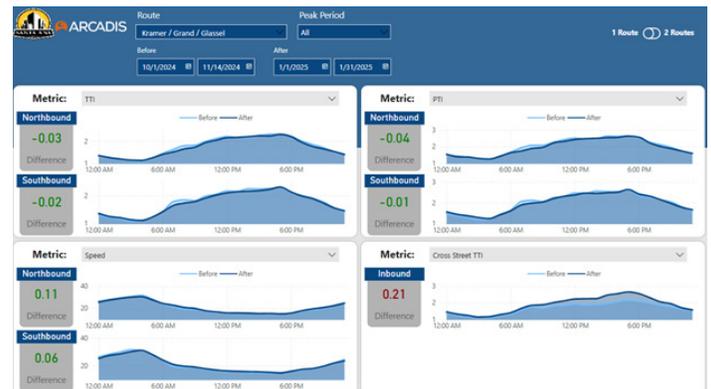
- Preparing and implementing signal timing sheets for new or modified signals
- Preparing and implementing special event signal timing
- Reviewing traffic signal timing sheets prepared by other entities



Arcadis is well-equipped to assist the city in developing and implementing traffic signal timing and synchronization plans along its corridors. Our comprehensive traffic signal operations services, which exemplify our experience with timing requirements and expectations, generally include:

- **Timing Parameters:** Continuously updating the City's general timing parameter guidelines to ensure compliance with current State and Federal requirements.
- **Coordination Timing Plans:** Generating SYNCHRO networks with the latest timing plans to ensure continuous coordination and updates across crossing corridors.
- **Implementation and Fine-Tuning:** Implementing signal timings in field controllers or at the city's TMC and performing necessary field fine-tuning. We are highly familiar with Centrac and all types of Econolite controllers used at the city's signalized intersections.
- **Signal Coordinated Studies (before and after travel times):** "Before" studies are conducted to establish baseline travel times along study corridors. This data can be used for quantifying improvements achieved through new signal timing plans. Following the implementation of new signal timing plans, "after" studies are conducted to measure the resulting changes in travel times and other performance metrics. The methodologies employed in "after" studies mirror those used in the "before" phase, ensuring a direct and comparable analysis.

Arcadis offers an advanced solution for traffic management, leveraging sophisticated analytics to transform raw data into actionable insights. By integrating third-party data sources, Arcadis can construct a comprehensive dashboard specifically designed for traffic operations performance reporting. This dashboard serves as a critical tool for City planners and traffic engineers, enabling them to gain a holistic view of traffic patterns, congestion points, and overall network efficiency. The reporting provided by Arcadis aims to facilitate a proactive methodology to traffic management, ultimately leading to reduced travel times, decreased fuel consumption, lower emissions, and an improved quality of life for residents.



In addition to conducting travel-time runs, Arcadis can utilize the comprehensive, traffic flow dashboard which integrates multiple data sources, including both proprietary and third-party data, to deliver up-to-the-minute information on traffic speed, congestion, and other relevant factors. By providing a detailed, real-time, and historical understanding of traffic patterns, the dashboard will enable users to proactively make informed decisions about traffic management strategies, incident response, and overall transportation system performance.

Furthermore, the dashboard is designed with user-friendly features, including customizable alerts, interactive maps, and historical trend analysis tools. These features allow users to tailor the dashboard to their specific needs and gain valuable insights into traffic patterns over time. The dashboard is accessible across multiple devices, ensuring that users can access critical traffic information anytime and anywhere.

Arcadis is actively leveraging this cutting-edge dashboard in significant projects, demonstrating its proven utility and effectiveness. For example, it is currently a core component of the OCTA Countywide Baseline Project and Harbor Blvd Pilot TSP Project, playing a vital role in understanding and optimizing the transportation network.

ON-SITE SUPPORT

Arcadis offers on-site support services, providing highly skilled engineers readily available to assist with a diverse range of critical duties. Our team will seamlessly integrate with your project, ensuring efficient execution and prompt problem resolutions.

Our on-site engineering support encompasses the following key areas:

- **Program Management/Construction Management/ Construction Inspection:** Arcadis engineers bring extensive experience in overseeing complex infrastructure projects. This includes program management to ensure projects stay on schedule and within budget, construction management to maintain quality and safety standards, and thorough construction inspection to verify adherence to design specifications and regulatory requirements. Our on-site presence allows for real-time decision-making and proactive risk mitigation, leading to successful project delivery.



- **Traffic Network Troubleshooting:** With an in-depth understanding of complex traffic systems, our engineers are skilled at identifying and resolving issues that disrupt traffic flow. This includes optimizing timing plans, analyzing congestion points, and implementing solutions to enhance network efficiency and minimize delays. Local Arcadis engineers possess in-depth knowledge of the City's traffic communication network, enabling them to quickly address emerging traffic challenges and ensure safe and smooth transportation for all modes of traffic. Our engineers utilize advanced diagnostic tools and methodologies to pinpoint root causes, whether they stem from electrical faults, software glitches, communication breakdowns, or environmental factors. We are committed to minimizing downtime and restoring optimal traffic conditions swiftly.



- **Inter-Agency Coordination:** Large-scale projects often involve multiple stakeholders and regulatory bodies. Arcadis engineers excel at facilitating seamless communication and coordination between various agencies, including local, state, and federal authorities, utility companies, and community groups. Our on-site presence allows us to act as a central point of contact, streamlining approvals, resolving conflicts, and ensuring all parties are aligned with project goals and timelines.
- **Addressing Resident Complaints:** We understand the importance of community engagement and minimizing disruption to residents during construction and infrastructure improvements. On-site engineers will serve as a direct liaison between the project team and the community, sensitively and effectively addressing resident complaints and concerns. This includes investigating issues, providing clear and timely communication, and working to implement solutions that mitigate impacts and maintain positive community relations.

HOURLY RATES

Hourly rate fees for Arcadis U.S., Inc. professional services are indicated below:

Staff Category	Billing Rate
Senior Advisor	\$459.00
Principal Engineer	\$325.00
Senior Engineer	\$290.00
Engineer	\$185.00
Associate Engineer	\$165.00
Administrative	\$125.00

ADDITIONAL TERMS

Invoicing and Payment: Progress invoices will be issued monthly and payment is due within thirty (30) days of invoice date. Invoices for subcontractor charges are payable upon presentation.

Travel and Related Expenses: Company and personal vehicles will be charged at the IRS allowable mileage reimbursement rate.

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 BOWMAN CONSULTING GROUP LTD., a Delaware corporation ("Contractor"), who agree as follows:

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

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

2. Compensation and Fees.

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

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

3. Payment.

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

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

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

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

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

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

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

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

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

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

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

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

12. **Reserved.**

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

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

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

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

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

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

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

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

17. Indemnity.

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

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

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

“CONTRACTOR”

“CITY”

Bowman Consulting Group Ltd.
3060 Saturn Street, Suite 250
Brea, CA 92821
Attn.: Farzad Dorrani

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

Telephone: 714-940-0100
E-Mail: fdorrani@bowman.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

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

“CONTRACTOR”

“CITY”

BOWMAN CONSULTING GROUP LTD.,
a Delaware corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Robert Hickey
Title: Executive Vice President

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Kathryn Williams
Title: Assistant Secretary

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.



G

Qualifications of Proposer's Personnel

Provide an organizational chart of the Consultant Team showing the names, positions, and responsibilities. This section shall define the experience of key personnel and sub-consultants. All sub-consultants and their personnel must be identified. Resumes for the Consultant Team, including the Project Manager and key personnel, shall be provided in the Appendices. Resumes shall contain information relating to each person's education, experience or training in the area covered within this proposal. The City reserves the right to review and approve any additions or revisions to the Consultant Team, including sub-consultants.

Resumes appear in the Appendix, and do not count toward the 15-page limit, per the RFP.



Aidan Mousavi, MBA, PE, TE, QSD

Principal-in-Charge

Bowman



Douglas Benash, PE, QSD

Quality Assurance (QA) Manager

Bowman



Amir Farahani, PE, TE

Senior Project Manager

Bowman



IN-HOUSE SUPPORT



Yunus Rahi, PhD, PE, TE

Senior Traffic Engineer

Bowman



Dennis Barnes, PE, TE

Senior Traffic Engineer

Bowman



Hamed Habibi, MS, EIT

Engineer III, Transportation

Bowman



Masoud Sepahi, PE, LEED GA

Construction Manager

Bowman



Malcom Weatherbie

Construction Inspector

Bowman



Cat Survance

Outreach Specialist

Bowman

SUBCONSULTANT TEAM



Dennis Janda

Survey



Nicole Nguyen

Traffic Counts





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Work Plan

The Proposer shall indicate an understanding of the scope of services requested in this RFP. The work plan should address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

APPROACH

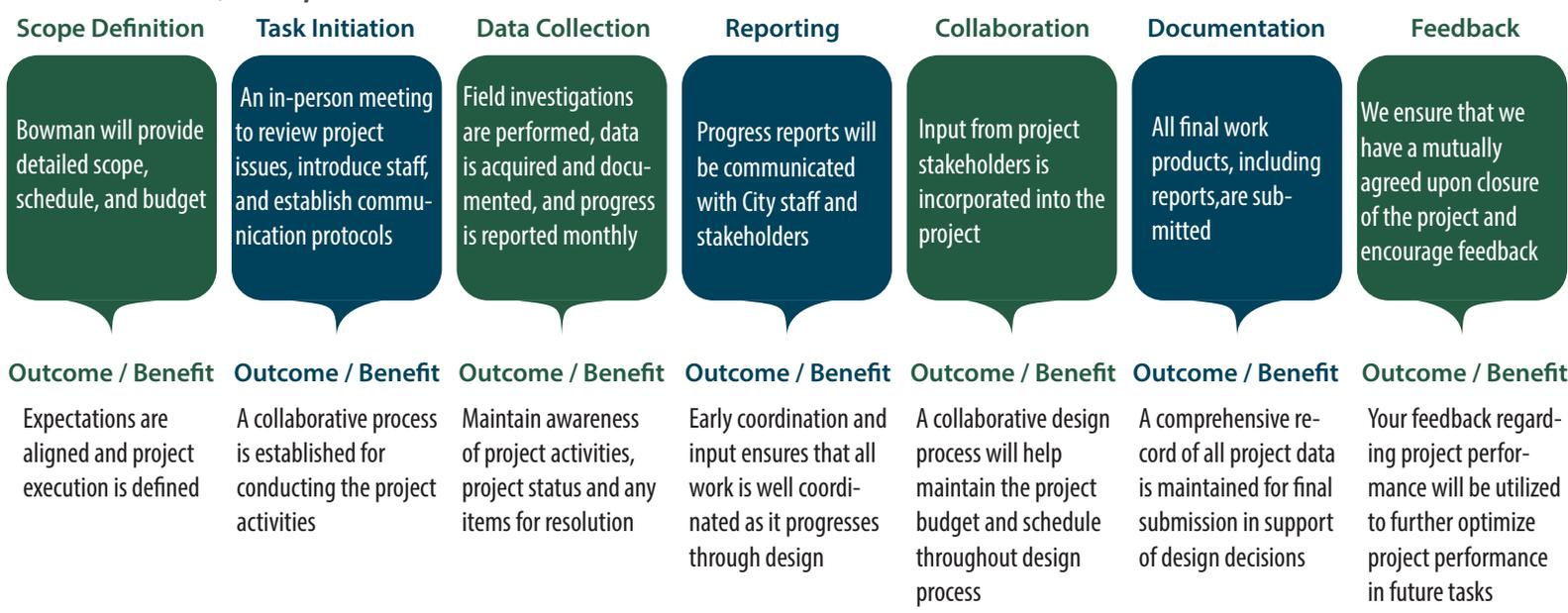
Effective execution of task order contracts requires clear delineation of work, streamlined communication and accountability of all stakeholders, as well as a collaborative approach with both internal resources and subconsultants. We are accustomed to serving our clients both on stand-alone projects as a dedicated consultant, as well as through staff augmentation roles, supporting our clients' needs for outside staffing.

Accordingly, Bowman's approach to delivering a successful task order within budget and on schedule begins with a clear understanding of the goals, scope, deliverables, budget, timeline, and involved stakeholders. On stand-alone projects, and based on this initial information provided to our team, we develop a project-specific management plan that delineates organizational structure, staffing, deliverables, and associated schedule, including progress and review meetings. **As part of our approach to the execution of individual assignments within a multitask contract, it is imperative to understand several factors**

that may influence the project objectives, such as local site conditions, project-specific details and performance requirements, client-driven operational needs, community interface, seasonal restrictions, safety requirements, timelines, or legislatively mandated criteria. It is with this understanding that for each task, we evaluate the critical objectives and obstacles; implement best practices approach, cost effective and practical solutions; and implement such through engagement in all phases of the project.

Our project execution efforts are aimed at matching the right skill set to the project task, thereby ensuring effective and efficient use of resources. At Bowman, we instill a culture of consistency and high-quality performance through the preservation of personnel continuity on tasks through the life of the contract and the persistent pursuit of excellence through professional growth and innovation. Continuity of proven performers and preservation of project institutional knowledge yields quality performance and successful delivery metrics.

While we are prepared to work only on portions of a project (ex. a warrant study or calming analysis), our approach to developing our work product follows a total-project-life cycle mentality, as reflected in the workflow graphic below.



Traffic engineering is one of the core disciplines we provide to Southern California cities. Bowman's extensive traffic engineering knowledge, sharply-honed technical skills, and decades of combined experience makes us invaluable to our client cities as we help them to keep Southern California moving. Bowman is known by our clients for innovation and effective approaches, providing exceptional value and cost effective services. Traffic and transportation engineering services that we provide include the following:



Traffic Signal Design and Modification	Traffic / Transportation Feasibility	Transportation Planning
Traffic Signal Synchronization	Traffic Impact Analysis (TIA)	Local Transportation
Traffic Signal Construction Management	ITS Development, Design and Implementation	Regional Transportation
Community and Neighborhood Traffic Issues	Safety Studies	Multi - Modal Transportation Plans
CIP Project Development, Design and Implementation	School Route Analysis	Staff Augmentation
Traffic Studies	Traffic Engineering	City Traffic Engineer
Engineering & Traffic Survey (E&TS)	Transportation Planning	Assistant Traffic Engineer
EIR Studies / CEQA / NEPA	MTA Call - For - Projects Process (Funding)	Overflow Workload
Traffic Circulation Studies	Traffic Engineering Design	Rail Grade Crossing
Neighborhood Permit Parking Program	Traffic Signal and System Design	ITS Design and Implementation
Project Study Reports (PSR)	Interconnect Design	Traffic Control and Detour Plans
Traffic Calming Studies	Signing and Striping	Bicycle Facilities Assessment & Improvements
Quiet Zone Feasibility Study	HAWK & RRFB Design	Local Roadway Safety Plan

Transportation Impact Study Guidelines

Our team offers comprehensive traffic study and analysis services tailored to the City’s needs. These services include the preparation and review of traffic impact studies, safety assessments, speed surveys, traffic control warrant analyses, detour plans, and neighborhood traffic calming evaluations.

We employ a variety of data collection methods – including manual counts, radar devices, automatic traffic recorders (ATRs), and video-based systems – to gather accurate traffic volume, speed, gap, and vehicle classification data. As part of our standard practice, our analysts conduct field visits to each project site to ensure that all analyses are informed by real-world conditions and observations.

To support our data collection efforts, we maintain a contract with City Traffic Counters (CTC), ensuring timely and reliable traffic count data for all studies.

Our team specializes in the development of traffic impact studies that include capacity and safety analyses, mitigation recommendations in response to specific concerns, and comparative evaluations of improvement alternatives. We also provide ongoing monitoring of traffic conditions to assess the effectiveness of implemented transportation improvements.

As part of our commitment to consistency and transparency, we will develop a customized Transportation Impact Study Guidelines document for the City. This document will be informed by the Caltrans Transportation Impact Study Guide and will outline:

- Criteria for when a Traffic Impact Study is required
- Scope and methodology of the study
- Data collection standards and sources
- Analytical methods for evaluating traffic impacts
- Mitigation strategies and improvement recommendations

This structured approach ensures that all traffic studies are aligned with state best practices while being tailored to the City of Orange’s specific infrastructure, policies, and community goals.

Traffic Engineering, Traffic Analysis and Transportation Planning Studies

Our team provides full-service traffic engineering and transportation planning support for both public agencies and private development projects. We are well-versed in reviewing land development applications, including internal circulation, site access, and off-site improvements. Our reviews ensure compliance with City, County, and Caltrans



standards, as well as CA-MUTCD and AASHTO guidelines. We routinely evaluate traffic signal warrants, intersection and driveway sight distance, and roadway design elements. Our staff are also available to represent the City in meetings with applicants and before planning or land use boards, providing expert technical input as needed. To support planning and policy decisions, we conduct detailed analyses of existing conditions and historical trends, including traffic volumes and crash data, to identify high-priority corridors and intersections. We coordinate closely with City staff to build on existing studies and data sources.

Our team is fully qualified to prepare and oversee a wide range of traffic studies, including signal and stop control warrants, left-turn phasing evaluations, speed surveys, and mitigation assessments. We also develop citywide and corridor-level transportation plans, conduct feasibility studies, and support capital improvement programming.

Whether the City requires focused intersection analysis or comprehensive transportation master planning, our team brings the technical expertise and municipal experience to deliver actionable, policy-aligned solutions.

Traffic Control Device Studies and Signal Design

Bowman offers a comprehensive suite of services for the evaluation, justification, and design of traffic control devices, including traffic signals, stop signs, and other regulatory measures. Our approach is rooted in data-driven analysis, regulatory compliance, and a commitment to enhancing safety, mobility, and operational efficiency throughout the City of Orange.

Our licensed traffic engineers conduct thorough warrant studies in full conformance with the CA-MUTCD, as well as all applicable federal, state, and local regulations. Each study begins with a detailed field investigation and the collection of critical data, including:

- Collision history from **SWITRS** and **TIMS**
- 24-hour **Average Daily Traffic (ADT)** volumes
- **Peak-period turning movement counts** for vehicles, pedestrians, and bicyclists
- **Speed surveys**, gap studies, and sight distance evaluations

This data is analyzed against MUTCD warrant criteria to determine the need for traffic signals, multi-way stops,

or other control devices. Our team then prepares a comprehensive warrant study report with clear findings and actionable recommendations. When requested, our engineers present these findings to the City's Traffic Engineer, Traffic Commission, Planning Commission, or City Council, ensuring that decision-makers are equipped with the technical insight needed to proceed confidently.

Once a traffic control device is warranted and approved, Bowman seamlessly transitions into the design phase, delivering:

- Construction-ready plans
- Engineer's cost estimates
- Technical specifications
- Bid support documents, including addenda and contractor clarifications

Our traffic signal design services are led by registered traffic engineers with extensive experience preparing Plans, Specifications, and Estimates (PS&E) for a wide range of intersection and corridor improvements. We adhere strictly to CA-MUTCD, Caltrans Standard Plans and Specifications, and City of Orange standards. All final plans are signed and sealed by our licensed engineers to certify their accuracy and adequacy.

Our design team is proficient in the use of AutoCAD, Synchro, and other industry-standard software, and is highly experienced in preparing plans that meet the requirements of Caltrans, Orange County, and other regional agencies. We are also well-versed in the latest traffic signal technologies, including:

- LED signal heads and internally illuminated street name signs
- NEMA TS-2 controllers and closed-loop systems
- Fiber-optic communications and emergency vehicle preemption
- Red light enforcement cameras
- Video, microwave, and radar detection systems

In addition to design, Bowman provides signal system review, inspection, and operational support. We assist with equipment selection, system integration, and signal timing optimization to ensure smooth traffic flow and coordination.



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Work Plan

Our team can also perform signal inventory assessments, intersection conformance reviews, and prepare technical specifications for new or upgraded installations.

Whether the City is seeking to improve intersection safety, modernize signal infrastructure, or implement new traffic control strategies, Bowman is ready to deliver innovative, cost-effective, and community-sensitive solutions that align with the City of Orange’s transportation goals.

Intelligent Transportation Systems (ITS) Design

Bowman offers a forward-thinking, technology-driven approach to Intelligent Transportation Systems (ITS) design, with a strong emphasis on enhancing traffic operations, safety, and multimodal connectivity. Our team has successfully delivered ITS projects for municipalities across Southern California, integrating advanced technologies that support real-time traffic management, data collection, and system-wide coordination.

We understand that the City of Orange operates a sophisticated transportation network that includes over 160 traffic signals, 20+ miles of fiber optic infrastructure, and a centralized Traffic Management Center (TMC). Bowman is well-equipped to support the City in expanding and optimizing this network through innovative ITS solutions tailored to local needs.

Our ITS design services include:

- **Traffic signal interconnect** design using fiber optic and wireless communication technologies
- **Adaptive signal control systems** that respond dynamically to real-time traffic conditions
- **Integration of field devices** such as CCTV cameras, vehicle detection systems, dynamic message signs (DMS), and radar feedback signs
- **Design of communication infrastructure**, including conduit routing, pull boxes, and cabinet upgrades
- **Coordination with Caltrans, OCTA, and utility providers** to ensure seamless system integration and compliance with regional standards
- **Development of system architecture and specifications** for new or upgraded ITS corridors
- **Support for grant applications and funding strategies** related to ITS deployment (e.g., SB1, CMAQ, and ATP)

Our team will begin each assignment with a thorough review of existing infrastructure and system capabilities. We will conduct field investigations, assess communication gaps, and identify opportunities for system upgrades or expansion. Our ITS engineers will then develop detailed design plans, specifications, and cost estimates that are fully compliant with Caltrans Standard Plans, CA-MUTCD, and City of Orange standards.

Bowman also provides construction support and system testing services, ensuring that ITS components are installed correctly, calibrated, and fully functional before system acceptance. We work closely with City staff and vendors to ensure that all systems are integrated into the City’s TMC and that operations staff are trained on new technologies.

Our goal is to help the City of Orange leverage ITS to improve traffic flow, reduce congestion, enhance safety, and support future smart city initiatives. With Bowman as your partner, you gain a team that understands both the technical and operational dimensions of ITS – and how to deliver systems that work seamlessly from day one.

Traffic Control Plans

Bowman has a proven record of successfully managing capital improvement projects and other roadway and traffic engineering construction projects for several Southern California municipalities. Our registered Traffic Engineers have prepared numerous traffic control and detour plans for construction projects while prioritizing traffic and pedestrian convenience and safety. The Traffic Engineers assigned to these tasks for the City will promptly collect all relevant traffic control needs and roadway safety information upon receiving a request from the City and prepare the appropriate plans for application to the specific projects. The CA-MUTCD and Caltrans Standard Plans and Standard Specifications will be used in preparing these plans. The plans will have the registered engineer’s stamp and wet signature certifying accuracy and adequacy.

Review Projects Involving Traffic Impact Analysis, Roadway Improvements and Traffic Signal Modifications

Our professionally registered Traffic Engineers can review and comment on traffic studies and are well-versed with all local and regional guidelines and policies and procedures, including the latest state-mandated CEQA-required Vehicle Miles Traveled (VMT) analysis procedures (per SB 743) for



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Work Plan

transportation impacts determination. Our traffic engineers have experience serving as City Engineers and City Traffic Engineers for various cities and can review and determine needs for specific traffic controls at intersections or street segments, including traffic signals, traffic and parking control signs and markings, posting of speed control signs, etc. We can prepare recommendations for any traffic ordinance or City Council or planning commission resolutions, as requested. Our team of professionals can also review any traffic impact mitigation plans, strategies or programs proposed by private developers and work in coordination with them to prepare a list of precise recommended improvements with subsequent involving traffic impacts predicting how the proposed plans, strategies, and programs will improve traffic congestion and safety.

Construction Management and Inspection Support

Our team has a strong track record of successfully managing capital improvement and traffic engineering construction projects for municipalities across Southern California. We provide full-service construction support, including traffic control planning, field coordination, and engineering assistance throughout the construction and bidding phases.

Our registered Traffic Engineers are experienced in preparing traffic control and detour plans that prioritize safety and minimize disruption to vehicular and pedestrian traffic. Upon request, our team will promptly assess site-specific traffic control needs and develop tailored plans that meet City, Caltrans, and CA-MUTCD standards.

Amir Farahani, PE, TE, will serve as the primary point of contact for construction coordination. He will attend pre-construction meetings, job walks, and site visits, and will provide field recommendations as needed. Our team is prepared to respond to RFIs promptly, maintain a detailed log of inquiries and responses, and revise plans or specifications as required by the City.

We also offer engineering support during the bidding phase, including clarification of design documents, preparation of addenda, and coordination with contractors to ensure a smooth transition into construction. Our team will review construction area traffic control plans to ensure public safety and maintain traffic circulation throughout the work zone.

With a proactive and responsive approach, we are committed to supporting the City in delivering safe, efficient, and well-coordinated construction projects.

Research for Federal and State Infrastructure Grants and Preparation of Grant Applications

At Bowman, we pride ourselves on being more than just engineers—we are strategic partners who help cities unlock funding opportunities and bring transformative projects to life. Our team has extensive, project-specific experience in preparing successful grant applications and securing competitive funding for municipalities and local agencies across Southern California.

We specialize in developing compelling engineering conceptual plans, technical reports, and supporting documentation under the City's direction, tailored for submittal to a wide range of funding agencies. These include, but are not limited to:

- **Orange County Transportation Authority (OCTA)**
- **Caltrans**
- **Southern California Association of Governments (SCAG)**
- **Metrolink / SCRRRA**
- **California Transportation Commission (CTC)**
- **Federal Highway Administration (FHWA)**
- **Orange County Council of Governments (OCCOG)**

Our staff possess deep knowledge of federal and state funding programs, including Measure M, SB 1, ATP, HSIP, CMAQ, and STBG. We don't just respond to funding opportunities—we anticipate them. In fact, we have a proven track record of identifying projects that align with upcoming grant cycles and guiding our clients through the entire process, from concept to award.

One notable example: a city client missed the deadline for an MTA Call for Projects for a critical intersection improvement. Rather than accept the setback, our team proactively appealed to MTA and successfully secured **\$2.1M** in funding. We then advanced the project to the **I-710 Early Action Technical Advisory Committee**, where we obtained an additional **\$1.2M**—resulting in a fully funded project at **zero cost to the City**.



This level of initiative is embedded in our culture. We coach our staff to be vigilant and forward-thinking, always seeking ways to streamline project delivery, reduce costs, and maximize funding potential. Our team members are actively engaged in local and regional organizations, staying informed on policy shifts, funding trends, and emerging opportunities.

For the City of Orange, Bowman will bring this same level of dedication and foresight. **Yunus Rahi, PhD, PE, TE**, a seasoned grant strategist on our team, will lead all grant-related efforts, ensuring that every application is technically sound, strategically positioned, and aligned with the City's long-term transportation goals.

Analyses of Existing and Projected Traffic Conditions

Bowman's approach to traffic condition analysis is rooted in data integrity, inter-agency coordination, and a deep understanding of the regulatory and physical context of each project. Our team is experienced in conducting comprehensive evaluations of both existing and future traffic conditions to support informed decision-making and effective project delivery.

We begin by coordinating with the City of Orange, Orange County, Caltrans, and other relevant agencies to obtain all available records related to accident history, roadway geometry, traffic operations, and driver behavior. This includes sourcing crash data from:

- SWITRS (Statewide Integrated Traffic Records System) by the California Highway Patrol
- TIMS (Transportation Injury Mapping System) by UC Berkeley's Safe Transportation Research and Education Center

This data provides critical insight into historical safety trends and informs our field investigations and design recommendations.

Our team also conducts a thorough review of existing records and right-of-way documentation, including topographic surveys, utility maps, easements, and property boundaries. We proactively engage with utility companies, public agencies, and private stakeholders to identify any constraints or permitting requirements early in the process. This ensures that all necessary approvals are accounted for prior to the implementation of traffic improvements.

A preliminary field investigation is then conducted to assess:

- Site access and circulation
- Potential utility conflicts
- Safety concerns and operational deficiencies
- Impacts to adjacent parcels and land uses

To support this effort, our subconsultant CTC – a recognized leader in traffic data collection – will perform a full suite of services, including:

- Manual turning movement counts
- 24-hour machine counts
- Radar speed surveys
- Parking occupancy and demand studies
- Pedestrian crosswalk counts
- Transit and ridership surveys

All field data and site imagery will be integrated into our GIS platform, enabling real-time access to geo-located photos and field notes. This system allows both Bowman and City staff to visualize and manage project data through the City's GIS portal, streamlining coordination and enhancing transparency.

Our GIS Analyst will support the development of base maps that reflect true physical constraints and inform the design process. These maps, combined with our traffic modeling and forecasting tools, allow us to evaluate projected traffic conditions under various growth and development scenarios.

Bowman's holistic approach ensures that every traffic analysis is grounded in accurate data, informed by local context, and aligned with the City's long-term transportation goals.

Pedestrian and Bicycle Studies

Bowman brings a deep bench of expertise in multimodal transportation planning, with a strong track record of delivering pedestrian and bicycle studies that lead to actionable, community-supported improvements. Our team understands that enhancing non-motorized mobility is not only a matter of infrastructure, but also about creating safer, more connected, and more livable neighborhoods.

We have successfully led Traffic Safety Studies Near Schools, focusing on critical safety concerns such as excessive vehicular speeds, collision history, near-miss incidents, and



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Work Plan

pedestrian vulnerability at intersections and corridors along school routes. Our methodology includes targeted traffic and pedestrian counts during peak school hours (typically 7:00–9:00 AM and 2:00–4:00 PM), ensuring that we capture accurate data reflective of real-world conditions. We also evaluate the potential benefits of deploying adult crossing guards and other operational strategies to enhance safety during school pick-up and drop-off periods.

Bowman is experienced in developing comprehensive Safe Routes to School (SRTS) Action Plans, which include:

- Project management and stakeholder coordination
- Assessment of existing conditions and infrastructure gaps
- Development of interactive, web-based tools for community input
- Facilitation of safety workshops and public engagement
- Preparation of final SRTS Action Plans with individual school profiles
- 30% conceptual design plans for targeted improvements

These plans are designed to be implementation-ready and grant-competitive, aligning with funding programs such as ATP, HSIP, and SB 1.

Beyond school zones, our team conducts citywide pedestrian and bicycle studies to identify high-demand corridors, safety concerns, and opportunities for network expansion. We assess traffic conditions, user behavior, and multimodal demand to inform the design of Complete Streets that serve all users.

Should the City of Orange choose to pursue a Complete Streets Bicycle and Safety Improvements Project, Bowman is fully equipped to support every phase—from feasibility analysis to final design. Our approach would encompass:

- Pavement rehabilitation and resurfacing
- Upgrades to Transportation Management System (TMS) elements
- ADA compliance for all pedestrian and bicycle facilities
- Design and construction of new infrastructure, including protected bike lanes, enhanced crosswalks, and pedestrian refuge islands

Our team is committed to delivering solutions that are not only technically sound but also context-sensitive and community-driven. We understand the importance of balancing safety, mobility, and aesthetics in a way that reflects the City's vision for a more walkable and bike-friendly future.

Review Projects Involving Traffic Impact Analysis, Roadway Improvements and Traffic Signal Modifications

Bowman offers a highly qualified team of traffic engineers, including professionally registered Traffic Engineers with extensive experience serving as City Engineers and City Traffic Engineers throughout Southern California. Our team is well-versed in reviewing and evaluating traffic impact studies, roadway improvement plans, and traffic signal modifications in accordance with local, regional, and state guidelines.

We bring a deep understanding of the latest CEQA-mandated Vehicle Miles Traveled (VMT) analysis procedures under SB 743, and we are adept at applying these methodologies to determine transportation impacts for both public and private development projects. Our engineers are proficient in interpreting and applying policies from OCTA, Caltrans, SCAG, and the City's own General Plan and Circulation Element.

Our services include:

- Thorough review of **Traffic Impact Analyses (TIAs)** for compliance with City standards and regional modeling assumptions
- Evaluation of **intersection and corridor operations**, including the need for traffic signals, stop control, speed zoning, and other traffic control devices
- Review and comment on **roadway improvement plans**, including geometric design, lane configurations, and multimodal accommodations
- Assessment of **traffic and parking control signage**, pavement markings, and striping plans
- Preparation of **staff reports, technical memoranda, and recommendations** for Planning Commission, City Council, or Traffic Committee consideration



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Work Plan

We also work closely with private developers and their consultants to review proposed traffic mitigation strategies, ensuring that they are technically sound, feasible, and aligned with the City’s long-term mobility goals. Our team can prepare a precise list of recommended improvements, supported by data-driven analysis and predictive modeling to demonstrate how proposed measures will alleviate congestion, enhance safety, and support sustainable growth.

Bowman’s approach is collaborative and proactive – we aim to streamline the review process while upholding the highest standards of technical rigor and public accountability. Our goal is to support the City of Orange in making informed, defensible decisions that improve mobility and quality of life for all users.



MEET THE SENIOR PROJECT MANAGER

Amir Farahani, PE, TE

Amir Farahani is a seasoned traffic and transportation engineering professional with over 32 years of experience in civil, traffic, and transportation engineering, including more than 28 years of dedicated service to the City of Orange. Throughout his tenure, Amir held progressively responsible positions – rising from Engineering Technician to Assistant Engineer, Associate Engineer, Senior Engineer, and ultimately serving as City Traffic Engineer and Traffic and Transportation Manager.

In these roles, Amir led the City’s traffic and transportation division, where he oversaw daily traffic operations, managed the City’s Traffic Management Center (TMC), and directed signal timing, maintenance, and capital improvement initiatives. He was responsible for delivering projects from concept through construction, preparing PS&E packages, administering contracts, and coordinating with local, regional, and federal agencies.

Amir’s expertise includes development review, grant funding strategy and application (including HSIP, SR2S, CDBG, and TEA), and public representation at City Council and inter-agency meetings. He played a key role in shaping the City’s traffic engineering standards, signal design practices, and transportation policies to enhance safety and mobility.

Since joining Bowman in 2021, Amir has continued to apply his deep municipal knowledge across Southern California. His recent work includes traffic signal design, pedestrian safety improvements (e.g., HAWK and RRFB systems), including various studies and reports. Amir’s long-standing relationship with the City of Orange provides him with a unique and valuable perspective on its infrastructure, operational priorities, and community values.

City of Orange
RFP 24-25.24 On-Call Traffic Engineering Services
Bowman Consulting Group - Cost Proposal

Principal-in-Charge	\$300
QA Manager	\$220
Senior Project Manager	\$200
Project Manager	\$185
Assistant Project Manager	\$170
Senior Traffic Engineer	\$200
ADA Specialist	\$190
Engineer III	\$155
Engineer II	\$145
Engineer I	\$140
GIS Analyst	\$155
Construction Manager	\$200
Senior Construction Inspector	\$180
Construction Inspector	\$160
Outreach Specialist	\$155
Administrative Assistant	\$125

PROFESSIONAL SERVICES AGREEMENT
[On-Call Traffic Engineering Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2025 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and DKS ASSOCIATES, a California corporation (“Contractor”), who agree as follows:

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

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

2. Compensation and Fees.

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

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

3. Payment.

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

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

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

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

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

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

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

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

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

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

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

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

12. **Reserved.**

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

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

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

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

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

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

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

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

17. Indemnity.

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

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

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

“CONTRACTOR”

“CITY”

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

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

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

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

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

“CONTRACTOR”

“CITY”

DKS ASSOCIATES, a California corporation

CITY OF ORANGE, a municipal corporation

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

By: _____
Daniel R. Slater, Mayor

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

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

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

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EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

SECTION III

SCOPE OF WORK

RFP NO. 24-25.24

SECTION III: SCOPE OF WORK

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

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

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

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

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

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

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

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

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

Deliverables

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

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

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

QUALIFICATIONS

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

DESIGN PLANS

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

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

SAMPLE TASK ORDER:

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

PROGRAM MANAGEMENT/ CONSTRUCTION MANAGEMENT/ CONSTRUCTION INSPECTION

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



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

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

SAMPLE TASK ORDER:

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

TRANSPORTATION ANALYSIS

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

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

SAMPLE TASK ORDER:

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



TRAFFIC SIGNAL CORRIDOR COORDINATION STUDIES

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

SAMPLE TASK ORDER:

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

SIMULATION MODELING

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

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

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

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

SAMPLE TASK ORDER:

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



INNOVATIVE SOLUTION

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

TRAFFIC COUNTS

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

SAMPLE TASK ORDER:

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

STATEWIDE PLANNING EFFORTS

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

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

SAMPLE TASK ORDER:

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

RESEARCH AND OUTREACH

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

SAMPLE TASK ORDER:

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

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

NEIGHBORHOOD TRAFFIC CALMING

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

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

SAMPLE TASK ORDER:

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



REVIEW FOR PRIVATE DEVELOPMENTS

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

SAMPLE TASK ORDER:

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

GRANT MANAGEMENT

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

SAMPLE TASK ORDER:

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

SHAPING A SMARTER TRANSPORTATION EXPERIENCE™



TRANSPORTATION
ENGINEERING



SAFE MOBILITY



TRANSIT



ELECTROMOBILITY



CLIMATE SERVICES



ACTIVE
TRANSPORTATION



TRANSPORTATION
PLANNING



TRANSPORTATION
TECHNOLOGY



FREIGHT



COMMUNITY
ENGAGEMENT

H – WORK PLAN

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

APPROACH

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

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

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

DEFINE THE PROJECT

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

DEVELOP SCOPE, SCHEDULE, AND BUDGET

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

DKS ON CALL PROCESS

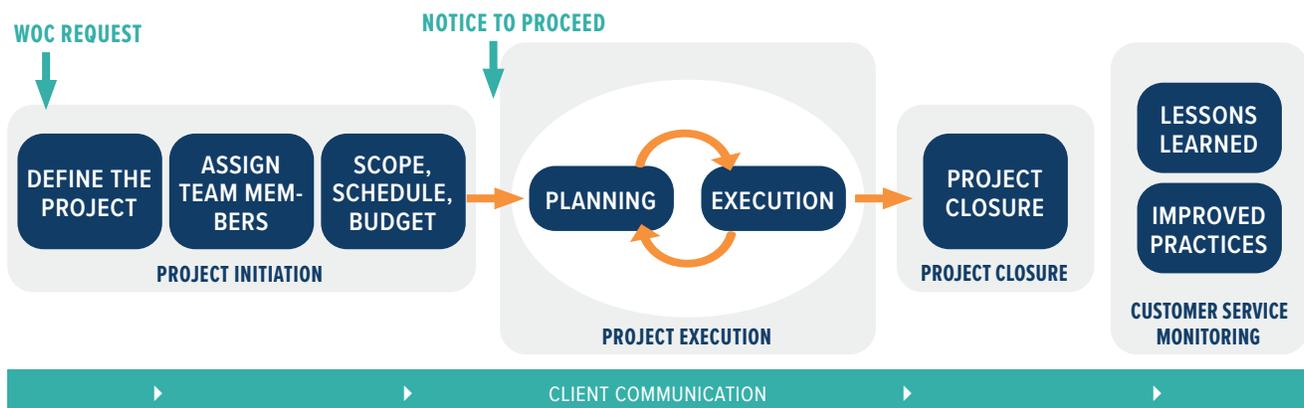


FIGURE 1. ON-CALL TASK ORDER MANAGEMENT



FIGURE 2. QUALITY CONTROL/QUALITY ASSURANCE PROCESS

ASSIGN TEAM MEMBERS

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

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

PROJECT EXECUTION

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

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

QUALITY CONTROL / QUALITY ASSURANCE

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

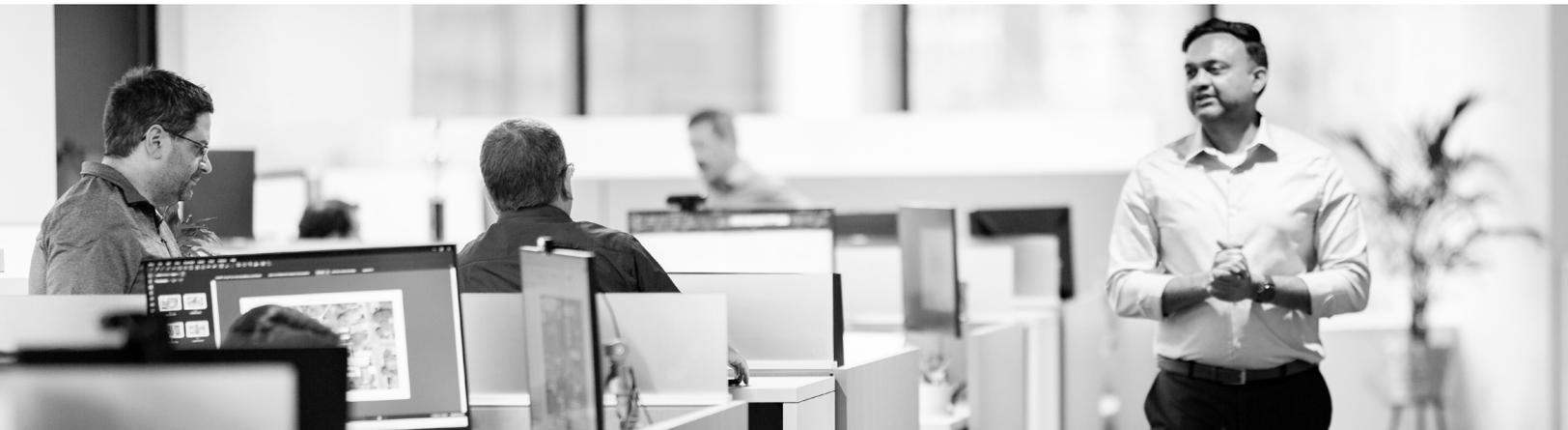
PROJECT CLOSEOUT

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

INNOVATIVE APPROACH

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

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





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

Fee Schedule					
<i>Effective January 1, 2025 through December 31, 2025</i>					
<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 9	95.00	Grade 40	250.00	Tech Level M	95.00
Grade 10	100.00	Grade 41	255.00	Tech Level N	100.00
Grade 11	105.00	Grade 42	260.00	Tech Level O	105.00
Grade 12	110.00	Grade 43	265.00	Tech Level P	110.00
Grade 13	115.00	Grade 44	270.00	Tech Level Q	115.00
Grade 14	120.00	Grade 45	275.00	Tech Level R	120.00
Grade 15	125.00	Grade 46	280.00	Tech Level S	125.00
Grade 16	130.00	Grade 47	285.00	Tech Level T	130.00
Grade 17	135.00	Grade 48	290.00	Tech Level U	135.00
Grade 18	140.00	Grade 49	295.00	Tech Level V	140.00
Grade 19	145.00	Grade 50	300.00	Tech Level W	145.00
Grade 20	150.00	Grade 51	305.00	Tech Level X	150.00
Grade 21	155.00	Grade 52	310.00	Tech Level Y	155.00
Grade 22	160.00	Grade 53	315.00	Tech Level Z	160.00
Grade 23	165.00	Grade 54	320.00	Tech Level AA	165.00
Grade 24	170.00	Grade 55	325.00	Tech Level AB	170.00
Grade 25	175.00	Grade 56	330.00	Tech Level AC	175.00
Grade 26	180.00	Grade 57	335.00	Tech Level AD	180.00
Grade 27	185.00	Grade 58	340.00	Tech Level AE	185.00
Grade 28	190.00	Grade 59	345.00	Tech Level AF	190.00
Grade 29	195.00	Grade 60	350.00	Tech Level AG	195.00
Grade 30	200.00	Grade 61	355.00	Tech Level AH	200.00
Grade 31	205.00	Grade 62	360.00	Tech Level AI	205.00
Grade 32	210.00	Grade 63	365.00	Tech Level AJ	210.00
Grade 33	215.00	Grade 64	370.00	Tech Level AN	230.00
Grade 34	220.00	Grade 65	375.00	Tech Level AO	235.00
Grade 35	225.00	Grade 66	380.00	Tech Level AP	240.00
Grade 36	230.00	Grade 67	385.00		
Grade 37	235.00	Grade 68	390.00		
Grade 38	240.00	Grade 69	395.00		
Grade 39	245.00	Grade 70	400.00		

* All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.

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 ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC., a California corporation ("Contractor"), who agree as follows:

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

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

2. **Compensation and Fees.**

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

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

3. **Payment.**

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

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

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

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

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

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

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

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

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

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

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

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

12. **Reserved.**

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

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

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

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms

of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

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

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

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

17. **Indemnity.**

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

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

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

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

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

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

18. Insurance.

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

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

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

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

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

insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

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

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

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

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

“CONTRACTOR”

Engineering Resources of Southern
California, Inc.
1861 W. Redlands Blvd.
Redlands, CA 92373
Attn.: John M. Brudin, President

Telephone: (909) 890-1255
E-Mail: mbrudin@erscinc.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn.: Larry Tay, City Traffic Engineer

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

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

“CONTRACTOR”

“CITY”

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC., a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: John M. Brudin
Title: President

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Moe Ahmadi
Title: Vice President

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.

√

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.

H. Work Plan

The Proposer shall indicate an understanding of the scope of services requested in this RFP. The work plan should address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

ERSC understands the City of Orange Engineering Department's vital role in managing both its Capital Improvement Program (CIP) and private land development oversight. We recognize the City's need for highly qualified, responsive, and innovative Traffic Engineering and Transportation Planning professionals to support a wide range of services—from traffic signal design and ITS systems to neighborhood traffic calming and grant funding support.

Our team is well-versed in addressing transportation challenges related to traffic flow, roadway safety, multimodal integration, and infrastructure management. We are committed to delivering high-quality, timely, and cost-effective services that align with the City's goals for safety, mobility, and community benefit.

Approach to On-Call Services

We're confident that our public agency references will attest to our proactive approach to on-call engineering services. This approach is built on clear communication, rigorous project management, and technical excellence. We are experienced at serving public agencies as an extension of staff, providing flexible and responsive support across a wide range of traffic engineering and transportation planning tasks.

1. Task Order Initiation & Scope Definition

Upon receiving a request for task order proposal, our Project Manager, Seth Jenison, will promptly engage with City staff to define the scope, objectives, deliverables, and schedule. This collaborative kickoff ensures full alignment with the City's expectations and prevents inconsistencies in proposals, as well as scope creep, once the task has begun.

Within five (5) business days of receiving a request, ERSC will provide a detailed proposal including:

- A clearly defined scope of work
- A not-to-exceed cost
- A task-specific schedule with milestones and deliverables

We will also identify whether the task will be performed on a lump sum or time-and-materials basis, as specified by the City.

2. Project Execution & Monitoring

Our team will execute each task with a focus on:

- **Timely Delivery:** Initial plan checks within 10 working days; subsequent reviews within 5 days. Other types of tasks will also be accomplished efficiently and expertly.
- **Transparent Communication:** Regular updates and early identification of potential issues.
- **Adaptability:** Immediate communication of any scope, schedule, or budget changes, along with proposed solutions

3. Quality Assurance / Quality Control (QA/QC)

All deliverables will undergo a multi-level QA/QC process led by senior staff to ensure compliance with applicable standards and the highest quality of engineering work before submission.

Scope Understanding

ERSC is committed to maintaining a close working relationship with City staff, as well as remaining accessible and responsive throughout the contract duration. We understand the City's infrastructure, systems in place, and regulatory environment, including federal/state funding compliance and the Comprehensive Transportation Funding Program (CTFP) administered by the Orange County Transportation Authority (OCTA).

For the sake of brevity, ERSC accepts the full scope of work described in the complete RFP, and affirms that our team has the experience and expertise to complete all the various types of tasks that are outlined in Section III: Scope of Work of the RFP.


Engineering Resources of Southern California, Inc. | Schedule of Rates
Professional Staff

President	\$320.00
Vice President	\$275.00
Sr. Principal Engineer	\$270.00
Principal Engineer	\$240.00
Assistant Principal Engineer	\$225.00
Engineer V	\$205.00
Engineer IV	\$185.00
Engineer III	\$170.00
Engineer II	\$155.00
Engineer I	\$135.00

Engineering Staff

Principal Engineering Associate	\$220.00
Senior Engineering Associate	\$200.00
Engineering Associate V	\$175.00
Engineering Associate IV	\$150.00
Engineering Associate III	\$140.00
Engineering Associate II	\$125.00
Engineering Associate I	\$120.00
Engineering Aide II	\$70.00
Engineering Aide I	\$65.00

Survey Staff and Services

Principal Surveyor	\$225.00
Senior Surveyor	\$185.00
Surveyor III	\$150.00
Surveyor II	\$130.00
Surveyor I	\$110.00
2-Man Survey Crew (Std Equipment/Truck)	\$320.00
1-Man Survey Crew (Std Equipment/Truck)	\$250.00
3rd Man on Survey Crew	\$140.00

Construction Support Staff

Construction Manager	\$225.00
Chief Construction Inspector	\$175.00
Sr. Construction Inspector	\$165.00
Construction Inspector	\$150.00
Inspector Overtime (Hours 8-12/Saturdays)	\$200.00
Inspector Overtime (Hours 12+/Sundays)	\$235.00

Administrative Staff

Operations Manager	\$125.00
Operations Specialist	\$105.00
Administrative Assistant II	\$95.00
Administrative Assistant I	\$85.00

Other Direct Expenses

Vehicle Mileage	\$0.70/Mile
Subconsultant	Cost + 20%
Reimbursable Expenses/Charges	Cost + 15%
Forensic Analysis	Standard Rate X 2
Expert Witness	Standard Rate X 3

NOTE: All rates hereon are subject to automatic increase upon July 1st of each year. Rates will be adjusted by the percent increase in California Consumer Price Index-All Urban Consumers for the twelve-month period ending February as calculated by the California Department of Industrial Relations (CADIR) California Consumer Price Index Calculator. Prevailing Wage Rates are dictated by the CADIR. All classifications which are subject to Prevailing Wages will be adjusted when revised determinations are published by the

Unless otherwise established by contractual agreement, payment is due and payable upon receipt. Payment is considered delinquent if not paid within 30 days of invoice date. If payment is not completed within agreed terms, Client agrees to pay a service charge on the amount past due at the rate of 1.5% per month (18% per annum).

PROFESSIONAL SERVICES AGREEMENT
[On-Call Traffic Engineering Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this _____ day of _____, 2025 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and FEHR & PEERS, a California corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference in accordance with the terms of this Agreement. As a material inducement to City to enter into this Agreement, Contractor represents that it has reasonably investigated and considered the scope of services and reasonably understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in accordance with the skill, care, and diligence ordinarily exercised by professionals performing similar services in the same or similar locale and under the same or similar circumstances to that of the Contractor under this Agreement. All services provided shall conform to all applicable federal, state and local laws, rules and regulations then in effect at the time of Contractor’s performance of its services under this Agreement. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

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

2. Compensation and Fees.

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

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

3. Payment.

a. Contractor shall submit to City a monthly invoice for the services, authorized expenses and authorized extra work actually performed or incurred in the previous month.

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

c. City will pay Contractor the amount invoiced within thirty (30) days Contractor's monthly invoice.

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

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

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

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

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

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

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

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

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

12. Reserved.

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

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

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

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

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

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

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

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

17. Indemnity.

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

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

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

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

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

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

18. Insurance.

a. Contractor shall carry workers’ compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it

is an independent contractor and not entitled to any workers' compensation benefits under any City program.

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

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

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

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

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of Two Million Dollars (\$2,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

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

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

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

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

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

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

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

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not

change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

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

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

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

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

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

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

“CONTRACTOR”

“CITY”

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

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

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

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

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

“CONTRACTOR”

FEHR & PEERS, a California corporation

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

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

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

***NOTE:**

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

√

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

SECTION III

SCOPE OF WORK

RFP NO. 24-25.24

SECTION III: SCOPE OF WORK

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

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

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

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

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

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

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

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

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

Deliverables

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

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

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

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

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

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

H. Work Plan

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

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

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

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

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

Design Plans

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

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

Transportation Analysis

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

Traffic Signal Corridor Coordination Studies

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

Simulation Modeling

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

Traffic Counts

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

Statewide Planning Efforts

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

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

Research and Outreach

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

Neighborhood Traffic Calming

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

Review for Private Developments

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

Safety

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

Fehr & Peers

(July 2025 through June 2026)
Hourly Billing Rates

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

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

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

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

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 GENERAL TECHNOLOGIES AND SOLUTIONS (GTS) INC., a California corporation (“Contractor”), who agree as follows:

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

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

2. Compensation and Fees.

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

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

3. Payment.

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

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

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

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

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

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

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

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

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

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

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

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

12. Reserved.

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

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

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

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms

of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

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

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

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

17. Indemnity.

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

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

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

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

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

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

18. Insurance.

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

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

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

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

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

insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

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

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

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

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

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

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

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

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

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

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

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

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

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

“CONTRACTOR”

“CITY”

General Technologies and Solutions (GTS) Inc.
11900 W Olympic Boulevard
Los Angeles, CA 90064
Attn.: Rawad Hani

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

Telephone: (213) 532-8221
E-Mail: rawad.hani@gentecsol.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

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

“CONTRACTOR”

GENERAL TECHNOLOGIES
AND SOLUTIONS (GTS) INC.,
a California corporation

*By: Rawad Hani
Printed Name: Rawad Hani
Title: Owner

“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

√

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.

H. Work Plan

The following sections describe typical task orders carried out as part of on-call contracts illustrating our work plan.

1. Plans, Specifications, and Estimates

GTS will prepare plans, specifications, and estimates (PS&E) to accommodate the construction requirements for traffic signals, signing and striping, traffic control plans, and other ITS design tasks.

We typically anticipate producing plans for the following:

- Street Improvement Plans – To accommodate ADA compliant curb ramps and raised median noses.
- Signing and Striping Design
- Traffic Signal Plan – To propose agreed upon traffic signal improvements and operations based on the developed recommendations.

The GTS team believes a detailed field review and as-built plan verification will provide a good base plan for a high-quality design plan and will result in higher efficiencies (less time and costs). Prior to preparing a base plan for the street improvement and traffic engineering design, GTS will obtain copies of available as-built drawings and other available database/information pertaining to the project from the City and other agencies if needed. The field review will include identifying design constraints, verifying as-built information, and observing general site conditions. We will document our findings with photos taken as part of our field review. We will review the preliminary utility information and prepare and send notifications to all utility companies known to operate within the project area. Underground and overhead utilities will be identified, and potential conflicts will be noted and resolved during final design.

Typical tasks could include:

1.1 Topographic Land Survey: The design survey will be developed at 1"=20' scale and will include the following items:

- Sufficient spot elevations and breaklines to accurately develop contours at a 1.0' interval.
- Curbs, right-of-way (and jurisdiction boundary line), flowlines, and gutters.
- Paving types.
- Roadway crown elevations and striping.

- Above ground evidence of utilities.

1.2 Street Improvement Plan: GTS will modify the existing curb ramps to comply with ADA guidelines at the intersection. GTS will utilize the topographic land survey to produce the street improvement plan. The street improvements will be limited to ADA curb ramp reconstruction. GTS will perform a detailed ADA evaluation. We will design all proposed curb ramps per the standards agreed upon with the City. The plans will clearly show limits of construction and curb ramp grades and details. The curb ramp details will be prepared at 1"=10' scale.

1.3 Signing and Striping Design: GTS will incorporate any striping and signage modifications at the project intersection on the corresponding traffic signal plan if it is part of a signal design project, or will produce separate signing and striping plans.

Striping and signage services will include items like improving existing bike lane signages, reinstalling faded striping, or other striping or signage that may be required.

1.4 Traffic Signal Plan: Utilizing the traffic signal as-built plans, survey, and field investigation data, GTS will prepare a traffic signal base plan at the intersection. The base plan is the backbone to accurately design proposed improvements. At this stage of the process, a thorough review is performed on the base plan to ensure accuracy prior to design. The base plan will include centerline, right-of-way, relevant existing street improvements, and existing traffic controls. We will prepare the base plan in accordance with City's format and standards. If the intersection has shared jurisdiction with other cities we will also work with their standards.

GTS has extensive experience in traffic signal design and will utilize that knowledge to identify potential conflicts before the project goes into construction. For example, proposed signal poles will be strategically placed in the optimum location for driver/pedestrian visibility and will adhere to ADA guidelines. We will also evaluate any current deficiencies or sub-standard equipment that should be upgraded to meet current City agreed-upon standards.

We will provide a detailed traffic signal plan per City agreed-upon format, standards, and specifications. The plan will propose approved signal phases, clearly identifying all existing, proposed, and removed traffic signal equipment to correspond with the overall design intent and shown existing and proposed improvements. The traffic signal plan will be 1"=20' scale unless directed otherwise.

1.5 Utility Verification and Coordination: GTS will request a contact list from the City of utility companies with facilities at the project intersection. We will request utility maps and compile underground and above ground utilities in a separate digital file. This file will be referenced into all relevant design plans and clearly labeled to identify utility type, size, and owner. This will allow us to identify any potential impacts and modify the design as necessary.

We will also send a notification to all utility companies within the project limits at the 70% and/or final design stage for their review to determine if there are any possible conflicts with the proposed improvements. GTS will work closely with the utility companies and other City departments to resolve conflicts prior to final design. A communication log will be preserved throughout the project and provided to the City upon request. GTS will provide coordination with electric utility companies if the design includes modification to the service pedestal and/or point of connection (POC).

1.6 Specifications and Cost Estimates: GTS will prepare the technical specifications using the City's boilerplate template or Caltrans required template and required format. We will use the City-required standards and specifications.

1.7 Pre-Construction Support: GTS will provide pre-construction support services for this project after plans have been approved by the City and other agency. We will attend pre-bid meeting and answer the questions during the construction bidding process regarding the design and specifications. If there are omissions or conflicts in the design prior to the award to contractor, GTS will provide a plan revision.

1.8 Construction Support: GTS will provide construction support services for this project during construction. These services include but are not limited to attending a pre-construction meeting, responding to questions during the construction, reviewing contractor submittals within 72 hours, responding to contractor's requests for information (RFIs) or Change Request (CR), revising design plans per CR, maintaining a log of all changes to approved plan set, reviewing and making recommendations to Contract Change Order (CCO), and providing progress reports.

1.9 As-Built Plan Preparation: After the completion of project construction, we will request the redline markings prepared by the project inspectors and/or contractors on the signed design plans for preparation of as-built plans. The as-built plans will be signed and submitted to the City for the completion of the project.

Sample Recent Relevant Projects:

- City of Carson: Provided HSIP-funded PS&E signal

design services at Figueroa St and Victoria St; also provided PS&E services for the Dominguez Channel Bike Path Design working with the City and County

- City of Santa Monica: Provided ATP-funded PS&E signal design, signing and striping, and street lighting designs as well as traffic analysis per Caltrans and City guidelines
- Orange County Fire Authority: Traffic signals in Mission Viejo and Anaheim

2. Review/Prepare Traffic Signal Timing/Coordination Plans

GTS will provide signal timing plan support to the City to address the changing traffic conditions. Our tasks typically include the following:

2.1 Field Observations and Data Review: We will review the provided signal timing parameters (yellow/red timing, lead/lag timing, offsets, pedestrian timing, etc.) for potential inconsistencies between timing sheets or other anomalies. We will also coordinate with the City to open the traffic controller cabinets and verify existing controllers. We will also observe traffic flow patterns and signal operations during each peak period along the corridor. Elements such as uneven lane distributions, queue spillbacks, cut through traffic movements, heavy truck or bus percentages, congestion associated with school activity, and friction factors affecting vehicle speed or intersection throughput will be noted. Crosswalk lengths will be measured using aerial imagery to determine appropriate pedestrian timing.

2.2 Traffic Data Collection: A 24-hour count will be used to understand demand variability by time and determine intersection and corridor peak hours. GTS will collect turning movement counts with vehicle classification at the project intersections. All turning movement counts will be classified to distinguish vehicle classification, pedestrians, and bicycles. Before travel time data may be collected if the City desires.

2.3 Modeling: Using the collected traffic counts and existing signal timing plans available to the City, GTS will develop Synchro and SimTraffic models to understand existing condition operations at each of the project intersections. An accurate understanding of operational deficiencies is crucial to develop improvements at the conceptual level. Based on the results of our field visits and safety and Synchro/SimTraffic analysis, GTS will develop a set of improvements to be tested in the Synchro model for future consideration. The following are few examples

of such improvements:

- Lead/lag phasing order based on platoon arrivals, turning movement volumes, and synch phase assignments.
- Phase splits that provide sufficient time to meet pedestrian minimums and minimize the frequency of underserving queues, except where strategically beneficial.
- Offsets that prioritize the primary direction of travel to the extent that flow directionality exists within each period of implementation.
- Re-striping or modification to intersection approach to change the lane configuration. For example, provision of a dedicated turn lane or changing a dedicated turn lane to shared movement.

Each set of proposed improvements will be vetted for feasibility and tested in Synchro to determine effectiveness in improving traffic operation. We will work with the City to select a preferred set of improvements, which will be included in the final optimized Synchro model.

2.4 Signal Timing Sheets: GTS will develop a spreadsheet of proposed signal timing parameters such as yellow times, all-red times, walk times, flashing don't walk times, minimum greens, lead/lag phasing, and sync phases for each study intersection. Additional timing parameters such as minimum bicycle timings, yellow timing for left turn, and through movements will be calculated per the CA-MUTCD. Finally, based on coordination factors, field observations, scenario testing with Synchro, and our signal timing experience, we will propose signal timing groups and cycle lengths for each of the synchronization periods.

2.5 Optimized Synchro Model & Implementation Support: Based on the findings of the above tasks, GTS will develop Synchro models inclusive of the preferred set of improvements with optimized signal timings for each of synchronization period. A table will be prepared to compare measures of effectiveness (MOEs) between the existing conditions and the proposed Synchro models. MOEs are anticipated to include LOS, total travel time, total delay, fuel consumption, and stops.

Sample Recent Relevant Projects:

- City of Rancho Palos Verdes Traffic On-Call: Carried out the Hawthorne and Via Rivera intersection, Crenshaw signals coordination, and Hawthorne and Eddinghill left turn phase analysis
- City of Glendora: Carried out the traffic signal coordination and timing for Route 66 within city

limits

3. Review/Prepare Traffic Control Plans

GTS often assists with maintenance of traffic requirements for CIP projects from resurfacing projects to projects involving signal designs, signing and striping, and bicycle facilities design.

We will work with the City to efficiently prepare or review and approve plans and maintain schedules. We provide high quality through the plan check cycle, from planning and design to construction completion. Typical projects include:

- New traffic signals or traffic signal modifications.
- Power source and cabinet placement.
- Required street lighting and integration with traffic control.
- Conformance with ADA requirements.
- Street improvement, rehabilitation, and widening plans.

Sample Recent Relevant Projects:

- City of Hermosa Beach Traffic On-Call: Conducted review (within one to two days) of outdoor dining designs for about 17 parklets
- City of Santa Monica 20th Street: Carried out traffic control plans (following Caltrans standards) and invitations to the meetings

4. Prepare Grant Applications

We will assist the City with identifying and applying for funding to realize the various CIP projects. GTS has assisted various cities with grant applications and grant management. We recently carried out 3 grant applications for the HSIP program for the cities of Buena Park and La Habra Heights to help upgrade signal hardware, construct new signals, and upgrade guardrail. We understand not only the grant writing process, but equally important the scoring rubric that is essential to ensure successful grant applications.

Our team has previously supported the City of Commerce on successfully obtaining HSIP and ATP grants.

As part of our project delivery, we also support cities with grant management and dealing with the funding agency requirements such as E-76 and others.

Sample Recent Relevant Projects:

- City of La Habra Heights: Prepared HSIP applications for guardrail upgrades and new traffic signal
- City of Buena Park: Prepared HSIP application for

signal modifications

- Prepared LRSP applications for various cities (South Pasadena, Hidden Hills, Buena Park, etc.)

5. Attend Meetings and Prepare Presentation Materials

GTS often plans and attends council, commission, and community meetings to solicit input and feedback on projects. The scope of our services ranges from one-on-one briefings to community at-large gatherings. These meetings can take place at various milestones during the life of the project. Meeting topics range from presenting initial findings to soliciting feedback from the community or council/commission.

GTS is prepared to assist with leading the meetings, note taking, and support services which will include coordination of meeting times and locations, handouts, sign-in sheets, organization of facility details (venue assumed to be provided by the City), and meeting set-ups. We will also work with the City to provide the notices and invitations to the meetings.

Sample Recent Relevant Projects:

- City of La Habra Heights: Presented to the Council and Road Commission on the project progress
- City of Torrance Downtown Revitalization: Participated in community outreach presenting on circulation and parking elements

Quality Assurance & Control Brief

GTS ensures project deliverables are free of errors, easy to understand, and executed in line with client expectations. Our established quality control process builds on our experience to offer precision in delivery of our work. Our quality assurance/quality control plan begins before the task order is assigned, during scoping discussions. At this time, our project manager will work with the City of Santa Clarita to define the project tasks, establish roles and responsibilities for project team members, identify communication protocols, and identify success criteria for the project.



Subsequently, we develop a draft definition of required project tasks, deliverables, budget, and schedule. Risk management, change management strategies, and project communication plans are incorporated into this planning process. Once these tasks have been reviewed, modified, and adopted by the project team, GTS will proceed with the project as planned, providing continuous support and regular communication with the City.

For design work, our design plans will be field verified and reviewed by senior staff members during the design.

Effective and Timely Communication

Whereby we expect on-going interaction with City staff during each task order where progress can be monitored. This could include weekly touchpoints to discuss the project and ensure all parties are up to date on project progress. We anticipate that informal check-in meetings will occur regularly.

I. Related Experience and References

On-Call Traffic Engineering and Transportation Planning

Orange County Transportation Authority On-Call

GTS supports OCTA on a variety of tasks related to State and Federal-aid projects, including the review of projects for grant funding eligibility under various State and Federal Programs. This has included the review of applications for the 2024 Enhanced Mobility for Seniors and Individuals with Disabilities Program (EMSD), analyzing proposed activities for compatibility with eligible activities and program priorities for this program through which funding is distributed by OCTA; and reviewing transportation projects for eligibility for Federal funds through the Congestion Mitigation and Air Quality (CMAQ) program, among others. In addition to grant program support, GTS has also assisted OCTA with design review, contracting, and construction estimate reviews.

City of Glendora Transportation Planning and Traffic Engineering On-Call

GTS contracted with the City of Glendora to develop a citywide Local Road Safety Plan (LRSP). The purpose of the LRSP is to identify a prioritized set of evidence-based safety countermeasures that can be implemented on local roads to prevent traffic injuries and deaths. In addition, the LRSP is required for

K. Fee Schedule

NAME: **General Technologies and Solutions (GTS)**

RATES EFFECTIVE BEGINNING: **July 1, 2025**

ENDING: **June 30, 2026**

LABOR RATES	
Labor Category/Grade	Hourly Fully-Loaded Rate
Engineer / Planner / Analyst (L1)	\$115.00 - \$145.00
Engineer / Planner / Analyst (L2)	\$125.00 - \$165.00
Engineer / Planner / Analyst (L3)	\$145.00 - \$185.00
Engineer / Planner / Analyst (L4)	\$165.00 - \$200.00
Engineer / Planner / Analyst (L5)	\$175.00 - \$225.00
Engineer / Planner / Analyst (L6)	\$195.00 - \$235.00
Principal L7	\$235.00 - \$330.00
Intern (L1)	\$90.00 - \$125.00
Project Admin / CAD / Graphics (L2)	\$115.00 - \$145.00
Project Admin / CAD / Graphics (L4)	\$145.00 - \$210.00

Yearly escalations are limited to the highest of consumer price index (CPI) or 5%.

Mileage and Printing are charged per the maximum allowable IRS rate.

Other expenses (surveys, etc.) will be charged at cost plus 10%.

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 H.W. LOCHNER, INC., a Wisconsin corporation (“Contractor”), who agree as follows:

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

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

2. Compensation and Fees.

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

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

3. Payment.

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

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

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

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

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

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

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

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

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

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

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

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

12. Reserved.

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

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction. City agrees that use of Contractor's work product(s) whether completed or not for purposes other than identified and specified in this Agreement, is at City's sole and own risk.

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

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

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

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

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

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

17. Indemnity.

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

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

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City.

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

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

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

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

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

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

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

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

“CONTRACTOR”

“CITY”

H.W. Lochner, Inc.
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
Attn.: Giuseppe Canzonieri, Principal

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

Telephone: 323-859-3155
E-Mail: gcanzonieri@hwlochner.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

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

“CONTRACTOR”

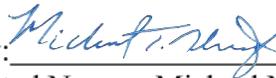
“CITY”

H.W. LOCHNER, INC., a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Giuseppe Canzonieri
Title: Principal–Southern California Design Lead

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Michael Nilsson
Title: Principal–Southern California Planning Lead

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.

√

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.

H. WORK PLAN

The Proposer shall indicate an understanding of the scope of services requested in this RFP. The work plan should address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

SCOPE OF WORK UNDERSTANDING

The City of Orange is seeking qualified traffic engineering services to support its ongoing and anticipated transportation infrastructure needs. H.W. Lochner, Inc. (Lochner) is pleased to offer our comprehensive capabilities in traffic engineering, transportation planning, ITS design, and construction management to meet and exceed the City's expectations.

Lochner has proudly supported the City through our existing On-Call Traffic Engineering Consulting Services contract, previously held under KOA Corporation. Through this contract, we have delivered timely and effective solutions across a broad range of assignments, including:

- Preparation of signing and striping plans and field inventory/inspection services
- Traffic signal modification plans for new and existing installations
- Street lighting plans for relocation or new installation
- Traffic management (control) plans
- Plan checks for traffic signal design/modification, signing and striping, and traffic control
- Signal timing and coordination studies, including phasing and geometry recommendations
- PS&E development for traffic control, signal, striping, and lighting projects

EXPANDING OUR SERVICES TO MEET THE CITY'S EVOLVING NEEDS

As outlined in the City's latest On-Call Traffic Engineering Services request, Lochner fully understands the range and technical nature of the required services. Our team is prepared to provide the following specialized capabilities:

- **Traffic Signal Design**
Development of new signal plans and modification of existing systems in accordance with MUTCD, Caltrans, and City standards, including phasing diagrams, wiring, controller configurations, and signal interconnect
- **Traffic Studies for Capital Improvement Projects**
Preparation of traffic impact analyses, corridor evaluations, and operational studies to support planning, design, and implementation of City-led infrastructure improvements
- **Traffic Study Reviews for Private Development**

Peer review and technical evaluation of traffic impact studies, parking demand and traffic analyses, and site access/circulation assessments submitted by developers to ensure consistency with City policies and traffic engineering best practices

- **Plan Check Services for Capital and Development Projects**
Detailed review and quality assurance of engineering plans, including signal, striping, signage, lighting, and traffic control plans, ensuring compliance with applicable design standards and constructability
- **Technical Support for Grant Applications**
Assistance in preparing competitive grant applications, including benefit-cost analyses, conceptual designs, and traffic justifications to support funding for transportation projects
- **Grant Funding Oversight**
Preparation and post-award support including compliance monitoring, documentation, reporting, presentation, and coordination with funding agencies to ensure the successful implementation and tracking of grant-funded initiatives
- **Intelligent Transportation Systems (ITS) Design**
Design and integration of ITS components such as communication systems, detection technologies, closed-circuit television (CCTV), and adaptive signal control to enhance traffic operations
- **Traffic Signal Timing and Coordination Studies**
Development and optimization of signal timing plans and coordinated corridors to improve traffic flow, reduce delays, and enhance safety for all users
- **Construction Management and Engineering Support**
Oversight of construction activities related to traffic infrastructure, including schedule coordination, field inspections, compliance verification, and resolution of design issues during construction
- **Traffic Signal and Street Lighting Construction Inspection**
On-site inspection services to verify installation accuracy, materials compliance, and adherence to approved plans and specifications for signal and lighting systems.
- **Traffic Counts and Data Collection**
Deployment of manual and automated traffic counting technologies, including turning movement counts, speed studies, and pedestrian/bicycle counts for use in planning and analysis. Lochner can hire most qualified subconsultants to provide the services as required.
- **Special Studies, Civil Design, and On-Site Support Services**
Customized services based on City request, which may include neighborhood traffic calming evaluations, warrant analyses, temporary staffing, and minor civil design support

WORK PLAN & METHODOLOGY

At Lochner, we provide integrated transportation solutions that span the full project life cycle—from early planning and funding strategy through design, implementation, and construction oversight. Our team brings together planners, engineers, and construction professionals who are deeply experienced in delivering practical, cost-effective, and community-focused infrastructure improvements.

With a strong track record across Southern California, Lochner supports public agencies with services that include transportation planning and analysis, ITS design, grant application and funding management, and construction management and inspection. Our work is grounded in technical rigor, field-based insight, and responsive collaboration with agency staff and stakeholders.

Lochner’s approach emphasizes clarity, quality, and accountability—ensuring that every project is delivered with precision, transparency, and long-term value.

TRANSPORTATION PLANNING

PROJECT-LEVEL TRANSPORTATION ANALYSIS

Lochner’s traffic engineering team is well-versed in the full range of transportation review processes required to support both development and public infrastructure projects. We recognize that transportation-related elements such as site access, circulation, and multimodal impacts can influence broader mitigation measures and directly affect the surrounding roadway network.

Our engineers conduct detailed field reconnaissance and safety evaluations, providing an independent, data-driven assessment with clear and actionable recommendations. We examine current and future conditions, both on-site and off-site, including vehicle, pedestrian, and bicycle movements. Areas of analysis include, but are not limited to:

- Traffic volumes and patterns
- Collision history and crash trends
- Stopping sight distance and sight line visibility
- Roadway geometry and network layout
- Trip generation, distribution, and assignment
- Operational conditions and Level of Service (LOS)
- Signal design, warrant analyses, and phasing
- Access and egress locations, internal site circulation
- Pedestrian and bicycle infrastructure
 - Safety considerations and mitigation needs

All findings are summarized in a clear technical memorandum or report and, when needed, presented in public forums or stakeholder meetings. Lochner has developed refined methodologies and tools to

streamline these evaluations, enabling us to deliver quality analysis within accelerated schedules.

TRAFFIC SIMULATION

Lochner has extensive experience conducting microsimulation of corridors and roadway networks using industry-standard tools such as Synchro/SimTraffic and VISSIM. Our team utilizes these platforms to evaluate future operational performance, develop signal timing optimization strategies, and simulate multi-modal interactions. We are also available to assist City staff in training or troubleshooting simulations using these or other modeling platforms, as needed.

ACCESS STUDIES

Lochner regularly conducts access evaluations as part of traffic impact studies and corridor planning efforts. These studies assess operational safety, access point configuration, and circulation efficiency in high-demand corridors. Our scope typically includes:

- Corridor crash history review
- Identification of access-related conflict points or non-compliant driveways
- Analysis of high-volume access points and crash hot spots
- Intersection and arterial LOS assessments
- Evaluation of traffic signal operations and timing plans

Based on these reviews, we identify operational deficiencies and provide design or policy-level recommendations to improve corridor performance.

REVIEW OF TECHNICAL STUDIES

Lochner provides peer reviews of transportation-related technical studies submitted by developers or consultants, ensuring that all documentation meets current standards and that assumptions and methodologies are technically sound. Our peer review process includes:

1. **Initial Documentation Review**
Upon receipt of submitted materials, we evaluate whether all required documents are complete. Missing elements are flagged immediately to avoid wasted effort and cost.
2. **Technical Evaluation**
We review the methodology, data, and conclusions, applying the latest standards from the Institute of Transportation Engineers (ITE) and AASHTO.
3. **Coordination & Communication**
We provide detailed written comments to City staff and, if requested, meet with the developer’s engineer to resolve comments and review revisions.
4. **Site Visit**
A site walk is conducted early in the process to validate field conditions and inform our findings.

Deliverables typically include a formal letter summarizing our observations, concerns, and recommended revisions. We work closely with City staff to ensure reviews are completed in a timely and comprehensive manner.

RESEARCH AND PUBLIC OUTREACH

Lochner regularly supports research and outreach efforts as part of our transportation planning assignments. Our team prepares professional presentation materials including maps, summary reports, fliers, and presentation boards for public meetings, stakeholder engagement, and decision-maker briefings. We also assist City staff in preparing final reports and presentations, ensuring clear communication of technical findings to a variety of audiences.

INTELLIGENT TRANSPORTATION SYSTEM (ITS) DESIGN

Lochner has successfully completed numerous ITS master plans and traffic signal system upgrades across Southern California, including work for the cities of Azusa, Diamond Bar, South Pasadena, Beverly Hills, and San Bernardino. Our work has included inventories of over 700 signalized intersections and 30 miles of communications systems since 2016. These experiences give us a strong foundation to help the City implement future ITS deployment projects successfully.

ITS/COMMUNICATION/SIGNAL SYSTEM INVENTORY & MASTER PLANS

We begin with a detailed system inventory and needs assessment, collecting data on:

- Traffic management center (TMC) components
- Signal controller cabinets and firmware
- Field detection and communication devices
- Signal timing parameters
- Conduit, interconnect, and communication pathways

Field observations are documented with photographs, GIS mapping, Excel logs, and annotated layout figures. We coordinate with City staff to access cabinets, review as-builts, and confirm existing infrastructure. Based on these findings, we develop a comprehensive assessment with recommendations for system upgrades. These may include controller replacement, Ethernet switch upgrades, fiber optic extensions, or ITS device installations. We also prepare:

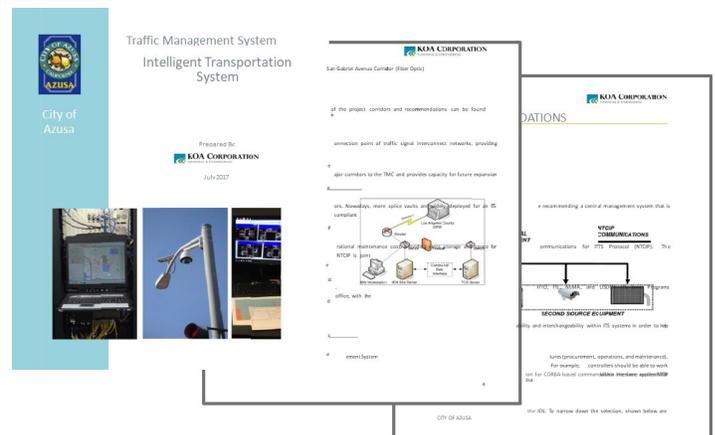
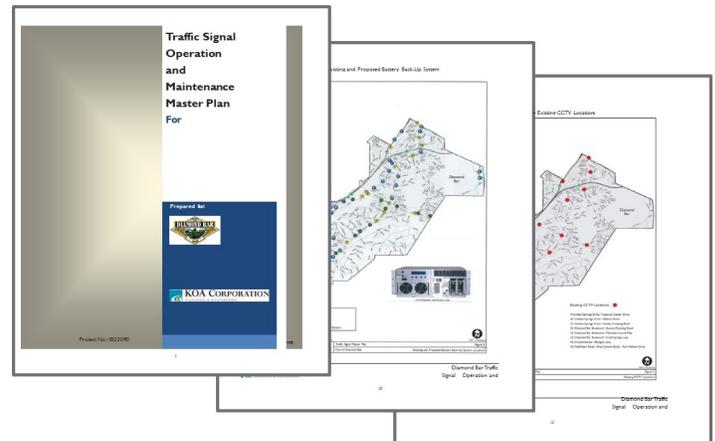
- CIP recommendations and prioritization
- Implementation phasing strategies
- Cost estimates and grant programming support (e.g., OCTA, CMAQ)

TRAFFIC SIGNAL INTERCONNECT PLANS

Lochner will prepare detailed signal interconnect plans that meet City formatting requirements and include:

- Conduit and cable routing
- Splice locations and pull box placement
- Communication devices and power supply integration
- Notes, legend, and schedules per City standards
- TMC rack layout and network diagrams
- CCTV placement and connection details

We typically submit plans at 80%, 100%, and final design milestones, with three (3) sets of drawings provided for each phase. All revisions from City review will be addressed prior to final submittal. Electronic files of all drawings and supporting documents will be delivered in accordance with City requirements.



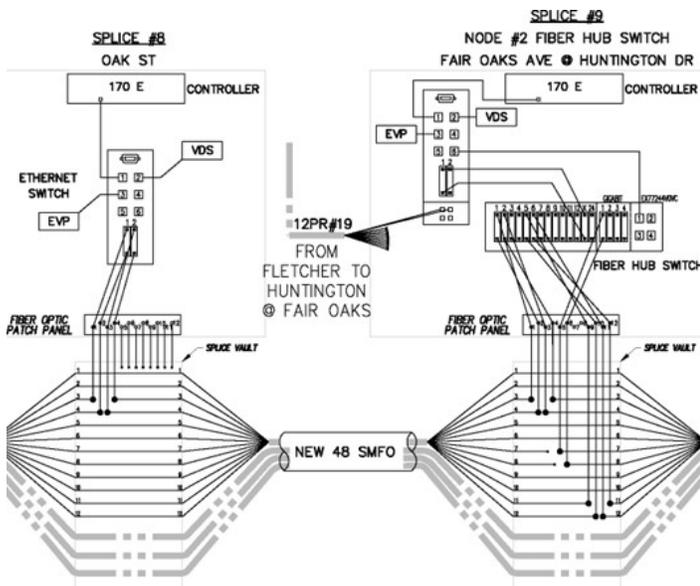
FIBER OPTIC COMMUNICATION PLANS

Lochner will prepare detailed fiber optic communication plans to support the installation of conduit and fiber optic cable along the identified project segments. Plans will be developed at a 1"=40' scale and will clearly show:

- Existing curb lines, right-of-way, and centerlines
- Known utility infrastructure based on record drawings
- Proposed conduit and fiber optic cable routing
- Pull box locations
- Traffic signal controller placement
- Fiber optic splicing and termination details
- IP address tables and connection schematics

If required, Lochner will coordinate with the City to conduct potholing at key locations to determine the precise location and depth of existing utility lines. This helps inform the most feasible and cost-effective routing of the new interconnect system.

Plans will also include trenching details (if applicable), splicing and termination configurations within vaults and traffic signal cabinets, and communication diagrams showing how the fiber optic system connects to field ITS devices such as signal controllers, video detection systems, and wireless radios. A detailed fiber optic diagram will depict how individual fibers in the bundle will be allocated and connected across the system, with routing back to the City's TMC.



WIRELESS INTERCONNECT COMMUNICATION PLANS

As needed, Lochner will prepare supplemental wireless communication plans to accompany the PS&E traffic signal or communication plans. These plans will reflect the City's requirements for wireless Ethernet radios and include:

- Communication diagrams showing wireless radios and their network connections
- Routing between ITS field devices and the City's TMC
- Integration details for video detection, controllers, and other wireless-enabled infrastructure

Plans will include typical construction and layout details to ensure full compatibility with the City's wireless standards and communication protocols.

COST ESTIMATES AND TECHNICAL SPECIFICATIONS

Lochner will prepare detailed cost estimates and technical specifications in conjunction with implementation plan submittals at the 90%, 100%, and final design stages. Estimates will be informed by:

- Recent project bid results
- City and Caltrans cost data
- Vendor and distributor budget pricing
- Historical unit costs from comparable projects

Technical specifications will be based on the City's boilerplate templates and may incorporate Caltrans Standard Plans and Specifications or other applicable City-required documents. If requested, Lochner will provide a detailed quantity takeoff as part of the final engineer's estimate.

GRANT APPLICATIONS AND MANAGEMENT

GRANT MANAGEMENT SUPPORT

Lochner has been providing comprehensive grant management services since 2010, helping cities navigate the complexities of state and federal funding programs. Our team supports clients in securing, tracking, and administering funds for both design and construction phases of transportation projects.

We are currently developing an internal grant tracking and management tool to further streamline the process of coordinating with Caltrans Local Assistance and managing project compliance requirements. Our grant support services include:

- Development of project milestone schedules
- Completion of time extension requests
- Assistance with environmental clearance and documentation
- Preparation of right-of-way certifications
- Completion and submittal of the E-76 funding authorization package
- Support in preparing the award package and contractor concurrence
- Invoicing coordination and tracking of project expenditures
- Completion of Caltrans semi-annual reports and other compliance forms

Lochner's successful grant management experience spans multiple agencies and funding programs, including SS4A, CMAQ, ATP, HSIP, SSARP, and BCIP. Sample projects we've supported include:

- **Port of Long Beach** – Pier J Segment 1 (CMAQ & ATP), Pier J Segment 2 (ATP), Ocean Blvd Improvements (CMAQ & ATP)
- **City of Long Beach** – 3rd Street and Broadway Corridor (ATP), Delta Ave Bike Blvd (ATP)
- **City of Menifee** – Signal Interconnect (East & West, HSIP & E-76), SSARP & Citywide ADA/Pedestrian Improvements
- **City of Garden Grove** – Bicycle Corridor Improvements (CMAQ/BCIP), Bicycle Planning Program (ATP Cycle 2)
- **City of Yorba Linda** – Citywide Pedestrian Signal Upgrades (HSIP & E-76)

GRANT APPLICATIONS

Lochner's staff is highly experienced in the development and preparation of a wide variety of funding programs. Over the past decade, our planners and engineers have developed over 80 successful grant applications for agencies across Southern California, securing \$275 million as a result of these efforts.

EXPERTISE IN GRANT APPLICATION PREPARATION

Lochner's grant writing professionals leverage in-house templates, GIS datasets, and long-standing inter-agency relationships to develop complete and persuasive applications. Our team uses proprietary tools to process and analyze SWITRS collision data, collect and validate survey data, annotate geospatial datasets, and forecast active transportation mode share. These tools significantly reduce processing time and enhance accuracy, enabling us to meet tight deadlines while delivering high-quality outputs.

LOCAL KNOWLEDGE AND SPECIALIZED EXPERIENCE IN ATP & SRTS PLANNING

Lochner has developed a strong reputation in active transportation and Safe Routes to School (SRTS) planning, with particular emphasis on projects serving disadvantaged and low-income school-adjacent communities. We have delivered 12 comprehensive active transportation and SRTS planning efforts for jurisdictions such as Apple Valley, Barstow, Burbank, Colton, Garden Grove, Indio, Los Angeles (LADOT), Santa Clarita, Vista, San Bernardino County, and the Morongo Basin in partnership with SCAG. In just the past two years, Lochner has prepared or is actively developing SRTS plans for 209 public schools across Southern California. This depth of experience provides us with a well-rounded and practical understanding of the

planning, engagement, and technical elements required to deliver successful and competitive ATP applications.

PROFICIENCY IN TRANSPORTATION ENGINEERING

Lochner's in-house transportation engineers ensure that every proposed facility included in a grant application is fully compliant with state and federal design standards and can be justified within the application scoring criteria. Our engineers serve as integral advisors throughout the planning and grant writing process, enhancing the technical robustness and constructability of each proposed improvement.

CIVIL ENGINEERING DESIGN SERVICES

Lochner's in-house civil engineering group enhances the City's capacity to deliver fully integrated improvements. We provide practical, constructible solutions rooted in field experience and local standards. Our capabilities include:

- Roadway and intersection design, including grading and drainage
- Curb ramp upgrades to meet ADA compliance
- Utility coordination and underground utility design
- Pavement design, reconstruction, and resurfacing plans
- Hydrology/hydraulics assessments and stormwater infrastructure design
- Erosion control and SWPPP preparation

We coordinate closely with other disciplines—such as traffic and lighting design—to ensure consistency, accuracy, and cost-effective solutions across all project elements.

TRAFFIC ENGINEERING

Lochner offers specialized traffic engineering services with a strong emphasis on signing and striping design. Our team prepares clear, precise plans for pavement markings, lane configurations, and sign placement. We integrate safety, visibility, and long-term maintainability into every design. Whether for roadway resurfacing, new alignments, or traffic calming projects, our signing and striping plans are tailored to support multimodal travel and to enhance operational performance for both urban and rural transportation networks.

SPECIAL STUDIES AND ON-CALL SUPPORT

Lochner offers specialized services that address complex, context-sensitive transportation issues as they arise. These studies are tailored to the City's unique needs and can be initiated on an as-needed basis:

- Neighborhood traffic calming studies and multi-modal safety assessments
- Warrant analyses for stop signs, signals, and pedestrian crossings

- Safety studies and reviews
- Parking utilization studies and curb management strategies
- School and private development circulation and safety evaluations
- Staff augmentation and on-site engineering support for short-term or long-term assignments

OUTSTANDING CONSTRUCTION MANAGEMENT AND INSPECTION

Lochner offers a full-service Construction Management and Inspection division, staffed by seasoned professionals who focus exclusively on delivering high-quality oversight for public works construction projects. With over 80 years of experience, we have developed proven procedures to effectively manage construction contracts and contractor performance across a wide variety of disciplines.

A core aspect of our management strategy is schedule control, which we treat as a primary tool to manage both project progress and budget. Lochner has a strong track record of delivering projects on time and within budget, with minimal disruption to City operations and the surrounding community.

EXPERIENCED LEADERSHIP

Our construction management services are led by experienced professionals such as Martin Arshid, PE, who has managed public agency contracts for over 25 years. The majority of our proposed staff have been with Lochner for a significant length of time and are ready to support the City as project needs arise.

CONSTRUCTION MANAGEMENT & INSPECTION SCOPE OF SERVICES

Our comprehensive Engineering & Inspection services include:

- Reviewing plans, specifications, submittals, and RFIs
- Evaluating proposed change orders and providing recommendations
- Reviewing shop drawings for compliance
- Photographing work before, during, and after construction
- Providing field inspection to ensure compliance with approved plans
- Preparing detailed daily inspection reports, documenting site conditions, quantities, staffing, and any incidents
- Performing or reviewing materials testing including soil compaction, asphalt, and concrete testing
- Coordinating inspections with utility providers and regulatory agencies
- Ensuring compliance with NPDES permits and other local, state, and federal environmental regulations
- Coordinating specialized inspections and testing as required

- Reporting any instances of non-compliance to City staff
- Supporting review of contractor progress payments, including quantity verification
- Creating as-built redlines for all field changes
- Conducting final inspections and project close-out, including punch list verification
- Providing full DBE, labor, and contract compliance support for federally funded projects

CONSTRUCTION MANAGEMENT

Lochner has successfully managed a broad spectrum of public infrastructure projects, ranging from roadways and highways to utilities, water systems, sewer and stormwater facilities, electrical and traffic signal systems, as well as rail and transit infrastructure. Our experience also extends to complex heavy civil and bridge structures, wharf and port facilities, and federally funded capital projects. Backed by decades of field-tested expertise, our construction managers have supported projects for Caltrans, municipal agencies, utilities, and private sector clients alike. We pride ourselves on delivering responsive, informed, and community-sensitive construction management services that keep stakeholders aligned, minimize disruptions, and ensure each project progresses smoothly from inception through completion.

CONSTRUCTION INSPECTION AND OBSERVATION

Lochner provides construction observation and inspection services for nearly every type of municipal and public works project. Our inspectors bring decades of field experience and are recognized for maintaining project momentum, proactively addressing contractor challenges, and ensuring all work complies with applicable standards and specifications. We have specialized expertise in federally funded infrastructure projects, transportation and utility construction, roadway improvements, signal and ITS system installations, port and rail facility enhancements, and environmental compliance oversight. Lochner's commitment to quality, clear communication, and accountability has made us a trusted partner for construction inspection services throughout California.

ORGANIZED FOR DELIVERY - OUR PROPOSED TASK AREAS

To efficiently deliver these expanded services, Lochner has structured our proposal into the following task categories:

1. Transportation Planning
2. ITS Design and Engineering
3. Grant Application and Management Support
4. Research and Outreach

5. Civil Engineering
6. Program and Construction Management

Each service category will be led by a dedicated task lead responsible for technical quality and delivery, under the overall direction of:

- Martin Arshid, PE – Project Manager & Principal
- Giuseppe Canzonieri, PE – QA/QC Manager & Principal
- Min Zhou, PE – Principal-in-Charge
- Walter Okitsu, PE – Senior Technical Advisor

These leaders are supported by our multidisciplinary team based in Lochner's Orange office, ensuring rapid response, seamless communication, and ongoing coordination with City staff throughout all phases of project delivery.

QUALITY CONTROL/QUALITY ASSURANCE (QA/QC)

A key factor in ensuring successful project delivery is clear accountability. At Lochner, the assigned Project Manager will serve as the primary point of responsibility to the City, ensuring that each task order is delivered in full alignment with the scope, budget, and schedule outlined in the proposal.

To uphold our commitment to quality, Lochner implements a robust internal Quality Assurance and Quality Control (QA/QC) program, led by Giuseppe Canzonieri, that supports all phases of project development. Our process is designed to catch potential issues early, ensure conformance with agency standards, and promote consistent, high-quality deliverables. Each submittal undergoes at least two tiers of internal review before it is released for agency submission:

- Tier 1 – Peer Review:
The initial review is conducted by an experienced engineer or planner not directly involved in the production. This ensures a fresh perspective and cross-discipline input.
- Tier 2 – Senior Review:
A second, independent review is performed by one or more senior-level staff member, each with over 15 years of experience in their respective fields. These reviewers confirm that the design meets the intended scope, complies with the applicable agency standards, and adheres to the required formatting and technical specifications.

Reviewers also verify that comments from previous iterations have been fully addressed and resolved in the updated plans or deliverables.

For infrastructure projects, Lochner conducts a constructability review at the 95% PS&E phase. This includes an on-site walk-through with project plans in-hand, to assess the design from a contractor's point

of view. This exercise allows us to proactively identify potential construction challenges, change order risks, and conflicts that could arise during implementation. Recommendations are then incorporated to minimize field issues and support smoother project delivery.

To enhance our QA/QC effectiveness, we utilize Bluebeam Revu for all design plan reviews. This cloud-based software enables simultaneous, paperless commenting, clear documentation of changes, and efficient response tracking, all of which help streamline the review and submittal process.

Our disciplined QA/QC process has earned Lochner a strong reputation among public agencies for delivering technically sound, constructible, and high-quality engineering plans. We take pride in our ability to meet the expectations of our clients and ensure a consistent standard of excellence in every project we undertake.

AVAILABILITY

Lochner has a proven track record of successful project delivery and is consistently recognized for the quality of our work and the efficiency of our processes. We are well-positioned to manage internal personnel changes and unrelated project commitments without compromising the quality or timeliness of services provided under this contract. Team member availability is detailed in the accompanying table (see the Staff Skills Matrix in the Appendices), and we are fully prepared to scale our staffing by adding qualified personnel as needed to address unanticipated workload increases or schedule accelerations.

Currently, 50 percent or more of our proposed team's time is available for this assignment. While several team members are in the process of completing other active projects, they are anticipated to have the necessary availability by the time any task orders begin. The team will have sufficient capacity and focus to carry out all tasks in the work plan efficiently and to the highest professional standards.

Lochner California					
2025 Hourly Billing Rates					
Job Framework Title	2025	2026	2027	2028	2029
Regional Manager/Principal II	\$360	\$378	\$397	\$417	\$438
Office Manager I/Principal I	\$330	\$347	\$364	\$382	\$401
Program Director I	\$330	\$347	\$364	\$382	\$401
Project Manager III	\$300	\$315	\$331	\$347	\$365
Project Manager II	\$260	\$273	\$287	\$301	\$316
Project Manager I	\$210	\$221	\$232	\$243	\$255
Engineer IV	\$300	\$315	\$331	\$347	\$365
Engineer III	\$260	\$273	\$287	\$301	\$316
Engineer II	\$210	\$221	\$232	\$243	\$255
Engineer I	\$185	\$194	\$204	\$214	\$225
Engineer Associate II	\$160	\$168	\$176	\$185	\$194
Engineer Associate I	\$140	\$147	\$154	\$162	\$170
Planner IV	\$200	\$210	\$221	\$232	\$243
Planner III	\$180	\$189	\$198	\$208	\$219
Planner II	\$160	\$168	\$176	\$185	\$194
Planner I	\$140	\$147	\$154	\$162	\$170
Designer III	\$200	\$210	\$221	\$232	\$243
Designer II	\$180	\$189	\$198	\$208	\$219
Designer I	\$160	\$168	\$176	\$185	\$194
Construction Engineer IV	\$250	\$263	\$276	\$289	\$304
Construction Engineer III	\$230	\$242	\$254	\$266	\$280
Construction Engineer II	\$210	\$221	\$232	\$243	\$255
Construction Engineer I	\$180	\$189	\$198	\$208	\$219
Inspector III	\$175	\$184	\$193	\$203	\$213
Inspector II	\$165	\$173	\$182	\$191	\$201
Project Services Coordinator III	\$145	\$152	\$160	\$168	\$176
Project Services Coordinator II	\$125	\$131	\$138	\$145	\$152
Project Services Coordinator I	\$105	\$110	\$116	\$122	\$128
Intern	\$100	\$105	\$110	\$116	\$122

General Provisions:

* Project reimbursable expenses are billed at cost.

* Project expenses include: Non-commuter automobile mileage (\$0.67 per mile) or current IRS rate, postage and special courier expenses, travel expenses, reproduction, subcontractor services and other direct project expenses as requested by the client.

* Telephone, equipment, and fax are included in the above hourly costs.

* Direct expenses including blacklining, commercial CAD plotting, sub-consultant expense, issuance of specially endorsed insurance certificate, and direct costs are billed at cost plus 5% unless stated otherwise in the proposal.

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 HARTZOG & CRABILL, INC., a California corporation (“Contractor”), who agree as follows:

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

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

2. Compensation and Fees.

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

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

3. Payment.

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

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

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

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

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

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

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

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

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

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

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

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

12. **Reserved.**

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

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

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

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

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

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

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

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

17. Indemnity.

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

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

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

“CONTRACTOR”

“CITY”

Hartzog & Crabill, Inc.
17821 East 17th St, Suite 245
Tustin, CA 92780
Attn.: Todd Hartzog

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

Telephone: 714-731-9455
E-Mail: todd@hartzog-crabill.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

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

“CONTRACTOR”

“CITY”

HARTZOG & CRABILL, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Gerald J. Stock
Title: Executive Vice President/Secretary

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Todd Hartzog
Title: Vice President/Treasurer

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.

√

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.

G: QUALIFICATIONS OF PROPOSER'S PERSONNEL (continued)

Mr. David Martorano – Senior Designer

Mr. David 'Dave' Martorano provides assistance to our team in the area of traffic engineering design, including signing & striping design, and traffic control plan preparation. Dave has been with HCI for over (30) years with overall experience in traffic engineering design. His responsibilities with HCI include project research and full AutoCAD design on all traffic-related projects, including traffic signal, interconnect, signing/striping, and traffic control plans.

Mr. Michael Powers - Traffic Signal Systems Specialist

Mr. Michael Powers brings over (30) years of traffic signal experience to the HCI team and will also be involved in requested traffic signal timing and related trouble-shooting & traffic signal observation tasks. Michael is also certified as an International Municipal Signal Association (IMSA) Level III Traffic Signal Technician. Prior to HCI, Michael worked for Siemens (Republic) as a Lead Technician for over (20) years.

Our above personnel are available and headquartered at our Tustin office. As mentioned, Scott is currently performing similar on-call Traffic Engineer and design/plan-checking services for the Cities of Lake Forest and Hermosa Beach; however, his availability to serve the City of Orange is still at 40%. Our other key staff are available to serve the City at minimum 20% and up to 50%.

Anticipated Sub-Consultant

In terms of possible City-requested traffic count data collection, HCI proposes to use National Data & Surveying (NDS) Services, headquartered in Monterey Park, CA to collect required vehicular traffic and pedestrian data as part of City-requested surveys, studies, and investigations. Founded in 1989, NDS was established to deliver accurate and professional solutions to their client's traffic, transit and GIS/GPS data collection needs. NDS has over (35) years of successful operations, and an outstanding team of (100) professional full time employees that have established them as the foremost, full service traffic and transit data collection company on the west coast. NDS is certified as a SBE by the State of California.

HCI has successfully partnered with NDS on numerous data collection projects over the last (27) years, realizing their competitive pricing for their efficient data collection. Projects that HCI has completed with NDS include data collection for numerous stop sign warrant analyses, traffic signal warrants analyses, left-turn phasing/delay warrant studies, citywide E&T speed limit surveys, citywide ADT flow maps, truck classification counts for TI calculations, counts for traffic signal timing development (free & coordinated timing), SYNCHRO Level-of-Service (LOS) operational/queuing analyses, crosswalk analyses, video surveillance, and parking studies. Upon request by the City of Orange, HCI will use NDS to conduct count data collection specific to the requested task(s).

H: WORK PLAN

OVERVIEW AND APPROACH TO CITY REQUESTED SERVICES:

HCI understands the purpose of developing a qualified list of consultants capable of performing this work is to have a ready contract and required insurance in place to streamline the process of contracting for traffic engineering and design work on various projects.

We understand that the City is interested in selecting consultants who have the traffic and civil engineering experience and expertise to provide as-needed traffic engineering services, including traffic signal design, signing & striping design, and related plan-check services, and review of traffic analyses.

In general, HCI understands that the City's on-call traffic engineering services may require development of construction documents for necessary roadway engineering plans, including traffic signal plans, signing and striping plans, and also may include related plan-check and traffic studies. These services are intended to be an on-call/as-needed basis to supplement staff's efforts where specific expertise is required or time constraints necessitate consultant assistance.

HCI provides these and other types of traffic engineering services, including traffic signal timing, warrant analyses, construction observation services, and other traffic-related tasks in a comprehensive and timely manner. HCI does possess the expertise, experience, and familiarity in successfully providing the requested traffic engineering design services, including working with various regional agencies such as the County of Orange and Caltrans District 12. We have provided responses on our typical on-call traffic engineering experience and capabilities below each type of possibly requested consultant service that may be assigned by the City.

If selected, our Senior Engineer, Mr. Scott Ma, PE, TE, and our Associate Engineer, Mr. Michael Vallado, will serve the City of Orange in providing design and/or recommendations and services requested on an on-call basis by the City's principal contact. This team will ensure that consistent communication between the City of Orange and HCI occurs regularly.

On-Call Traffic Engineering Design Services

Our staff assigned to serve the City of Orange have a thorough knowledge and proficiency in local agency municipal codes, current State (Caltrans) standard plans and specifications, Highway Design Manual, Highway Capacity Manual, California Manual on Uniform Traffic Control Devices (CA MUTCD), policies and procedures for ADA regulations, traffic signal timing, traffic engineering modeling and methodologies, County/City traffic standards and methodologies, and the State of California Vehicle Code. Our team will provide the City with all materials and labor to perform the requested traffic engineering services and conform to these standards.

Under the direction of the City's principal contact, or other approved staff member, at a minimum HCI will be ready to provide on-call traffic engineering consulting services to address the following areas within the City of Orange Public Works Department:

H: WORK PLAN (continued)

1. Provide traffic engineering design.

HCI has extensive experience in the development of traffic engineering plans, such as new traffic signal, traffic signal modification, signal interconnect, signing and striping, and traffic control plans, as these are our firm's primary service products. For each of these types of plans, HCI includes technical provisions and engineer's estimates that complement each plan set providing complete PS&E that is ready for construction bidding on time and within the approved schedule. Examples of our different types of designs can be submitted for the City's review upon request.

2. Review, plan-check, and make recommendations on traffic plans and reports, and provide input relating to traffic issues on planning and development applications.

Our staff also has extensive experience in reviewing and analyzing many types of City and developer-related plans, as well as assimilating the findings and recommendations into easily understood summations. Our experience and expertise also allows quick and complete site plan review for traffic engineering applications to determine conformance to traffic, parking, access, street and pavement, subdivision requirements, meetings with developers or contractors to resolve traffic issues.

It is noted that many development-related services such as the review of street improvement or traffic signal plans are project specific and are treated as recoverable project costs.

Upon request, HCI staff will render and remit a typed plan-check correction/clarification list (2 copies) to the Public Works Department within (10) working days from notification by the City for a typical development project.

3. When requested, prepare written engineering reports related to pedestrian traffic patterns, traffic installations, and traffic control devices such as STOP signs, traffic signals, crosswalks, speed zones, traffic control, and similar matters.

Our staff prepares numerous amounts of warrant analysis and traffic operations reports every year for various city agencies, such as, traffic signal warrants, left-turn phasing warrants, multiway stop warrants, operational level-of-service (LOS), queuing analyses, crosswalk warrants, traffic calming studies, Engineering and Traffic (E&T) surveys for speed limits, etc. HCI staff has obtained and analyzed data, prepared exhibits, and developed reports for literally hundreds of traffic studies. Sample reports can be forwarded to the City upon request.

Again, HCI staff has extensive experience in reviewing and analyzing many types of City and developer-related traffic studies and reports, as well as assimilating the findings and recommendations into easily understood summations.

H: WORK PLAN (continued)

4. Provide technical advice on traffic signal facilities, accident rates, new developments, and maintenance of traffic facilities.

HCI has the capability and range of expertise to provide technical advice to the City of Orange on many traffic or transportation-related issues or facilities. HCI staff will complete the requested services in a thorough and efficient manner, on time and within the approved fee schedule.

5. Review proposed improvements for conformance to the City's Traffic Standards.

As previously noted, HCI has the expertise to review proposed improvements, development, site, and traffic management plans (i.e., traffic control plans) for conformance to the City's standards, from both a traffic engineering and civil engineering perspective.

6. Work closely with City staff, Caltrans, Orange County, and local law enforcement agencies in analyzing traffic-related issues and mitigation.

A tenet of HCI is our belief that we serve as an extension of City staff and consider ourselves as associates in the well-being of the City. Through our successful work in other communities, HCI already has these relationships firmly established. One notable and particularly important relationship is working with Caltrans. HCI staff has been able to quickly contact the correct person for project development, along with other similar individuals at Caltrans District 12, as well as the County of Orange, in order to resolve traffic-related matters that affect our client cities.

7. Work with City staff and other consultants in developing, monitoring and providing input into traffic services.

Since our client base are primarily municipalities, we have extensive experience working with both City staffs and other city consultants in providing the support necessary to ensure that traffic services and transportation planning required by the City are met.

These associations also afford HCI the opportunity to learn and share new technologies, products and procedures with our client cities.

8. When requested, advise the City regarding traffic-related matters.

HCI's collective experience and expertise in most aspects of traffic and transportation engineering allows our staff to provide advice and recommendations to our client cities on numerous traffic issues. If a new or unique situation arises, HCI staff does not hesitate in performing the research necessary to determine an appropriate action or recommendation.

H: WORK PLAN (continued)

9. Work closely with schools and related traffic circulation issues.

HCI staff has had the opportunity to work with many public and private schools over the past several years. Our staff has also worked closely with Police Services and elected officials on related traffic issues.

10. Develop a prioritized list of traffic improvement projects for inclusion into the City's Capital Improvement Program (CIP) and incorporate into existing project lists.

HCI has also worked with many of our client cities in identifying and developing long and short-range CIP projects consistent with the economic capabilities of the City. A fundamental goal of HCI in developing CIP projects is to provide City staff with that data necessary to make meaningful decisions at critical stages of the project's development, in order to provide viable, achievable options. Consistently reaching this goal assists with resolving issues and problems associated with each project.

Possible traffic engineering candidate projects the City of Orange may desire to consider or expand on include the following:

- a.) Video surveillance of other major intersections or street segments.
- b.) Identification and analysis of potential critical intersections, improvement alternatives, and funding opportunities.
- c.) An updated Traffic Signal Construction or Modification Priority List, including long-term maintenance and equipment needs.
- d.) Implementation of citywide emergency vehicle preemption (EVP) systems.
- e.) Changeable message signs.
- f.) Countdown pedestrian signal indications.
- g.) APS pedestrian-push buttons.
- h.) Battery backup systems (BBS).

11. Other duties, as assigned by City Engineer or Director of Public Works.

As previously noted, HCI's collective experience and expertise in most aspects of traffic and transportation engineering allows our staff to provide recommendations to our client cities on numerous traffic issues.

H: WORK PLAN (continued)

Consequently, if a unique situation arises or a new duty is assigned by the City's principal contact, HCI staff will not hesitate in performing the research necessary to determine an appropriate action or recommendation. If other services are requested on a project-by-project basis, HCI will negotiate with the City and provide a pre-agreed scope of work and hours required to complete the work.

I: RELATED EXPERIENCES AND REFERENCES

Below we are providing a listing of nine (9) relevant City references where HCI continues our on-call traffic engineering and signal design services for the City of Orange's review & verification of our experience. All services are considered on-call/on-going traffic engineering services with assigned projects completed as-requested and on-schedule.

1. **City of Bellflower** - City Engineer & City Traffic Engineer Contract Services, (since 2000)
Mr. Len Gorecki, Assist. City Manager/Public Works Director, lgorecki@bellflower.org (562) 804-1424;
Project Manager and Principal in Charge of Services – Mr. Gerald J. Stock, PE, TE
2. **City of Cypress** - City Traffic Engineering & Signal Operations Services, (since 1994)
Mr. Nick Mangkalakiri, P.E., City Engineer, NMangkal@cypressca.org, (714) 229-6750;
Principal in Charge of Traffic Signals – Mr. Greg Cabey
3. **City of Hermosa Beach** - On-Call City Traffic Engineer Contract Services, (since 2006)
Mr. Joe SanClemente, Public Works Director, jsanclemente@hermosabeach.gov, (310) 318-0238;
Contract City Traffic Engineer – Mr. Scott Ma, PE, TE
4. **City of Indian Wells** – On-Call City Traffic Engineering & Signal Operations Services, (since 2015)
Mr. Ken Seumalo, P.E., Public Works Director, kseumalo@indianwells.com; (760) 776-0237;
Project Manager and Principal in Charge of Signals – Mr. Greg Cabey
5. **City of Laguna Hills** - City Traffic Engineering & Signal Operations Services (since 2000)
Mr. Joe Ames, PE, TE, Public Works Director/City Engineer, james@lagunahillsCA.gov; (949) 707-2655;
On-Call Traffic Engineering Services
Project Manager and Principal in Charge of TE Services – Mr. Scott Ma, PE, TE
On-Call Traffic Signal Operations Support Services
Principal in Charge of Signals – Mr. Greg Cabey
6. **City of Lake Forest** – City Traffic Engineer Services, (since 2014)
Mr. Thomas E. Wheeler, P.E., Director of Public Works, twheeler@lakeforestca.gov; (949) 461-3480;
On-call Professional Engineering Services
Project Manager in Charge of Traffic Engineering Services – Mr. Scott Ma, PE, TE
7. **City of San Juan Capistrano** - On-Call Traffic Signal Operations Services, (since 1995)
Mr. George Alvarez, Project Manager, GAlvarez@sanjuancapistrano.org, (949) 443-6351;
Principal in Charge of Traffic Signals – Mr. Greg Cabey

'COST PROPOSAL' FOR ON-CALL TRAFFIC ENGINEERING SERVICES

K: FEE

As requested in the City's RFP, Hartzog & Crabill, Inc. (HCI's) Cost Proposal is included in this separate, sealed envelope/file for the City of Orange's review and consideration.

HCI is proposing to use the attached Schedule of Hourly Rates for our proposed staff positions that may be performing various on-call professional traffic engineering services for the City of Orange on a time-and-materials (T&M) basis under a new agreement, on an as-needed basis.

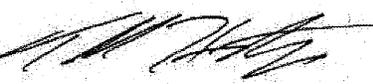
HCI will maintain these hourly rates during the duration of the 3-year contract with the City of Orange starting in Fiscal Year 2025-26. All proposed hourly rates and costs per this attached Cost Proposal include miscellaneous costs such as mileage, travel time, duplication, materials, incidental services, and clerical support.

HCI is proposing this project as a sole prime traffic engineering consultant, and does not intend on using any sub-consultants or sub-contractors, with exception to City-requested traffic count data collection and possible design potholing to make sure utilities are clear for design of new, larger traffic signal pole foundations. A 15% fee for administration, coordination, and handling will be added to the approved subcontracted services.

HCI also understands that future proposals for individual specific projects may be requested by the City of Orange from firms which are selected and have executed agreements for professional on-call traffic engineering services. The attached hourly rates will be used to prepare these specific proposals, when requested by the City.

By signing this transmittal below, I attest that all hourly rates and information submitted in our Cost Proposal will be adhered to when entering into a new agreement with the City of Orange starting in Fiscal Year 2025-26.

Sincerely,
HARTZOG & CRABILL, INC.



Todd Hartzog
Vice President

Schedule of Hourly Rates
for
City of Orange for On-Call Traffic Engineering Services

Classification	Hourly Rates
Expert Witness / Deposition.....	\$300
Litigation Consultation.....	\$270
Two-Person Survey Crew.....	\$270
Litigation Field Evaluation.....	\$245
Principal Consultant.....	\$190
Project Manager.....	\$180
Registered Land Surveyor.....	\$175
Senior Engineer.....	\$165
Storm Water Permit Compliance Engineer.....	\$165
Associate Engineer.....	\$160
Construction Manager.....	\$150
Traffic Signal System Supervisor.....	\$150
Mural Artist.....	\$150
Senior Designer.....	\$145
Traffic Signal Systems Specialist.....	\$140
Assistant Engineer.....	\$135
Draftsperson.....	\$115
Technician.....	\$ 100
Word Processor.....	\$ 85
Clerical.....	\$ 70
* Traffic Counts (Cost, plus 15%).....	\$ *

Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost. These other direct costs are included in the not-to-exceed values for the aforementioned scope of services. A 15% fee for administration, coordination and handling will be added to subcontracted services. **This Schedule of Hourly Rates is effective as of July 1, 2025.** Rates may be adjusted after that date to compensate for increases of inflationary trends. Mileage shall be per current IRS rate (rate can be found at the following link: <https://www.irs.gov/tax-professionals/standard-mileage-rates>)

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 INTERWEST CONSULTING GROUP INC., a Colorado corporation (“Contractor”), who agree as follows:

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

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

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$250,000.00) without the prior written authorization of City.

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

3. Payment.

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

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

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

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

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

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

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

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

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

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

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

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

12. **Reserved.**

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

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction. Notwithstanding any provision of this Agreement to the contrary, Contractor shall have no liability, with respect to (i) the use by City of unfinished or draft such products or (ii) the use of such products for any project other than that for which they were prepared or (iii) the use of such products after a change in applicable codes or law.

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 third party 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 to the extent caused by any intentionally wrongful 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, to the extent 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.

e. Notwithstanding any provision of law to the contrary, Contractor shall have the right to control the defense and settlement of any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any Indemnitees without that Indemnitees' approval. Contractor's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the Indemnitees in connection with the defense of the claim.

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. 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. Except with respect to Worker's Compensation coverage, 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 thirty (30) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Interwest Consulting Group Inc.
97 NE 15th Street
Coral Gables, FL 33134
Attn.: Matthew K. Causley

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 619-372-9962
E-Mail: bids@interwestgrp.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

INTERWEST CONSULTING GROUP INC.,
a Colorado corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Joseph G. DeRosa
Title: President

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: David Kniff, AIA
Title: Assistant Secretary

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.

√

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.



H. Work Plan

Our team possesses years of experience providing traffic engineering, transportation planning, traffic studies, and traffic and development plan review to numerous California municipalities. Our staff includes registered traffic and civil engineers who are familiar with representing municipalities at council meetings and preparing and leading community engagement meetings to promote stakeholder involvement and satisfaction. Furthermore, our team has expertise serving cities with similar needs and concerns, including those with regionally significant bikeways, high population densities, and projects under Caltrans' jurisdiction.

Interwest can provide transportation services for projects including, but not limited to, the following:

 Traffic Engineering	 Transportation Demand Management	 Bicycle & Pedestrian Planning	 Signal Warrants	 Speed Surveys
 Traffic Design	 Long-range Operations & ITS	 Traffic Demand Forecasting	 Peer Reviews	 Traffic Safety Analysis

- Local Street, Highway, Expressway, and Freeway Design
- Geometric Design of Roadway & Transportation Facilities
- Traffic Index
- Traffic Control Devices
- Pavement Markings/stripping
- Pavement Design
- Roadway Signage
- Parking Lot Design
- Street/Roadway Lighting Studies and Design
- Transportation-related grants coordination (HSIP, etc)
- Engineering and Traffic Surveys
- Traffic Crash Analysis
- Traffic Safety Systems
- Traffic Control Plans
- Operations/Maintenance Installation Orders
- Intelligent Transportation Systems
- Traffic Calming
- Access Management
- Surface Transit Accommodations and Coordination
- Cost-Benefit Evaluation
- Pedestrian Facility Design (ADA)
- School Zone design
- AutoCAD/AutoDesk programs
- Traffic Signal Operations:
 - Timing/Phasing Coordination
 - Traffic Impact Studies

Interwest has the experience to perform the full range of on-call project management, traffic and engineering plan check required by the City. In addition, we possess the knowledge, skills, and experience to effectively integrate the necessary engineering services with the City’s staff to create a plan check process that is coordinated, consistent, and predictable.

Traffic plans, traffic signal plans, and traffic studies/reports will be reviewed/checked for compliance with the project’s conditions of approval, as well as with the following: Municipality Standards and Design Manual, Caltrans Highway Design Manual, Caltrans Traffic Manual, Caltrans Standard Plans and Specifications, county hydrology manuals, local drainage manuals, the Americans with Disabilities Act, and California Title 24 requirements.

Each plan review will be accompanied with a letter summarizing the redline comments. This letter will be addressed directly to the applicant’s engineer or landscape architect with a copy to City staff and the applicant. A complete redlined set of drawings and any reports will be returned to the design professional for use in corrections.

The Project Manager will meet with the design professional and City staff to review comments or to delineate the standards which are not being met to assist in the timely completion of the review and meeting the maximum goal of two plan reviews. If necessary, the third review will confirm that all previous comments have been addressed. This meeting can take place via a virtual platform or in the design engineer’s office, if desired so that minor comments/discrepancies can be immediately addressed and the improvement plans and reports can be deemed technically correct and submitted for signature approvals.

We will meet with other client staff and outside agencies as needed to review their progress and/or comments. Our Transportation/Traffic Plan Check adheres to the following turnaround times:

First Submission	10 Working Days
Second Submission	5 Working Days
Third Submission	3 Working Days
Mylar Review	2 Working Days
Major change during design stage	7 Working Days
Major change in the field	3 Working Days
Final: Complete and Returned to the Town	5 Working Days
Construction Revisions to grading or improvement plans	3 Working Days



ADDITIONAL CAPABILITIES



Public involvement and community outreach for traffic and transportation projects that impact the public. Civic engagement is a key component to planning and implementing traffic solutions. Tasks may include public meetings, workshops, and one-on-one meetings with residents. Other tasks may include attendance and participation in public meetings, and creation of various education and outreach materials such as flyers, presentations, etc.



Engineering studies in response to citizen requests for traffic control device installations and modifications such as stop signs, traffic signals, crosswalks, traffic channelization and speed zones. These studies typically include the following:

- Review of traffic collision, traffic count and/or speed survey data
- Field review of existing traffic control devices and motorist/pedestrian/bicyclist behavior
- Corner sight distance analysis
- Minimum stopping sight distance analysis
- Warrant studies based on the California Manual on Uniform Traffic Control Devices (CA MUTCD)
- Town standards/guidelines

Discussions with client staff regarding study findings and recommendations, concept/final plans, and a summary report will be provided. If requested, the study will also be presented at community or town council meetings.



Address school-related traffic concerns including meeting with school staff, parents, and residents, field observations, data collection, analysis of the need for speed feedback signs, crossing guards, crosswalks, stop signs, flashing beacons, etc., and a summary of findings and recommendations.



Traffic impact analysis reports including discussions with client staff regarding study intersections, project schedule, approved projects and project concerns, a review of the site plan regarding internal circulation and external access, a field review of existing intersection geometrics and any unusual conditions, traffic count data collection, project trip generation and assignment, level of service analysis based on client guidelines/standards, identification of significant project impacts, proposed mitigation measures, and a report summarizing the analysis, findings and recommendations.



Review of traffic impact studies prepared by others for private development, including the review of on-site circulation and project access, intersections, project trip generation and assignment, level of service methodology and assumptions, accuracy of analysis and conclusions, and appropriateness and feasibility of proposed mitigation measures. Assist client staff prepare the conditions of approval, and preparation of comment memo. If requested, Interwest staff will attend planning commission and town council meetings to make presentations and answer questions.



Signing and striping plans, traffic signal plans, traffic control plans and traffic calming plans. These tasks include the collection of existing plans for the street segment or intersection, field review to compare the plans to existing conditions, traffic data collection, as-needed meetings with Town staff to ensure complete understanding of the desired design and to discuss/clarify any options, timely revisions in response to plan review comments, and signed and stamped final plans, specifications and cost estimate. The plans and specifications will be prepared in accordance with City standards, the CA MUTCD and other applicable standards.



Private and public development plan review for traffic-related plans, ensuring that the plans are in compliance with Town and other applicable standards. The reviews will include recommendations for approval (conditions of approval).



Review of traffic signal timing plans and collision data for intersections with recommended adjustments. We will provide technical advice to the client's staff in connection with the maintenance and the operation of traffic signal facilities, hydrological and hydraulics engineering review, and inspection.

Fee



Hourly Rate Schedule

Effective January 1, 2025

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Classification	Hourly Billing Rate
Engineering	
Principal in Charge	\$265
Project Manager	\$220
Senior Traffic Engineering	\$210
Traffic Engineering III	\$200
Traffic Engineering II	\$190
Traffic Engineering I	\$180
Traffic Engineering Associate II	\$165
Traffic Engineering Associate I	\$155
Transportation Engineer	\$220
Planning Services	
Planning Manager	\$210
Principal Planner	\$190
Senior Planner	\$175
Associate Planner	\$140
Assistant Planner	\$115
Planning Technician	\$95

Classification

Hourly Billing Rate

Construction Management

Construction Manager	\$190
Assistant Construction Manager	\$170
Supervising Public Works Observer	\$185
Senior Public Works Observer	\$180
Public Works Observer III	\$165
Public Works Observer II	\$150
Public Works Observer I	\$135

Miscellaneous

Work Outside Standard Hours – Services provided in excess of 8 hours per day, outside regular business hours, nights, weekends and holidays will be invoiced at 150% of the above standard rates.

Prevailing Wages – Where work is required under the CA Labor Code for prevailing wages per jurisdiction, there will be a supplemental charge per hour to the above rates per applicable job classification, established at the time of commencement of work and adjusted from time to time in accordance with future wage determinations pursuant to the labor rates as determined by the CA Department of Industrial Relations.

Mileage & Tolls – For inspection staff reporting to the job site from out of town, mileage will be reimbursed to and from the employee's reporting location, including their home location if not reporting to a company office, at the effective standard federal rate established at time of service. Tolls will be billed with no markup.

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 ITERIS, INC., a Delaware corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Iteris, Inc.
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705
Attn.: Steven Bradley, P.E.

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: (949) 270-9647
E-Mail: sdb@iteris.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

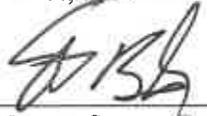
IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

ITERIS, INC., a Delaware corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Steven Bradley
Title: Senior Vice President, MCS West

By: _____
Daniel R. Slater, Mayor

*By: *Khristine Arakaki*
Printed Name: Khristine Arakaki
Title: Vice President, Legal

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.

√

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.

BRIAN AKERLEY, MELE | CONSTRUCTION SUPPORT LEAD

Mr. Akerley has over 23 years of comprehensive experience as a results-focused professional with extensive experience in electrical engineering, electrical contracting, telecommunications, and Intelligent Transportation Systems (ITS) installation and maintenance. His performance track record is characterized by successful planning, implementation, and execution skills, as well as an effective participatory management style that reflects strong coaching, delegation, and leadership skills, as well as an ability to establish clear and measurable goals. Brian has been responsible for the oversight and delivery of many high-level projects for Municipalities, County and State DOTs, and transit agencies. In addition to his leadership and project delivery skills, Brian is the licensing Qualifier for Iteris and is responsible for acquiring the state licensing necessary to lay the groundwork for business development nationally.

BRIAN HERTING, PE | STREET LIGHTING LEAD

Mr. Herting has over 17 years of experience on a variety of transportation projects with an emphasis on multimodal traffic engineering, ITS, and electrical/lighting design. Mr. Herting has successfully completed projects for several different local municipalities, transit agencies, and state DOTs in California, Nevada and Arizona. As a project manager, he has experience in all aspects of the design process including coordination with key project stakeholders, development of PS&E, and construction support services. His project experience includes signing and marking, traffic control and traffic handling, traffic signal design, active transportation solutions, ITS field equipment installation design, communication systems (copper and fiber), lighting and photometric analysis, and electrical design. His software experience includes Autodesk AutoCAD, Microsoft Excel, Microsoft Power Point, Microsoft Word, Microstation V8i, and AGi32 lighting software.

Subconsultant

SurveyCount has been providing traffic count services for agencies and engineering consultant companies in Southern California since 2018. The services they provide include intersection turning movement counts, roadway average daily counts, speed surveys, parking counts, and off-street trail bicycle and pedestrian counts.

Located in Orange County, SurveyCount are particularly familiar with roadway conditions in Orange County and have experience working with Iteris on OCTA's Regional Traffic Signal Synchronization Program (RTSSP) projects.

SurveyCount are equipped with up-to-date technologies including state-of-the-art video cameras; and all their video and tubes counts have GIS capability that can be managed by a mobile application.

H. WORK PLAN

Instructions: The Proposer shall indicate an understanding of the scope of services requested in this RFP. The work plan should address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

Iteris has extensive transportation engineering, planning and ITS on-call experience, having successfully managed and completed hundreds of on-call task orders for a wide variety of public agencies and municipalities. Iteris' team is fully capable to serve any technical needs and respond quickly to task orders with accelerated schedules without sacrificing quality of work. The blend of Iteris' local knowledge and vast transportation management experience provides the resources needed to tackle any technical requests that arise. Iteris recognizes the diverse responsibilities of the City of Orange's Traffic Engineering Division in managing and maintaining the City's traffic signal systems, street lighting infrastructure, and communication networks. Our team brings extensive experience in traffic signal operations, Intelligent Transportation Systems (ITS), and street lighting design, enabling us to address a wide range of the City's needs.

At Iteris, we understand the challenges that the City of Orange faces in balancing staff workloads and budget constraints while continuing to deliver high-quality services to the community. Our team is committed to delivering high-quality, timely, and cost-effective solutions tailored to the City's needs. Whether the City requires high-level, quick-turnaround planning support or more detailed and comprehensive design and engineering services, Iteris is prepared to respond with the appropriate level of expertise.

We prioritize clear and consistent communication and will work closely with City staff to stay aligned on project scope, schedule, budget, and expectations throughout each assignment. All design and plan check services will be performed by, or under the direct supervision of, a California Licensed Professional Engineer, ensuring full compliance with all applicable regulations. Compensation will be determined in coordination with the City, whether on a lump sum basis or another preferred method. Table 1 provides a selection of agencies to which Iteris has provided on-call services over the past five years.

Table 1 – Iteris’ On-Call Experience

CITY/AGENCY	Traffic Engineering	Transportation Planning	ITS/Communications Support	Traffic Signal Operations	Modeling/Forecasting
City of Orange	●		●	●	
City of Cypress	●		●	●	
Caltrans	●	●	●		
California State University, Long Beach	●	●			
City of Anaheim	●	●	●	●	●
City of Beaumont	●	●			
City of Buena Park	●	●	●	●	
City of Beverly Hills	●	●	●		
City of Costa Mesa	●	●	●	●	●
City of Diamond Bar	●	●	●	●	
City of Eastvale	●		●		
City of Fountain Valley	●	●	●	●	
City of Garden Grove	●		●		
City of Irvine	●	●	●	●	●
City of Irwindale	●	●	●	●	●
City of Laguna Woods	●		●	●	
City of Laguna Niguel	●	●	●	●	
City of Lake Forest	●	●		●	
City of Newport Beach	●		●	●	
City of Oxnard	●		●	●	
City of Pasadena	●		●	●	
City of Placentia	●	●	●	●	●
City of Pomona	●	●	●	●	●
City of Rancho Palos Verdes	●		●	●	
City of San Marcos	●		●	●	
City of Seal Beach		●		●	
City of Thousand Oaks	●	●		●	
City of Yorba Linda	●	●	●		
Los Angeles Parks and Recreation			●		
Los Angeles Unified School District		●			
Los Angeles County Metro	●	●	●		
Orange County Transportation Authority	●	●	●	●	●
Port of Long Beach	●	●	●		●
Port of Los Angeles	●	●			●
Riverside County Transportation Commission	●	●			●
Riverside County		●			

The following paragraphs describe Iteris’ experience and general approach to providing the various on-call services as specified in the RFP. The specific work plan approach will be refined based on the specifics of each project to ensure all deliverables are completed on schedule and to the City’s satisfaction without additional charges or delay to the City.

Design Plans

Iteris has extensive experience in the planning and design of traffic signal systems, ITS communication networks, and street lighting infrastructure. Our work enhances safety, improves operational efficiency, extends the life of capital investments, and supports multimodal operations including transit, emergency vehicles, pedestrians, and bicyclists. With a proven track record in the design of thousands of signalized intersections across the country, Iteris delivers practical, cost-effective solutions rooted in our strong understanding of traffic operations. In addition, our plan preparation services include signage plans, striping plans, and traffic control plans.

We support all phases of project development, from system analysis and master planning to the preparation of Plans, Specifications, and Estimates (PS&E), hardware selection, and field integration. Our familiarity with a wide range of signal controllers and central systems allows us to recommend and implement technologies that align with the City's infrastructure, resources, and long-term goals. We also provide thorough documentation, training, and post-implementation support to ensure system sustainability.

Program Management / Construction Management / Construction Inspection

Iteris provides program management, construction management, and inspection services to support agency staff for successful project delivery. We coordinate directly with local agencies and jurisdictions, Caltrans, utility providers, and contractors to ensure projects are delivered on time, within budget, and in accordance with approved plans and specifications. Our team's expertise in ITS, traffic engineering, and planning allows us to proactively identify and resolve construction challenges, minimizing delays and ensuring ideal outcomes.

A recent example of our capabilities is the City of Cypress Citywide Traffic Signal Cabinet Upgrade project. Iteris currently manages the full scope of construction inspection, including development of inspection checklists, pre-construction equipment verification, stakeholder coordination, and post-construction inspection and recordkeeping. Upon project completion, the City will receive a fully operational system along with comprehensive documentation detailing all installed improvements, ensuring long-term maintainability and transparency.

Transportation Analysis

With over 25 years of experience, Iteris is a leader in travel demand modeling and multimodal forecasting. We have supported agencies such as Southern California Association of Governments (SCAG), Anaheim Transportation Analysis Model (ATAM), Ventura County Transportation Commission (VCTC), Los Angeles County Metropolitan Transportation Authority (Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), Western Riverside Council of Governments (WRCOG), and San Bernardino County Transportation Authority (SBCTA) in developing and applying regional and local models. These models have been used to evaluate roadway widening, intersection improvements, traffic diversion, and multimodal planning that includes pedestrian and bicycle travel. Iteris has delivered citywide models for General Plan Circulation Elements and corridor studies for over 30 jurisdictions. We also developed and continue to maintain the ATAM model, which has supported numerous development and infrastructure projects.

Traffic Signal Corridor Coordination Studies

Iteris has conducted numerous Before-and-After corridor coordination studies to evaluate Measures of Effectiveness (MOEs) for RTSSP projects. These studies include travel time runs during peak periods to assess traffic flow, travel time, average speed, stops per mile, and signal progression. Iteris has been conducting ongoing travel time runs for several RTSSP projects, including for the Tustin-Rose RTSSP with the City of Orange. Additionally, Iteris developed side-by-side video comparisons of corridor performance before and after signal timing adjustments for the City of Orange as part of the Tustin-Rose RTSSP project. These videos were presented to the City Council to illustrate the impact of the improvements. Figures 2 and 3 on the following page show images from the video prepared by Iteris. Figure 2 displays the side-by-side video comparison along with an aerial view to track overall corridor progress. Figure 3 displays the difference in travel time, stops, and delay between the Before and After conditions. These visual tools effectively demonstrated the benefits of the signal timing improvements and supported public communication efforts.

Figure 2 - Still Image from Before and After Study Comparison Video (During Travel Time Runs)

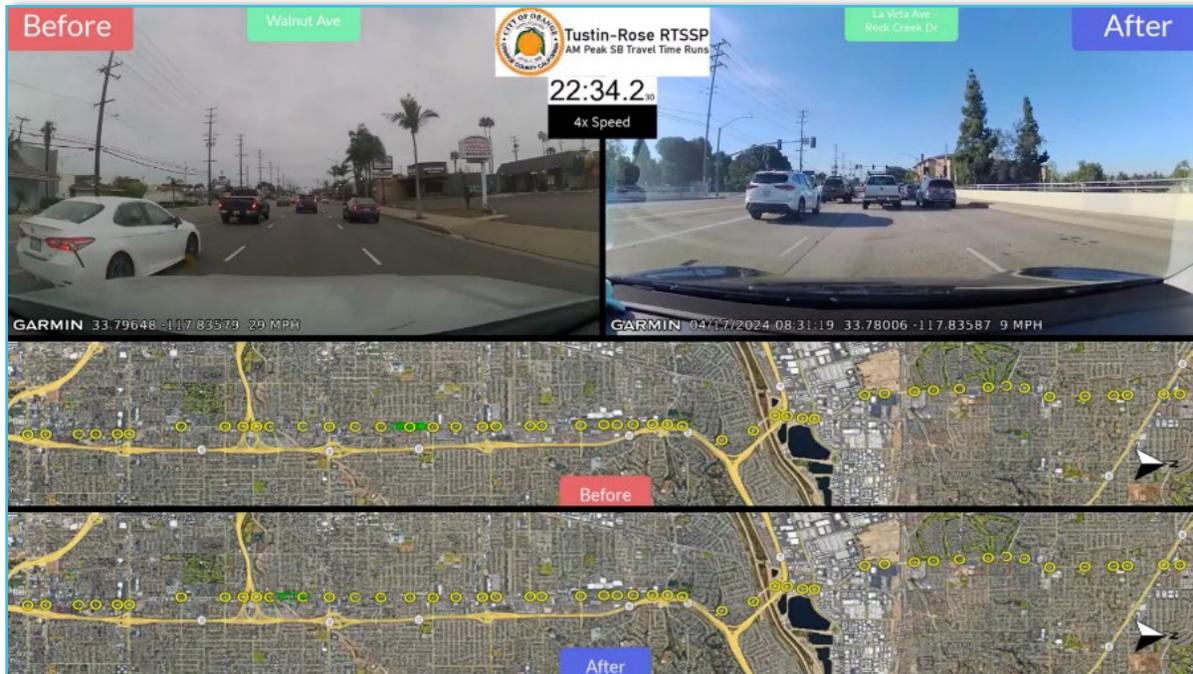


Figure 3 - Still Image from Before and After Study Comparison Video (Final Summary Screen)



Simulation Modeling

Iteris possesses the technical expertise and experience necessary to deliver high-quality computer simulations of roadway corridors and networks using advanced microsimulation software such as VISSIM and SimTraffic. We have a proven track record developing detailed, calibrated models that accurately reflect real-world traffic conditions and support data-driven decision-making for a wide

range of transportation projects. Our team is skilled in analyzing traffic operations, evaluating alternative scenarios, and presenting simulation results in a clear and actionable format. Staff is also available to assist in training efforts as needed, ensuring clients are supported in understanding and applying the simulation tools effectively. Figure 4 (below) displays an active SimTraffic model that illustrates lane geometry, signal timing, and traffic volumes, and features two signalized intersections. This model is used to forecast traffic signal operations and estimate delays through microsimulation.

Figure 4 – Example SimTraffic Network Model



Traffic Counts

Iteris will be utilizing the services of **SurveyCount** to provide traffic count services to the City of Orange. SurveyCount has been providing traffic count services for agencies and engineering consultant companies in Southern California since 2018. The services provided include intersection turning movement counts, roadway average daily counts (ADT), speed surveys, parking counts, and off-street trail bicycle and pedestrian counts. Additionally, Iteris is prepared to supplement these services as needed to perform speed/delay runs and occupancy rate studies.

Statewide Planning Efforts

Iteris partners with agencies to identify, prepare, and submit competitive grant applications for federal, state, and local funding opportunities. We also provide ongoing support for the administration and compliance of grant-funded projects to ensure successful delivery. Our team conducts specialized studies and analyses—such as traffic signal improvements, timing optimization, and coordination strategies—that strengthen funding applications and support regional and statewide transportation initiatives.

Research and Outreach

Iteris recognizes the importance of aligning technical analysis with the values and priorities of the community. When appropriate, we incorporate stakeholder input to ensure that recommendations are not only technically sound but also practical, equitable, and responsive to local concerns. Our team is well-equipped to support City staff in preparing clear and compelling reports, graphics, and presentations. We are also available to participate in community meetings and public events to help communicate project goals, findings, and benefits. Iteris understands that building community support is essential to the successful implementation of transportation improvements and to advancing safety and mobility throughout the City.

Neighborhood Traffic Calming

Iteris brings a proven track record of delivering neighborhood traffic calming and multimodal safety projects that reflect both community priorities and technical rigor. We have planned and designed a wide array of traffic calming improvements as part of pedestrian and bicycle enhancement efforts, all grounded in Complete Streets and Vision Zero principles. These initiatives typically respond to community concerns about excessive speeding, cut-through traffic, and inadequate facilities for people walking and biking.

Our team uses a data-driven and context-sensitive approach to evaluate and implement effective traffic calming strategies. This includes collecting and analyzing speed, volume, and collision data; reviewing existing pedestrian and bicycle infrastructure; and

engaging the community through surveys, workshops, and pop-up outreach. We work to ensure that solutions—such as chokers, mini-roundabouts, speed cushions, curb extensions, and signage—are applied equitably and consistently across neighborhoods.

Notable traffic calming efforts include:

- City of Los Angeles Bicycle Plan – First Five-Year Implementation Strategy: Provided traffic studies and community outreach to prioritize and implement bike-friendly infrastructure and calming measures on key corridors.
- North Santa Monica Boulevard Reconstruction (City of Beverly Hills): Delivered design and planning support for a major corridor upgrade with pedestrian safety, traffic calming, and Complete Street upgrades.
- City of Pasadena Bicycle Corridors Signal Coordination Project: Designed and implemented multimodal signal timing plans that supported bicyclist movement and reduced vehicular speeding on shared-use corridors.

Review for Private Developments

In addition to our expertise in design and construction, Iteris applies this knowledge to the review of private development plans and technical documents. Our team is experienced in evaluating traffic signal plans, signage and striping plans, street lighting plans, traffic control plans, and a variety of traffic studies to ensure compliance with applicable standards and alignment with the City’s requirements. We work closely with City staff to review and discuss comments prior to formal submittal, ensuring consistency and clarity throughout the process. By maintaining open and ongoing communication, Iteris ensures that all reviews are conducted in a thorough, timely, and efficient manner, supporting both City objectives and development timelines.

Further Professional Services

In addition to the core services outlined above, Iteris offers a broad range of complementary services that may be valuable to the City of Orange. As new opportunities or challenges arise, we are committed to supporting the City’s evolving needs. We encourage you to contact us with any questions or to explore how our expertise can further support the City’s goals.

TRAFFIC ENGINEERING		
<ul style="list-style-type: none"> • Traffic Signal Timing • Bicycle Lane Design 	<ul style="list-style-type: none"> • Parking Design • Pedestrian Crosswalk Enhancement 	<ul style="list-style-type: none"> • Traffic Circles Planning/Design • Bulb-outs Design

TRANSPORTATION PLANNING		
<ul style="list-style-type: none"> • Area-Wide Circulation Plans • Non-Motorized Planning • Policy Analysis 	<ul style="list-style-type: none"> • Graphic Information Systems (GIS) • Land-Use Planning 	<ul style="list-style-type: none"> • Master Plan Development • Strategic Transportation Plans • Transportation Finance

ITS PLANNING, DESIGN AND INTEGRATION		
<p>PLANNING</p> <ul style="list-style-type: none"> • Communications Master Plan Development • ITS Master Plan Development • Traffic Signal System Planning and Design 	<p>DESIGN</p> <ul style="list-style-type: none"> • Communication Systems • Detection and Surveillance Systems • Traffic Management Centers • Information Delivery Systems 	<p>INTEGRATION</p> <ul style="list-style-type: none"> • Systems Design, Engineering, Management, Installation, Integration, Implementation • Hardware and Software Development

K. FEE

Iteris, Inc.

Iteris Fee Schedule	Effective Through 3/31/2026
STAFF CLASSIFICATION	Loaded Billing Rates
Support Staff I	\$128
Support Staff II	\$209
Assistant Engineer/Planner	\$131
Associate Engineer/Planner	\$172
Engineer/Planner	\$157
Senior Engineer/Planner I	\$185
Senior Engineer/Planner II	\$227
Lead Engineer/Senior Manager	\$267
Associate Vice President/Principal/Director	\$296
Vice President/Chief Scientist	\$343

Standard Terms and Conditions:

- Billing Rates shown are effective through March 31, 2026 and are subject to annual escalation up to 5%.
- Subconsultant, Subcontractor and Equipment expenses to be billed at negotiated cost plus markup.
- Other direct expenses to be billed at cost, unless otherwise negotiated.
- Mileage rates will be based upon current IRS standard rates.

SurveyCount

SurveyCount Price Sheet

Turning Movement Counts 4 hours (AM/PM peak hour including ped&bike and 2 classifications)	\$250.00 per intersection per day (one camera)
Turning Movement Counts 6 hours (AM/MD/PM peak hour including ped&bike and 2 classifications)	\$300.00 per intersection per day (one camera)
Turning Movement Counts 12 hours (AM/MD/PM peak hour including ped&bike and 2 classifications)	\$400.00 per intersection per day (one camera)
Turning Movement Counts 24 hours (AM/MD/PM peak hour including ped&bike and 2 classifications)	\$500.00 per intersection per day (one camera)
ADT&Speed Arterial Road Bi-Directional tube Counts (15 min or hourly interval and 2 Classifications, only one day)	\$250.00 per day(two counters)
ADT&Speed Arterial Road Bi-Directional tube Counts (15 min or hourly interval and 2 Classifications, 2 days or more)	\$200.00 per day(two counters)
ADT&Speed Bi-Directional Neighborhood tube Counts (15 min or hourly interval and 2 Classifications, only one day)	\$120.00 per day(one counter)
ADT&Speed Bi-Directional Neighborhood tube Counts (15 min or hourly interval and 2 Classifications, 2 days or more)	\$100.00 per day(one counter)

Notes:

- For a particular task order, SurveyCount will be able to provide detailed fee schedule.
- The fee may be adjusted or revised per your particular requirements.

PROFESSIONAL SERVICES AGREEMENT
[On-Call Traffic Engineering Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this ____ day of _____, 2025 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and JMDIAZ, INC., a California corporation ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. **Compensation and Fees.**

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. **Payment.**

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. **Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. **Indemnity.**

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

JMDiaz, Inc.
333 City Boulevard West, Suite 1700
Orange, CA 92868
Attn.: Juan M. Diaz

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: (714) 912-2180 ext. 1101
E-Mail: jmdiaz@jmdiaz.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

JMDIAZ, INC., a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Juan M. Diaz
Title: President/CEO

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Juan M. Diaz
Title: Chief Financial Officer

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

***NOTE:** City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

SECTION III

SCOPE OF WORK

RFP NO. 24-25.24

SECTION III: SCOPE OF WORK

All work shall be conducted on an as needed basis when requested in writing by the City Traffic Engineer or designated representative and according to the timeframe specified by the City. Work performed by the Consultant that has not be specifically identified and authorized by the City, will not be compensated.

The scope of work includes, but is not limited to:

- Traffic studies for capital projects
- Traffic and/or parking study review for private developments
- Traffic signal design
- Traffic control plan preparations
- Plan check for capital/development projects and traffic control plans
- Street light design and plan check
- Signing and striping plan preparation and plan check
- Traffic signal and street lighting construction inspection
- Construction management and construction engineering
- Technical support for funding and grant application
- Grant funding oversight
- Intelligent transportation systems (ITS) design
- Traffic signal timing and coordination studies
- Traffic counts and data collection
- Neighborhood traffic calming studies, warrant studies, and traffic investigations
- Special studies, civil design, and on-site support services may be requested
- General municipal traffic engineering services

The City of Orange manages 160 traffic signals, over 8,000 streetlights, over 20 miles of fiber optic network, the Traffic Management Center (TMC), radar feedback signs, pedestrian crossing and overhead flashers, and other devices to facilitate the safety of the public and efficiency of traffic. The City of Orange expects consulting firms to have thorough knowledge in traffic signal, ITS systems, street light design to perform required services. Firms are also expected to understand federal/state/local funding and policies, as well as Orange County Transportation Authority (OCTA) Comprehensive Transportation Funding Program (CTFP) requirements. The ideal firm(s) will have expertise in the areas above or may specialize in one or more subareas and will be capable to provide technical services associated with the general traffic engineering needs of the City of Orange.

All design work and improvement plan check services shall be performed by or under the responsible charge of a California License Professional Engineer (Civil, Traffic, and/or California License Land Surveyor as applicable) eligible to prepare and sign such plans. Successful firms will be required to enter into the City's standard professional services agreement (attached) and obtain an Orange business license. Any changes requested to the City's standard agreement must be noted in the response to the RFP for the City's consideration.

Each specific assignment under an on-call engineering services contract will be compensated on either lump sum or time-and-materials basis. The method of compensation will be specified in writing by the City at the time the assignment is given.

Generally, response times related to plan checks for the initial review shall be completed within **ten (10) working days**, unless otherwise directed by the City. Each subsequent plan check shall be completed within 5 working days unless otherwise directed by the City.

The scope of work will vary by project, and will be further defined in a project specific request by the City of Orange, but may generally include the following:

- **Design Plans** – Develop or assist with development of final design plans associated with traffic signals and street light systems. These plans include, but are not limited to: traffic signal plans, Intelligent Transportation Systems plans, traffic signal interconnect plans, and street light plans.
- **Program Management / Construction Management / Construction Inspection** – Services related to the City's Capital Improvement Program, which will typically include traffic signal and street light improvements, but may also include ancillary roadway rehabilitation, roadway widening, ADA access and handicap ramps, parkways, drainage and drainage structures, storm drain utilities, signage and striping, parks, and other miscellaneous facilities. A thorough understanding of the NPDES regulations and grant regulations, including Federally funded program compliance is required. Project manager and inspector must be able to coordinate with outside agencies such as adjacent cities, Caltrans, and various utility companies.
- **Transportation Analysis** – Specialized traffic studies to assess proposed projects within a short time frame. Typical studies would include travel demand or traffic forecasting of proposed roadways, street widening or intersection improvement projects. Studies will analyze diversion of traffic due to substantial long term construction projects. Analysis will incorporate pedestrian and bicycles. Additional studies could be needed to provide technical support for grant and funding applications.
- **Traffic Signal Corridor Coordination Studies** – Conduct studies that analyze the performance of traffic signal timing on street corridors. These studies shall include before and after analysis to quantify the level of improvement to the expected as a result of the project.
- **Simulation Modeling** – Provide computer simulation of corridors or road networks as needed utilizing microsimulation software. Training may also be included with these projects.
- **Traffic Counts** – Perform data collection as needed within short time frames including ADT's, 12-hour counts, intersection turning movement counts, occupancy rates, speed/delay runs, pedestrian and bike counts, parking turnover, etc.
- **Statewide Planning Efforts** – Specialized studies and analysis in support of various regional and statewide initiatives involving traffic signal improvements, timing, and coordination.
- **Research and Outreach** – Assist staff in producing reports and making presentations on transportation related topics.
- **Neighborhood Traffic Calming** – Assist staff in processing requests for traffic calming measures. This includes but is not limited to street and neighborhood evaluation, data collection, recommendations, design, and coordination/communication with residents.
- **Review for Private Developments** – Assist staff in reviewing plans and reports for private development projects. This includes but is not limited to: traffic signal plans, striping plans, street light plans, and various traffic studies. Coordination with project owners or design teams on behalf of the City may be requested.

Deliverables

The specific scope of work for each task/project will be provided in a written transmittal from a City of Orange representative along with, in most cases, a follow-up phone call and, if necessary, a meeting to discuss the specific needs of the assignment. Within five business days of receipt of transmittal, the Consultant will be expected to provide the City with a proposed level of support along with a NOT TO EXCEED cost. A fully-executed amendment to the on-call contract may be required along with an authorization to proceed prior to commencement of work.

Consultant is expected to have a close working relationship with City staff and remain very accessible throughout the contract duration. The Consultant shall act as an extension of City staff.

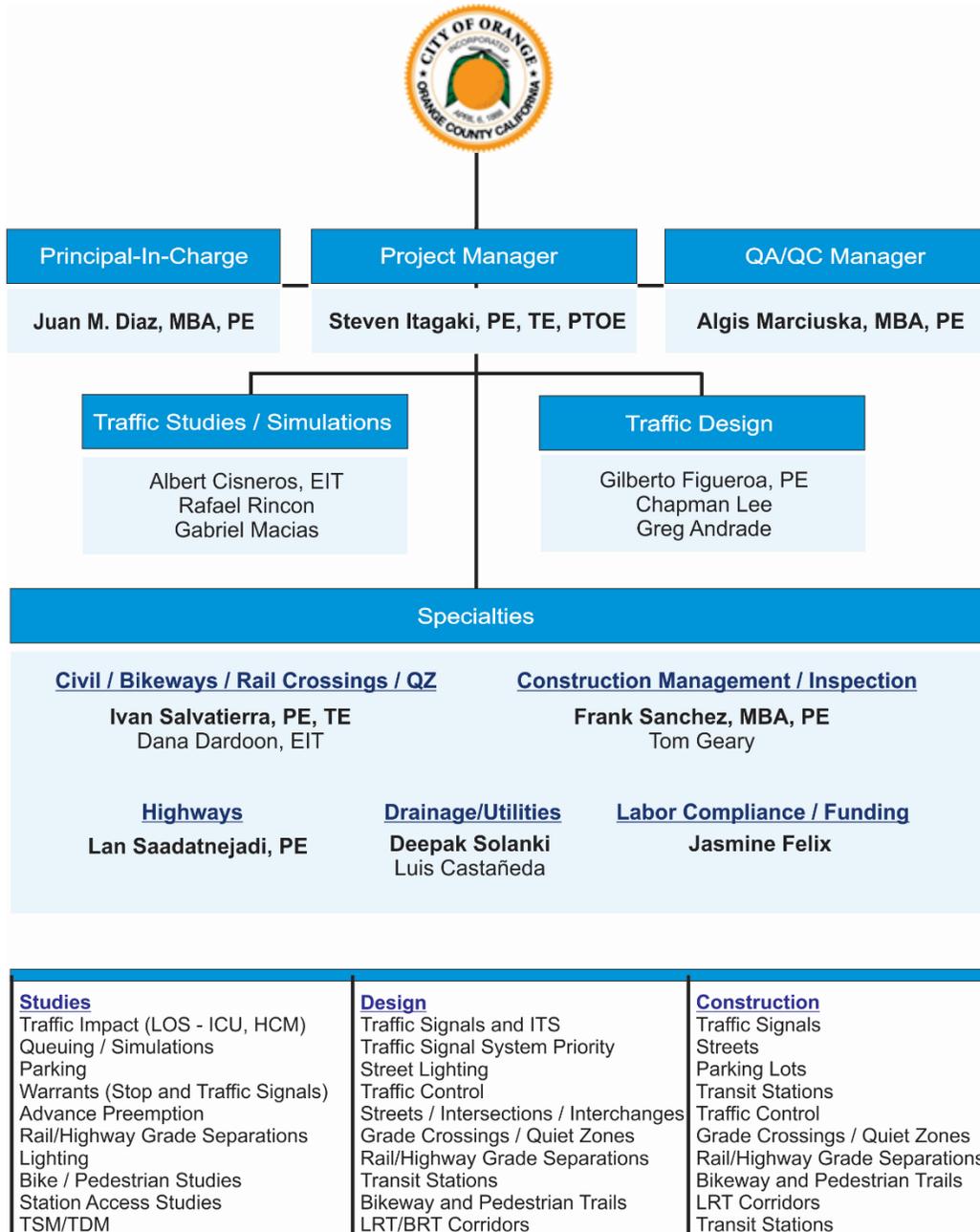
A member of the consulting firm will be required to attend meetings with other jurisdictions, City departments, or public outreach events if an individual project requires extra coordination.



Table 1 – JMD Key Personnel Workload and Availability

KEY PERSONNEL & CERTIFICATIONS	CURRENT WORKLOAD	AVAILABILITY
Deepak Solanki Drainage/Utilities	<ul style="list-style-type: none"> On-Call City Engineering Services, City of Brea (25%) On-Call Staff Augmentation Services, City of Glendora (25%) 	50%

Figure 1 – Organization Chart





Section H

Work Plan



H. Work Plan

Project Understanding

The City of Orange is soliciting proposals from qualified traffic engineering consultants for professional traffic engineering services on an as-needed basis for a minimum of three (3) years, with the possibility of two (2) additional annual renewals. The City plans to contract with multiple firms in order to augment the City's own Traffic Engineering capabilities and provide high quality expertise where needed.

All work will be conducted on an as needed basis when requested in writing by the City Traffic Engineer or designated representative and according to the timeframe specified by the City. Work performed by the Consultant that has not been identified and authorized by the City, will not be compensated.

Approach

Our approach to this traffic engineering services on-call project is to be Service-Oriented and keep the City informed throughout the project. We will meet early with City staff and other impacted agencies, if applicable, in order to discuss scope, schedule and process. Once we have prepared the final scoping documents and are issued a Notice to Proceed, we will begin the preliminary phase of the project, which typically consists of research and data collection, utility identification, coordination and investigation; field surveying and topographic mapping; identification of facilities to be modified or replaced; and preparation of any required design reports and conceptual or preliminary plans for the proposed improvements. If right-of-way or easements are required, a preliminary right-of-way map will be prepared showing parcels to be acquired and conceptual modifications to existing properties.

JMD will utilize existing information available from previous studies, reports, investigations, and analyses as a basis to begin any study and/or design work. This information will be augmented and updated, where required. Because they are typically on a project schedule's critical path and may require substantial lead time, the following tasks will begin immediately upon receipt of Notice to Proceed:

- Research and Data Collection
- Secure Permits Required for Access to the Project

- Utility Identification and Coordination
- Identification of Right-of-Way Requirements
- Determination of Environmental Requirements

Communication and Coordination

JMD will meet with the City's functional unit staff responsible for review of specific elements of the conceptual and



preliminary plans as we are working on them. Draft copies of this work will be submitted for significant work items before the milestone submittal date with follow-up meetings to solicit input. This early coordination gives us a clear understanding of what the functional unit reviewers expect while giving the reviewers a preview of what will be submitted before actual submittals are made.

Design of transportation improvements on existing facilities in typically urban settings presents some unique issues and requires experience and proven, yet innovative, design techniques. Based on our past experience, we understand the complexity of retrofitting existing transportation facilities while maintaining basic services, traffic flow and minimizing impacts to the roadway user. Specific items related to transportation improvement projects can include:

- Utility location and relocation
- Existing conditions and compliance with current standards (knowing when to upgrade existing facilities to current design standards that may impact the project schedule and costs)
- Construction staging
- Construction traffic control
- Permits and approvals

Furthermore, many City transportation improvement projects may involve multi-agency approvals. This requires planning, communication and follow through to successfully secure consensus and process approvals through impacted agencies

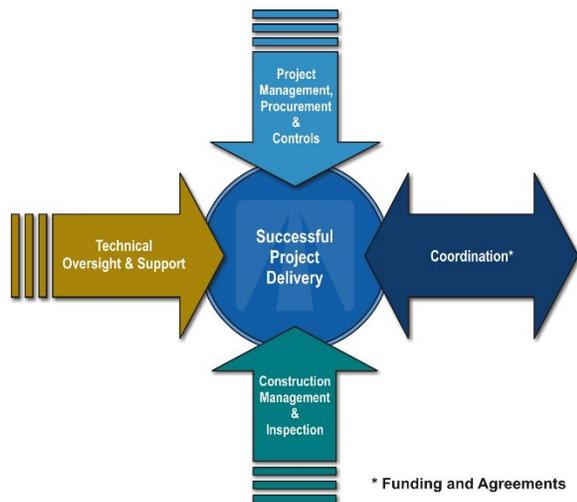


Scope of Work

JMD's scope of work includes and is not limited to the following services:

- Traffic studies for capital projects
- Traffic and/or parking study review for private developments
- Traffic signal design
- Traffic control plan preparation
- Plan check for capital/development projects and traffic control plans
- Street light design and plan check
- Signing and striping plan preparation and plan check
- Traffic signal & street lighting construction inspection
- Construction management and engineering
- Technical support for funding and grant application
- Grant funding oversight
- Intelligent transportation systems (ITS) design
- Traffic signal timing and coordination studies
- Traffic counts and data collection
- Neighborhood traffic calming studies, warrant studies, and traffic investigations
- Special studies, civil design, and on-site support services may be requested
- General municipal traffic engineering services

These services typically involve the four primary areas of project and construction management, technical oversight, and coordination with multiple parties, as illustrated below.



JMD will rely on the City's background, requirements, general tasks, and deliverables discussed below.

A. Background

The City of Orange manages 160 traffic signals, over 8,000 streetlights, over 20 miles of fiber optic network, the Traffic Management Center (TMC), radar feedback signs, pedestrian crossing and overhead flashers, and other devices to facilitate the safety of the public and efficiency of traffic. The City of Orange expects consulting firms to have thorough knowledge in traffic signal, ITS systems, street light design to perform required services. Firms are also expected to understand federal/state/local funding and policies, as well as Orange County Transportation Authority (OCTA) Comprehensive Transportation Funding Program (CTFP) requirements. The ideal firm(s) will have expertise in the areas above or may specialize in one or more subareas and will be capable to provide technical services associated with the general traffic engineering needs of the City of Orange.

B. Requirements

All design work and improvement plan check services will be performed by or under the responsible charge of a California License Professional Engineer (Civil, Traffic, and/or California License Land Surveyor as applicable) eligible to prepare and sign such plans. Successful firms will be required to enter into the City's standard professional services agreement (attached) and obtain an Orange business license. Any changes requested to the City's standard agreement must be noted in the response to the RFP for the City's consideration.

C. General Tasks

JMD understands the scope of work will vary by project, and will be further defined in a project specific request by the City of Orange, but may generally include the following:

- **Design Plans** – Develop or assist with development of final design plans associated with traffic signals and street lighting systems. These plans include, but are not limited to: traffic signal plans, Intelligent Transportation Systems plans, traffic signal interconnect plans, and lighting plans.
- **Program Management / Construction 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.
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neighborhood evaluation, data collection, recommendations, design, and coordination/communication with residents.

- **Review for Private Developments** – Assist staff in reviewing plans and reports for private development projects. This includes but is not limited to: traffic signal plans, striping plans, street light plans, and various traffic studies. Coordination with project owners or design teams on behalf of the City may be requested.

As an experienced on-call traffic engineering consultant to many other neighboring agencies, JMD understands the City's needs and offers a Project Manager and team that know the City's objectives and procedures to meet them. Furthermore, we offer a comprehensive understanding of traffic engineering including related disciplines such as highways, roadways, railroad and rail transit engineering.

D. Deliverables

The specific scope of work for each task/project will be provided in a written transmittal from a City of Orange representative along with, in most cases, a follow-up phone call and, if necessary, a meeting to discuss the specific needs of the assignment. Within five business days of receipt of transmittal, JMD will be expected to provide the City with a proposed level of support along with a NOT TO EXCEED cost. A fully-executed amendment to the on-call contract may be required along with an authorization to proceed prior to commencement of work.

JMD will rely on its close working relationships with City staff and be accessible throughout the contract duration. JMD will act as an extension of City staff under City supervision.

JMD will attend meetings with other jurisdictions, City departments, or public outreach events if an individual project requires extra coordination.

Management Plan





JMD's Management Plan, applicable to on-site and off-site tasks, consists of three primary components, namely, People Management, Project Management, and Quality Management. The first focuses on leading the team to achieve the desired project objectives. The latter two consist of using appropriate project controls to effectively manage the project deliverables, schedule, and budget.

A typical project would be managed in accordance with each component to meet the City's objectives in a timely manner. Each of these components are discussed in the following pages.

People Management

People management consists of JMD team leadership and consultant oversight through effective planning, staffing, and communication as discussed below.

Planning

After our kickoff meeting with the City, we will hold an internal team meeting to discuss the project's objectives, milestones, staffing needs, schedule, and task responsibilities. Our goal will be to establish a realistic plan to meet all program requirements.

Staffing

The JMD Team is committed to delivering quality and timely services within the City's time and budget goals. We have added multiple groups of professionals to work as squads and manage multiple projects conveniently. In addition, we have provided sufficient resource capacity to perform the projects or tasks in a timely manner and confirm that the key personnel proposed for the program and the individual projects will be available for the duration of the program. Currently, our work level is estimated at approximately 60 percent of capacity and declines to 50 percent over the anticipated life of this project. Mr. Itagaki, our proposed Project Manager, is available over 60 percent of his time during the next 12 months as shown below. During our internal team meeting, we will prepare a team staffing plan to ensure the right people are available at the right time for each project task.

Communication

The Project Manager will work closely with the consultants and the JMD in accordance with the project requirements. Under the current Covid-19 conditions, communication will be through the use of video conferencing, phone calls, and e-mails. The project team will continually discuss project issues,

progress, and reviews on a periodic basis to meet each project milestone. The ultimate objective is to lead our team and the various project consultants to the desired objectives through effective and timely communication.

Our Project Manager's experience with the City confirms that the best way to minimize delays and address unforeseen problems is to proactively communicate with the City's Public Works Director to alert him of potential issues. Our Agency Advisor/Liaison will ensure that City staff is not overburdened with project task requests. Our project manager will ensure proper communication and documentation through meetings, email, and telephone conversation minutes for project record.

Project Management

For the project development work, we propose to use a Project Management and Control System that we have used successfully on similar transportation infrastructure projects. The monitoring and controlling of schedules and budgets will provide a means to ensure that the proposed work plan is implemented effectively in an efficient and timely manner. JMD understands the requirements of Federally funded projects and is prepared to assist City staff with any documentation necessary for project reporting.

The core of JMD's system is a monthly Project Management Report comprised of two sections:

- **Status Report** - Arranged by task, this report discusses budget and schedule; issues which need to be resolved; coordination required between the project team, client staff and other agencies; and actual versus planned progress.
- **Project Control Report** - This is a computerized report which tracks budget and schedule and is refined and customized to meet the specific project needs. This report is issued monthly and can easily be produced more often, if required, for more frequent project control.

It is critical that the project management system be flexible and able to accommodate scheduling adjustments that may occur. Our management system is tailored towards this program's specific needs and can be adjusted if needed. In the event of a schedule shift, a recovery plan will be developed and implemented to either meet the original milestone dates or other dates mutually agreed to by the City and JMD. The schedule will provide a tool with which the Project Director can closely monitor the scheduled



timing of each task and permit overall management control of the project.

Project Scope, Schedule, and Cost Control

The monitoring and controlling of project scope, schedule and cost will provide a means to ensure that the proposed work plan is implemented in an efficient and timely manner.

Initially, the scope of work will be carefully negotiated with the City to ensure that we understand your intent and expectations for the project. The negotiated scope will be translated into a written format with identified budgets, milestones, and deliverables. Anticipated exclusions and items to be provided by the City, Caltrans and other public agencies will be defined, reviewed, and discussed. A detailed project schedule will be developed and outline the significant project milestones and their estimated completion date based on our experience with similar projects with local agency oversight and approval. Control of scope, schedule and cost will be achieved using the following Project Management Control System that JMD managers are using successfully on similar projects. The core of this system is a monthly Project Management Information System comprised of the following three elements:

Critical Path Method (CPM) Schedule

JMD has in-house staff with expertise in Microsoft Project Planner. A comprehensive project schedule will be initiated by our Project Manager and will serve as the controlling document for tracking progress of the work. This schedule will form the framework for measuring our actual performance to planned performance and can be used for periodic updating of the City's work plan and financial planning. The project team will meet prior to beginning work on the project to collectively determine the smaller work tasks required to complete the major work activities as established in the scope of work. A sequencing plan of these smaller work tasks, using precedence format, will be developed which, in turn, will determine the overall schedule. The series of work tasks and resulting schedule will be diagrammatically exhibited as a Critical Path Method (CPM) flow chart. This flow chart, which highlights the critical path, will be used to determine the intermediate project milestones.

Project Control Report

Prior to beginning a project, the Project Manager will prepare a Project Control Document which defines

major tasks, subtasks, milestone submittals and task budgets. This information is entered into our centralized accounting system that provides the Project Manager with a weekly report on project budget status based on weekly timecards and direct expense information. The Project Manager estimates project completion weekly and compares estimated with actual project expenditures to date. This comparison gives the Project Manager a weekly "snapshot" project cost evaluation. The Project Manager, with assistance from Project Engineers and subconsultants, will prepare a monthly cost-to-complete estimate that is a valuable tool in keeping a project on budget and validating the Project Manager's estimate of project progress.

Project Status Report

Arranged by task, this bi-weekly internal report discusses budget and schedule; project issues which need to be resolved; coordination required between the project team, City staff and other agencies; and actual versus planned progress.

Quality Management

Quality Management or Quality Control/Quality Assurance is a process that begins with the preparation of the proposal and signing of the contract. Understanding the City's requirements and expectations is the first step in providing a quality project. JMD will follow the City's QA/QC procedures but, if necessary, may also rely on its own QA/QC procedures to supplement those by the City.

JMD has developed an office environment and philosophy which encourage quality. Our quality assurance program includes preparation of a Quality Control (QC) Plan for each individual project which specifies the responsibilities, requirements, and procedures for quality control. The plan is modeled after the ASCE publication, "Quality in the Constructed Product," is flexible, and can be modified to respond to specific client requirements.

JMD's quality assurance program provides:

- A quality review team for the project. The quality review team is responsible for monitoring adherence to procedures and practices by:
- Surveillance of project activities along with document reviews proving their performance,
- Verification of calculations and other analytical work, and



- Independent auditing to check that quality control and technical procedures are being properly implemented and followed.
- Duties and responsibilities of those personnel in the organization having significant quality assurance responsibilities (i.e., Principals, Project Managers and QA/QC Managers).
- Value engineering on projects of significant value to avoid unnecessary project costs.

Controlling quality is achieved differently for each service category but the end result is the same – producing quality service, deliverables, and results.

Traffic and Transportation

In the case of traffic and transportation projects, the ultimate goal is producing quality contract documents that ensure timely construction, minimal to no change orders and result in scope adherence. A Traffic Project Process Flow Chart is illustrated in *Figure 2* below.

Plan Checking

Controlling quality for plan checking services is best achieved by assigning highly experienced staff who have a solid technical background, knowledge of the City's requirements and preferences as well as a clear understanding of the process, shown in *Figure 2*, to guide the applicant in a clear and direct manner.

Construction Management

Controlling quality during construction requires a team focused on meeting the following quality indicators:

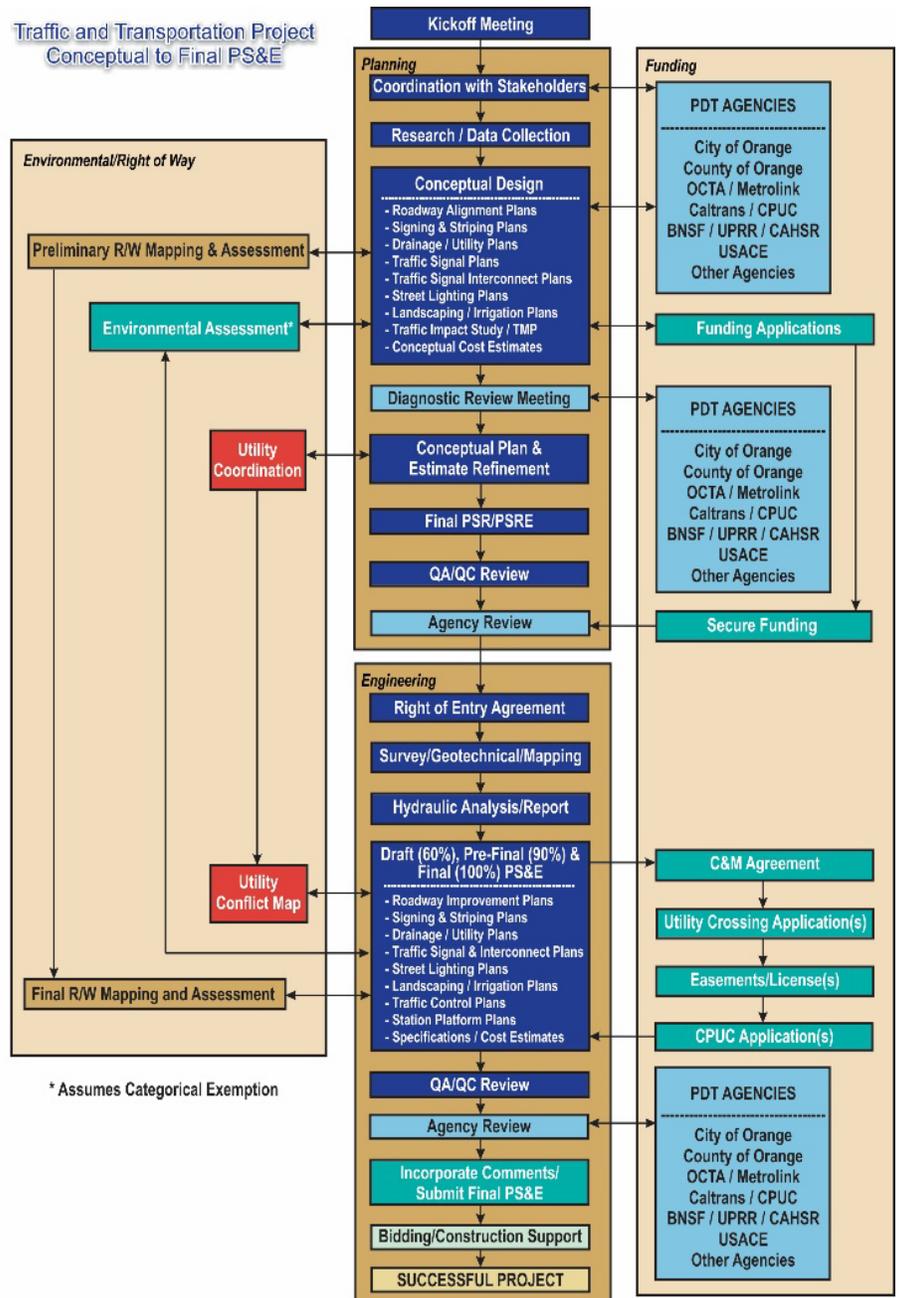
Visual – achieving quality workmanship through past experience.

Measure – measuring the Contractor's progress and anticipate the Contractor's efforts to catch potential deviations or mistakes.

Enforcement – providing the perfect balance of contract document adherence with the right level of inspection to meet the project's intent.

Results – relying on daily tracking to keep the project within budget (i.e., no change orders), on schedule and aesthetically pleasing to the City.

Figure 2 – Traffic Project Process Flow Chart





HOURLY RATE SCHEDULE

<u>JMD Personnel</u>	<u>Position/Title in Company</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>
<u>Off-Site</u>						
Juan M. Diaz	Principal/Rail/Transit	\$266.00	\$274.00	\$282.00	\$290.00	\$299.00
Peter Kim	Sr. QA/QC Manager	\$248.00	\$255.00	\$263.00	\$271.00	\$279.00
Jack Shah	QA/QC Manager	\$244.00	\$220.00	\$227.00	\$234.00	\$241.00
Lan Saadatnejadi	Project Engineer - Highways	\$237.00	\$219.00	\$226.00	\$233.00	\$240.00
Algis Marciuska	Sr. Project Manager/Technical Adv.	\$234.00	\$231.00	\$238.00	\$245.00	\$252.00
Steven Itagaki	Sr. Project Manager - Traffic	\$195.00	\$223.00	\$232.00	\$241.00	\$251.00
Ivan Salvatierra	Sr. Project Manager - Civil	\$195.00	\$223.00	\$232.00	\$241.00	\$251.00
Sherri Terrell	Marketing Manager	\$112.00	\$128.00	\$133.00	\$138.00	\$144.00
Gilbert Figueroa	Project Engineer	\$141.00	\$145.00	\$151.00	\$157.00	\$163.00
Luis Castañeda	Assistant Project Manager	\$132.00	\$151.00	\$157.00	\$163.00	\$170.00
Deepak Solanki	Project Manager	\$168.00	\$142.00	\$148.00	\$154.00	\$160.00
Greg Andrade	Sr. Designer	\$141.00	\$111.00	\$115.00	\$120.00	\$125.00
Dana Dardoon	Engineer III	\$92.00	\$105.00	\$109.00	\$113.00	\$118.00
Chapman Lee	Engineer II	\$89.00	\$101.00	\$105.00	\$109.00	\$113.00
Rafael Rincon	Engineer II	\$75.00	\$86.00	\$89.00	\$93.00	\$97.00
Albert Cisneros	Engineer I	\$81.00	\$93.00	\$97.00	\$101.00	\$105.00
Gabriel Macias	Engineer I	\$76.00	\$87.00	\$90.00	\$94.00	\$98.00
Jasmine Felix	Administrative/Clerical	\$73.00	\$83.00	\$86.00	\$89.00	\$93.00
<u>On-Site</u>						
Mike Paieri	Sr. Construction Inspector	\$184.00	\$132.00	\$137.00	\$142.00	\$148.00
Deepak Solanki	PM/Plan Checker	\$134.00	\$142.00	\$148.00	\$154.00	\$160.00
Henry Completo	Development Reviewer	\$119.00	\$142.00	\$148.00	\$154.00	\$160.00
Frank Sanchez	Project/Construction Manager	\$144.00	\$147.00	\$153.00	\$159.00	\$165.00
Tom Geary	Sr. Construction Inspector	\$120.00	\$132.00	\$137.00	\$142.00	\$148.00
Rick Barajas	Sr. Construction Inspector	\$148.00	\$137.00	\$142.00	\$148.00	\$154.00
Arjan Idnani	Construction Inspector II	\$139.00	\$123.00	\$128.00	\$133.00	\$138.00
John Moon	Construction Inspector I	\$89.00	\$123.00	\$128.00	\$133.00	\$138.00
<u>Reimbursable Costs</u>						
Photo Copies (B&W)	\$0.24/Each					
Photo Copies (Color)	\$0.39/Each					
Bond Prings (24"x36")	\$5.00/Each					
Mileage*	\$0.70/Mile					

***Assumptions:**

1. Rates are effective January 1,
2. Mileage rate per IRS.

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 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 general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,00000) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties. Notwithstanding any other provision of this Agreement, Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, adverse weather, or acts of the Client, third parties, or governmental agencies.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction. Any modifications made by 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 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.

I. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the

jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Kimley-Horn and Associates, Inc.
1100 W Town & Country Road, Suite 700
Orange, CA 92868
Attn.: Jason Melchor, PE

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 714-705-1331
E-Mail: jason.melchor@kimley-horn.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

CITY OF ORANGE, a municipal corporation

*By:  Digitally signed by Darren Adrian
Date: 2025.11.03 13:35:07 -08'00'

By: _____
Daniel R. Slater, Mayor

Printed Name: Darren Adrian, P.E.
Title: Senior Vice President

*By:  Digitally signed by Jason Melchor
Date: 2025.11.03 13:14:03-08'00'

ATTEST:

Printed Name: Jason Melchor, P.E.
Title: Assistant Secretary

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.

√

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.

ON-CALL TRAFFIC ENGINEERING SERVICES

Request for Proposal No. 24-25.24



Our team’s key personnel are very familiar with the services expected under this on-call contract. Below, we have provided a matrix illustrating the depth of their service familiarity.

Service Familiarity	Key Personnel											
	Jason Melchor, PE	Sri Chakravarthy, PE, TE	Jean Fares, PE	Carla Aboud, PE	Ryan Calad, PE, TE	Alyssa Phaneuf, PE	Darryl dePencier, AICP, GISP, RSP ^{2B}	Jim Roldan, TE	Matt Stewart, PE, TE	Laura Forinash, PE, TE	Sarmad Fajjo, PE	Olga Polunin
Traffic Studies	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Traffic and/or Parking Study Review for Private Developments	✓	✓	✓	✓	✓		✓	✓	✓	✓		
Traffic Signal Design	✓	✓	✓	✓	✓			✓	✓	✓		
Traffic Control Plans (TCPs)	✓	✓	✓	✓	✓			✓	✓	✓		
Plan Check for Capital/Development Projects and TCPs	✓	✓	✓	✓	✓			✓	✓	✓		
Street Light Design and Plan Check	✓	✓	✓	✓	✓			✓	✓	✓		
Signing and Striping Plans	✓	✓	✓	✓	✓			✓	✓	✓		
Traffic Signal and Street Lighting Construction Inspection	✓	✓	✓	✓	✓			✓	✓	✓		
Construction Management and Engineering	✓	✓	✓	✓	✓			✓	✓	✓		
Technical Support for Funding and Grant Application	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Grant Funding Oversight	✓	✓	✓		✓	✓	✓		✓	✓		
Intelligent Transportation Systems (ITS) Design	✓	✓	✓	✓	✓	✓		✓	✓			
Traffic Signal Timing and Coordination Studies	✓	✓	✓		✓				✓			
Traffic Counts and Data Collection	✓	✓	✓	✓	✓			✓	✓	✓		✓
Neighborhood Traffic Calming Studies, Warrant Studies, and Traffic Investigations	✓	✓	✓	✓	✓		✓	✓	✓	✓		
Special Studies, Civil Design, and On-Site Support	✓										✓	
General Municipal Traffic Engineering	✓	✓	✓	✓	✓			✓	✓	✓		

Per the RFP’s instructions, we have provided resumes for our key personnel in the **Appendices**.

Subconsultants

To provide the City with the depth of resources necessary to deliver services under this contract, Kimley-Horn has teamed with one experienced and skilled subconsultant firm, **Aim Traffic Data LLC (AimTD)**, to supplement our in-house team. Not only does this firm have a long history of providing their services to municipalities and public agencies, but they also understand the local environment and have strong working relationships with members of the Kimley-Horn team, as they have supported us on other on-call contracts and projects.

AimTD | Traffic Counts and Data Collection

Founded in 2012, AimTD—a certified Disadvantaged Business Enterprise (DBE)—has more than 13 years of experience providing accurate traffic data collection. Based on Anaheim, they conduct more than 10,000 traffic counts annually throughout California and have traffic data collection contracts with many municipalities and private engineering firms. Orange County public agencies they have served include the Cities of Orange, Santa Ana, Tustin, Yorba Linda, and Mission Viejo as well as the Orange County Transportation Authority (OCTA).





H. Work Plan

Understanding of the Scope of Services

Kimley-Horn understands that under this contract, we would provide a variety of traffic engineering services to the City on an on-call basis. These services include, but are not limited to:

- Traffic studies for capital projects
- Traffic and/or parking study review for private developments
- Traffic signal design
- TCP preparations
- Plan check for capital/development projects and TCPs
- Streetlight 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
- 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

We have thorough knowledge in traffic signal, signing and striping, traffic control, traffic signal timing, ITS systems, and streetlight design, in addition to federal, state, and local funding and policies, including OCTA Comprehensive Transportation Funding Program (CTFP) requirements, many of which we have completed in the City and under our current on-call traffic engineering services contract.

We are familiar with and understand that design work and improvement plan check services will be performed by a California licensed professional engineer (PE). Our City business license is current, and we understand that it will need to be valid throughout this contract's duration. We also understand that each task order issued under this contract will be compensated on either lump-sum or time-and-materials basis, with the method of payment specified by the City at the time the task order is issued.

We are familiar with the response times related to plan checks to be completed within 10 working days, unless otherwise directed by the City. Each subsequent plan check will be completed within 5 working days unless otherwise directed by the City. These are typical timeframes we have experienced with agency on-call contracts.

Finally, we understand that a City representative will provide the specific scope of work for each task order in a written transmittal along with a follow-up phone call or meeting. Within 5 business days of receipt of this transmittal, we will provide the City with a proposed level of support along with a not-to-exceed cost. Similar to what we have done on task orders with the City, and since our office is a few minutes away, we prefer to meet face-to-face to discuss the task order.

Over the course of the work, we understand that we are to act as an extension of City staff and may be required to attend meetings with other jurisdictions, City departments, or public outreach events if a task order requires this extra coordination.

Proven On-Call Contract Approach

Kimley-Horn has a strong history of providing on-call services to public agencies statewide and nationwide, and our staff is organized to address the needs of a wide range of task orders. Our experience completing on-calls has provided an in-depth understanding of typical considerations that help meet task order goals and promote success. Our approach to on-call contracts is based on developing a team-oriented approach to the task order review process. Key characteristics that distinguish Kimley-Horn include:

- **Single point of contact** for the City to contact to request task order proposals, get status updates, coordinate task orders, and provide additional information for dissemination to the task order team
- **Rapid mobilization of staff** for each City request, including immediate identification of the key personnel needed for each task order. The availability of a wide range of in-house staff provides efficiency and consistent quality of the technical analyses.
- **Ongoing communication and consultation** to address issues that arise during the execution of a task order. The collaborative process maintains task order progress and results in end products that align with City goals.
- **Commitment of senior level management** to the task order to provide close coordination with the City, confirm technical accuracy, and carefully monitor budget and schedule compliance
- **Responsiveness** to any significant issues of concern raised by responsible and regulatory agencies and the public
- **Flexibility** to tailor our approach to meet the specific needs of each task order and the City

ON-CALL TRAFFIC ENGINEERING SERVICES

Request for Proposal No. 24-25.24



We tailor each on-call task assignment's scope of services specifically to the needs of the individual task order and the City. Our familiarity with local standards, agencies, and deep history and experience of delivering capital improvement projects for various local agencies will help us determine what will be necessary to assist the City with each task order. We will approach each task order in the same diligent and comprehensive manner.

Upon notice-to-proceed (NTP), the appropriate staff will be assigned by Kimley-Horn's contract manager, **Jason Melchor, PE**, to accomplish the task order within the agreed upon timeframe. One of the advantages that our team provides is the ability to assign the right staff to each task. Our team can draw from a multitude of disciplines and resources to complete each assignment—whether the task is relatively minor, requiring only a few people in a single discipline, or a complicated task requiring numerous people and multiple disciplines. A task manager will be assigned to each task, and they will work closely with Jason to get the task order completed on time and within schedule.

Contract Management

Pursuant to an authorized task order, Kimley-Horn will provide the required services and necessary resources to satisfy appropriate agencies and required compliance with applicable federal, state, and local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, and guidelines applicable to our services and deliverables.

From the beginning, we will cultivate a thorough understanding of the City's objectives and review readily available information. For each task order, we will enhance our understanding of needs and constraints by visiting the task order site, as needed. This will also help reduce the potential for unneeded engineering and costly change orders. We will identify and refine the scope of services for each task order, and the cost will be based on the specific rates of compensation provided in the contract and the amount agreed upon by us and the City for each task order. The City's contract administrator shall confer with our contract manager, **Jason Melchor, PE**, to establish the total negotiated fee, including expenses, for the specific task order and the corresponding completion date.

While every task order presents its own unique needs and challenges, we have provided a workflow chart below for a typical City task order to demonstrate our methodology. This approach applies to any design or management task order and will be adjusted as necessary to meet the specific task order needs based on the services required. Once a task order is identified, the applicable tasks can be tailored to meet specific needs for the City's on-call work. We understand that these needs may be initially outlined by City staff and/or may be revised as work transpires with the City. Our experience completing on-call design task orders has afforded our team an in-depth understanding of typical design considerations that help meet task order goals and promote success.



Kimley-Horn utilizes these task order management strategies throughout the life of a task order:

- **Pre-Design.** A typical design process entails submittal of a pre-design report or memorandum that establishes and memorializes the basis of the impending work. We provide a feasibility level opinion of probable cost (OPC) at this stage to validate the City's construction cost estimates and budget. The pre-design report is circulated to the City and the task order stakeholders before proceeding to the next phase of the task order.
- **Conduct Field Work and Data Gathering.** A crucial part of our design process is getting our technical experts in the field to observe operations and gather detailed field information essential to the design. Our objective is to be well informed on the issues associated with every task order and to identify potential improvements in a real-world setting. This stage also includes topographic survey, geotechnical investigations, and utility and record drawing gathering.
- **Meetings and Communication.** Kimley-Horn will hold weekly internal milestone meetings with our staff to discuss task order schedules, deadlines, and impending staff workloads. Our weekly goal is to keep the task order schedule at the forefront, so deadlines are anticipated and met throughout the task order. If necessary, we will bring in additional staff resources from other offices.

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- **Deliverables.** Deliverables are submitted to the City according to the task order schedule. Depending on the task order's complexity, these deliverables are typically associated with submittal stages, particularly for design task orders. A preliminary engineer's estimate for construction would accompany each submittal to support the task order budget and address alternatives.
- **Specifications.** Our team will develop task order technical specifications to accompany task orders prepared for contractor construction. We are intimately familiar with City's Master Technical Specifications document as well as writing Caltrans specifications.
- **Permitting.** During a task order's final design phase, we will prepare the complete construction documents suitable for competitive bidding. Pre-permit application meetings will be updated as the task order details are developed. These pre-permit application meetings will be held with the appropriate regulatory/review agency, and we will prepare permit applications. At a task order's permit applications phase, applications for necessary task order permits will be provided, and permit approvals will be pursued.
- **Construction Phase.** If the task order is construction-related, our services will continue through the bid/construction phase. We can respond to bidder or contractor requests for information (RFIs) regarding plan interpretation or field condition issues, review material submittals, provide input on change orders, and prepare design revisions. Kimley-Horn can also provide regularly scheduled field visits to review the advancement of field work relative to the intent of the task order documents.
- **Cost and Schedule Control.** Kimley-Horn has a Management Information System (MIS) that provides Jason and our task managers with a set of task order control tools to manage schedule, costs, and earned value and provide accurate billing. The MIS includes automated budget tracking to allow tighter fiscal control over all tasks and helps Jason and the task managers maintain control of schedule, budget, and expenses. Each task order's work plan and specific details are entered into MIS, including expenses and labor—the system can then provide an up-to-date status report on each task order twice a month. This monitoring capability helps the on-call coordinator evaluate a task order's workload requirements and develop accurate effort estimates.

At Kimley-Horn, the overall approach for a task order begins with an initial scoping meeting, development of the fee proposal, and a clear understanding of the task order expectations and deliverables. The scope of work in the next section demonstrates how these key components will be incorporated into our task order management approach for this contract. Tasks and timeframes may change somewhat depending on the final task order selection by the City. This typical sequence serves to illustrate our team's understanding and plan for managing each task order assignment.

Note: While these task order milestones are the key steps in successful task order completion, we believe the best-run task orders are those with effective communication. We prepare monthly status reports and meet with City staff as often as necessary to make certain that your questions and concerns are being properly addressed. We will create and maintain a simplified critical path method schedule, updating it as needed to manage the task order and as requested by the City. When numerous task orders are running concurrently, we have also found that bi-weekly calls with client staff are helpful in maintaining communication and holding the design team accountable.

Contract and Task Order Controls

Contract and task order controls are essential to the successful delivery of task orders within the schedule and budget. Kimley-Horn recognizes the importance of having a robust project controls system in place and currently utilizes a project controls process that incorporates contract level and task order level elements required to manage and deliver task orders in an effective and efficient manner. We are committed to continuing to refine our project control process as contract and task order needs evolve.

Contract Level

Our contract manager, **Jason Melchor, PE**, will provide oversight for the task managers and will be responsible and accountable for making sure adequate resources are available to complete task orders on time and within budget, in addition to planning for upcoming work. As such, Kimley-Horn has established a set of task order control tools that our contract and task managers utilize to manage schedule, costs, resource needs, earned value, identify risks, and provide accurate billing in a manner that meets the City's requirements. The key tools include the following:

- **Resource Planning:** Our weekly, monthly, and 6-month "castaheads" system is used on a firmwide basis to forecast workloads, availability of staff, and identifies key resources required for successful project and task order delivery. This system gives us the ability to manage workload peaks and valleys, and we take proactive steps to keep projects and task orders on track. With access to more than 8,500 employees across the firm, Jason is able to re-allocate staff in an as-needed situation to seamlessly meet the contract and task order's needs.
- **Document Control:** We use a document control system in which electronic copies of task order deliverables and significant task order communications are filed and tracked by the task order number and key words. Our streamlined electronic filing system includes records of meetings and data shared; documentation of design decisions; and data collected and/or provided by others, allowing us to quickly locate task order records and respond to your requests in a timely fashion. In addition, Kimley-Horn offers our proprietary project management platform called SMARTS that, at the City's discretion, can help our team and the City

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achieve seamless coordination on task orders of all types and sizes. Many of our clients and internal team use SMARTS to collaborate between status calls, track updates to keep projects/task orders on schedule, and run custom reports to inform meetings with stakeholders. SMARTS is flexible and scalable to meet client and team needs, and task order data can be stored, organized, and filtered across people and programs, giving all individuals involved a single source of up-to-date task order information.

- **Schedule Monitoring:** Our team utilizes a variety of tools to manage schedule adherence, as dictated by the requirements of each task order. The various scheduling tools used by our team include Primavera and Microsoft Project, and they provide our contract and task managers with effective tools for internally managing the task order, allowing up-to-date task order schedule information to be available to the City as requested.
- **Cost Estimating:** We understand that the cost estimates we provide will ultimately be used by the City and cooperating agencies to make important decisions regarding the expenditure of significant public tax dollars. We have extensive experience estimating costs for public works projects. To the extent possible, our estimates are based on unit prices taken from recent similar projects/task orders in the region, including costs contained in the Caltrans database. We will also work with City staff to identify other recent projects/task orders that may have helpful, recent bid prices. For projects/task orders with unique items of construction for which no local recent bid can be identified, we turn to our nationwide experience to obtain either comparable bid prices (if possible) or informed professional opinions as to probable cost. Our confidence in the reliability of our cost estimates is based on a track record of proven success. We have been highly successful in obtaining construction bids that are at or slightly below the engineer's estimate.

Task Order Level

Our contract and task managers are held accountable for task order delivery, including quality, scope, budget, and schedule. As such, we have a set of task order-specific tools that they use to manage schedule, costs, resource needs, earned value, and identify risks.

- **Budget and Expenditure Monitoring:** Kimley-Horn's MIS provides our contract and project managers with a set of project control tools to manage schedule, costs, earned value, and provide accurate billing in a manner that meets City requirements. As we previously detailed, our contract and task managers use our MIS to monitor the progress of task orders on a bi-weekly basis. Additionally, Kimley-Horn uses daily electronic timesheets. This practice allows us to accurately track and bill our time; allows task managers the ability to check progress daily; and maintains compliance with federal auditing requirements set by Defense Contract Audit Agency (DCAA).
- **Earned Value:** As part of the MIS system, Kimley-Horn has a "Cost to Complete" tool, which is updated monthly to allow contract and task managers the ability to monitor earned value against task order budget. Task managers are required to fill in their expected "cost to complete" on a mid-month basis, which provides an additional milestone for monitoring actual versus predicted expenditures.
- **Risk Management:** At Kimley-Horn, we take steps to anticipate, understand, and have a plan to successfully manage task order risks, which has been a key to our team's success. We employ a similar strategy to the Caltrans Project Risk Management Plan on our task orders.

Scope Control

We have a three-part, proactive approach to managing and controlling task order scopes.

1. **Maintaining consistent communication and coordination with the City project manager and key stakeholders from task order initiation to closeout.** Regular interfacing with the City project manager is the best way to control scope and budget creep, limit task order surprises and/or risks, and understand potential changes in the task order's needs. Task order communication levels required for successful task order delivery will vary depending on the size and scope of the task order.
2. **Establishing a clear definition of the scope.** It is imperative that both the City project manager and Kimley-Horn contract and task managers have the same task order understanding and expectations at the start of a task order. Over the years, we have developed a solid understanding of the task order process and have tailored our approach to task order scopes and fees accordingly. A clearly defined scope and fee helps so that expectations of both the City project manager and Kimley-Horn contract and task managers can be met, and that task orders can be delivered more efficiently.
3. **Regularly monitoring and updating the work plan created at the start of each task order.** The task order work plan is tailored to the specific type and size of task order, and includes basic information such as task order scope, budget, and schedule as well as additional task order-specific items such as: document control, quality control/quality assurance (QC/QA), risk management, staffing, and communication plans.

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QC/QA

At Kimley-Horn, quality is essential to all phases of a task order life cycle, including inception, planning, design, construction, and operations. Kimley-Horn measures the success of our quality by the following metrics:

- Client satisfaction
- Limited construction change orders
- Construction costs near our engineers' opinion of costs
- Task order delivery within schedule and budget

To achieve the above metrics, we actively implement our firmwide QC/QA policies and procedures on all of our contracts and task orders.

- **Quality of Scope and Schedule:** Quality starts with a mutual understanding of project/task order goals and deliverables. Our team includes technical specialists who provide senior-level review of the scope of work, budget, and schedule before they are presented to the City.
- **Quality of Planning and Preliminary Engineering:** We listen to our clients and tailor our task order to the requirements of the end user. Where applicable, we coordinate closely with the ultimate user throughout the life of the task order. Our teams emphasize consensus-building with the key task order stakeholders early to aid in the basis of design's development. We use proven tools to help communicate and visually represent the end product, such as visual simulations, operational modeling software, material boards, and architectural renderings.
- **Design Quality:** The true test of the quality of a design occurs during construction of the task order. Anything missing from the design or ambiguity on the plans or in the specifications is found by the Contractor. Our goal is to minimize construction changes through a thorough and complete QC/QA process prior to and during the design. Kimley-Horn's QC starts with experienced, proficient professionals who know how to implement innovative, cost-saving ideas and employ task order management practices that have proven to be successful. Key parts of quality control during the design process are field visits and site knowledge, understanding of regulatory and funding requirements, and technical knowledge.
- **Project/Task Order Construction Bids:** Kimley-Horn's quality control measures focus closely on construction estimates. Our team has extensive resources and recent experience that we combine with unit prices taken from recent similar projects/task orders to create our engineer's opinion of probable construction cost. The quality and accuracy of our estimates is the result of our early efforts to define the basis of design assumptions and identify technical methods. Reviews by senior technical staff help to provide the quality of the estimate. We are proud of our success rate—our recently bid projects/task orders have consistently come in at or slightly below the engineer's estimate.
- **QC/QA Implementation:** The QC/QA plan that Kimley-Horn and our subconsultants will follow in the execution of services prepared under this contract is currently being utilized successfully on our other local public contracts and includes the following six key elements:

- **Structure:** Each QC/QA plan includes the contract manager (responsible for the overall quality of the task order), task managers (engineers responsible for discipline design development), and a QC/QA manager (responsible for verifying that the QC/QA plan is being implemented and followed).
- **Procedures:** As demonstrated by the sample design review checklist on the following page, intra-disciplinary checking of documents will be performed by a competent individual within each discipline other than the designer. We have established a color-coded comment process that involves the following steps: an initial check (performed by the checker); a review of comments so that suggested changes to the documents are given adequate consideration and the resolution is documented (performed by the designer); a review so that changes to the documents are completed in the original documents (performed by the designer); and finally, a review so that changes to the documents are completed accurately (performed by the checker).
- **Inter-Disciplinary Reviews:** Inter-disciplinary reviews and coordination are performed throughout the task order and prior to key submittals, when senior staff from the various discipline groups are brought together to discuss and comments on the interaction of the overall project/task order elements.
- **Quality Assurance Audit:** The QC/QA manager will be responsible for conducting a QC/QA audit after completion of the checking and review process and prior to the submittal of any document or deliverable.
- **Deliverables and Document Control:** The task manager will manage the submission of design documents after the QC/QA audit is complete and at milestone completion dates.
- **Corrective Action Measures:** Corrective action measures will be taken if incorrect or nonconforming work is discovered in deliverable items that have already completed the QC/QA process



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Plan Checking

Process

We have developed a design plan checklist for review to utilize alongside the City's plan check list. When notified by the City of a plan submittal, we will schedule a pick-up of the plans for delivery to our office, and then check for completeness of the plan submittal, log the plan set, and distribute for plan check. The first plan check will be completed within 2 weeks or less and will be returned to the City. The returned plans will contain "red line corrections" and written comments. We will follow the City's templates for written comments to be consistent across the board with the other City Consultant's. Task orders will be referenced by task order number and street address or per the City's instruction. When the plans are returned and resubmitted for review, the second plan check will be completed within 2 weeks or less and will be returned to the City. If all corrections are made, we will provide a positive statement that the plans are ready for permits to be issued. If a third plan check is required, we will advise the City and, if appropriate, will schedule a meeting between the design engineers, project owners, City staff, and plan checker to resolve any outstanding issues. We will document and log task orders for tracking purposes. Upon completion and issuance of permits, the complete task order file will be returned to the City for record retention.

We intend to provide the City and its customers with quality plan checking services. Based on our previous experience with similar types of services, we understand the importance of the first round of the plan review. Our goal is to have a comprehensive review on the first plan checking. Below is a detailed time frame of a typical project/plan check task order:

1. Within 2 business days of receipt of the City's transmittal, Kimley-Horn will provide the City with its proposal for the level of support along with its NOT TO EXCEED fee for the individual task order.
2. For an average size and complex task order, each plan check submittal will be completed in 10 working days from the date of notice to proceed. Larger and more complex task orders' plan checking will be completed in 15 working days or as agreed with the City.
3. Expedited plan review submittal will be completed in a 5-working-day turnaround or as agreed with the City.

Kimley»Horn		DESIGN REVIEW CHECKLIST					
Checker (Print Name) _____	Organization _____	Package Name _____	Sheet _____	of _____			
Contract _____		Contract No. _____	Date _____				
<small>I have reviewed the (drawings/specifications/calculations) for items checked on the following list. The items checked were found <input type="checkbox"/> generally acceptable <input type="checkbox"/> generally deficient <input type="checkbox"/> acceptable with exceptions) for the level of detail and completeness required of this submittals. I recommend this submittal be <input type="checkbox"/> accepted <input type="checkbox"/> reworked</small>							
Signature _____							
SUBMITTALS STATUS: € INTERMEDIATE (35%) € PRE-FINAL (65%) € FINAL (100%)							
ALL DRAWINGS	OK?		NOTES <small>*If "N" was checked explain why</small>	REQUIRED			
	Y	N*		35%	65%	100%	
Design Criteria							
1. Check all design features, parameters, etc. for compliance with Performance Specifications				✓		✓	
2. Check and update all related interfaces in the Systems Interface List;					✓	✓	
3. Check compliance with current Design Directives list.				✓	✓	✓	
Codes, Standards, Etc.							
1. Check compliance with third party requirements				✓	✓	✓	
2. Check compliance with fire, life & safety requirements				✓	✓	✓	
3. Check compliance with applicable codes & standards				✓	✓	✓	
4. Check agreement with referenced vendor drawings and documents					✓	✓	
5. Check compliance with response to design review comments				✓	✓	✓	
6. Check compliance with CADD standards (sizes, font, weight) (Ref. CADD Manual)				✓	✓	✓	
7. Check proper use of referenced standard drawings				✓	✓	✓	
General							
1. Check sheet size				✓	✓	✓	
2. Check title block and border for correct format and size, design consultant name, submittal level and date, design by, drawn by, checked by, drawing titles and numbers.				✓		✓	
3. Check title block for client name, project name, contract number, sheet index, revision data, number & date, and proper sheet order.				✓	✓	✓	
4. All information is inside printing margins and the drawing image is inside the drawing border and title block				✓		✓	

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Coordination

We understand the importance of efficient and timely progress of all plan check processes; therefore, our engineers and managers advocate a proactive approach and teamwork among all stakeholders, including City staff, private engineers, developer representatives, residents, various City offices, utility companies, and other involved entities. Kimley-Horn's contract manager will be in constant communication with City staff to provide status updates as well as continuous monitoring of the progress of work.

Before initiation of work, if necessary, we will request a meeting with the City staff to coordinate the required level of effort leading to the task order's successful and timely delivery.

Kimley-Horn's contract manager and engineers will also attend meetings with the City staff and other stakeholders as requested by the City during the task order. We will maintain complete, accurate, and updated task order files in electronic (PDF) files. Plan check hard copies will be turned over to the City after completion of the plan check process.

In addition to continuous communication with Staff, we will provide the City with written monthly reports, including plan check logs. After task order commencement, we will conduct an in-house coordination for all team members to fully understand the scope of services, expectations of City staff, turnaround time standards, applicable standards, and approval process by involved agencies.



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$145 - \$175
Analyst II	\$185 - \$220
Professional	\$215 - \$250
Senior Professional I	\$265 - \$345
Senior Professional II	\$360 - \$430
Senior Technical Support	\$130 - \$310
Technical Support	\$105 - \$180
Support Staff	\$95 - \$160

BR00PUSTD.A.001

Effective through June 30, 2026. Subject to annual adjustment thereafter

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

Sub-Consultants will be billed per the Contract



Name of Subconsultant: AimTD LLC
Subconsultant for: Kimley-Horn
Schedule of Rates Quote Date 7/3/2025

Personnel Name	Staff Classification	Experience	Qualifications and Certifications	Fully Loaded Hourly Rate
Javier Correa	Technician	OCTA, LADOT, SCAG projects	Traffic Data Collection: TMC and ADT Counts	\$65.00
Vitalii Yarmolenko	Technician	OCTA, LADOT, SCAG projects	Traffic Data Collection: TMC and ADT Counts	\$65.00
Ed Polunin	Project Manager/ Senior Technician	OCTA, LADOT, SCAG projects	Project Management and Traffic Data Collection	\$95.00
Olga Polunin	Project Director/Data Collection Manager	OCTA, LADOT, SCAG projects	Project Management and Traffic Data Collection	\$100.00

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 KITTELSON & ASSOCIATES, INC., an Oregon corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the professional standards and practices prevalent in Contractor’s profession. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms

of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability

insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Kittelson & Associates, Inc.
750 The City Drive, Suite 410
Orange, CA 92868
Attn.: Timothy A. Erney

Telephone: 714-468-1997
E-Mail: terney@kittelson.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

KITTELSON & ASSOCIATES, INC.,
an Oregon corporation

CITY OF ORANGE, a municipal corporation

DocuSigned by:
David Mills
*By: _____
Printed Name: *David L. Mills*
Title: *Vice President*

By: _____
Daniel R. Slater, Mayor

Signed by:
Larry Van Dyke
*By: _____
Printed Name: *Lawrence A. Van Dyke*
Title: *CFO*

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.

√

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.

H. WORK PLAN

Kittelson specializes in traffic engineering and planning. We strive to continually advance our knowledge and capabilities to provide our clients with the highest quality work and service.

Areas of Expertise

Kittelson is able to offer full traffic and transportation engineering services to support the City of Orange through this on-call contract, including:

- Traffic Operations. Level of service analyses, signal phasing and timing plans, intersection control evaluations (ICE), before/after analyses for transportation improvements, ramp metering feasibility plans/implementation, traffic impact studies, and traffic data collection.
- Development Services. Site assessments, site design and circulation studies, access control, parking layouts, transportation demand management plans, transportation management plans for construction, and public process and approvals support.
- Geometric Design. Planning, design and operations of intersections and interchanges; traffic signal design, signing & striping plans, and roundabout planning/design.
- Safety Analysis. Intersection safety evaluations, road safety audits, systemic safety analysis report (SSAR) projects, statewide safety programs and training courses, authorship of the Highway Safety Manual (HSM), and development of safety prioritization programs.
- Travel Demand Forecasting. Model updates for smart growth and multimodal evaluations, on-call travel demand modeling services, land use and roadway inputs, application of model output, development of growth rates, and regional model development.
- Transit Planning. Systems planning, transit operations assessments, transit corridor alternatives evaluations, transit station area planning, and transit funding and policy development.
- Multimodal Planning. Complete streets design, multimodal level of service, active transportation planning, first/last mile plans, alternative signing and striping plans, and performance standards.
- Bicycle and Pedestrian Planning. Bicycle/pedestrian master plans, bicycle/pedestrian safety analysis, bikeway design and engineering, alternatives analysis, before/after studies, universal/accessible design, and research.
- Planning and VMT Guidelines. Transportation elements of specific plans and master plans, travel demand estimates, impact analysis for CEQA/NEPA documents, and CEQA reform (including SB 743).
- Grant Application Support. Assistance with preparation of applications for funding from federal, state, and local grant programs; identification of viable public and private funding options; site visits and other information gathering; cost-benefit analysis for project prioritization; evaluation of projects for funding competitiveness; development of conceptual designs and cost estimates to support applications; writing and assembling of applications.

Traffic Engineering Studies

We are highly skilled at conducting traffic engineering studies to assess traffic operations and safety, access and circulation, signal warrants, and develop traffic signal coordination. The keys to our successful traffic study performance is our ability to:

- Apply the right technical analysis and tools at the right level of detail.
- Convey technical information objectively.
- Develop and apply evaluation methods that directly measure desired outcomes.
- Communicate results and recommendations clearly to stakeholders and the public.
- Develop implementable recommendations that have been field verified to ensure they can proceed easily into final design and implementation.
- Build consensus through the decision-making process that leads to implementation.

Traffic Engineering Capabilities

Our traffic engineering capabilities include:

- Multimodal traffic studies to assess capacity, needs, operations, circulation, and access.
- Stop control, HAWK, and traffic signal warrant studies.
- Safety evaluations.
- Conducting field studies and data collection to assess multimodal traffic conditions.
- Design of traffic control, including signals, HAWK, BikeHAWK crossings, and warning beacons for midblock pedestrian crossings.
- Design of roadway signing and striping, as well as plans for maintenance of traffic during construction.
- Evaluation of traffic signal operations and coordination/development of signal coordination plans.
- Design of intersection and roadway improvements, such as:
 - » Adding turn lanes, medians, bus pullouts, and transit stops.
 - » Reconstructing driveways.
 - » Fully reconstructing intersections and roadways.
 - » Improving pedestrian and bicycle facilities, including sidewalk, access ramps, signalized crossings, protected bike lanes, and bicycle boulevards.
 - » Implementing traffic calming features.
- Preparing construction bid items and specifications per City requirements and practices.
- Reviewing traffic plans (signals, striping, signing) and traffic impact assessments per City requirements and standards.
- Roundabout analysis and design.

Kittelson also offers:

- Life-cycle cost analysis of intersection treatments.
- Signal timing optimization for corridors and grid networks.
- Systemic safety analysis reports.
- Transit signal priority evaluations and implementation assistance.
- VISSIM assessments of multimodal alternatives.
- Intersection Control Evaluations (ICE)

Traffic and Roadway Design, Signing, & Striping

We are highly skilled at designing improvements that range from striping plans as part of pavement preservation projects to the full reconstruction of roadways and intersections. We are very knowledgeable and experienced with current design practices and standards for signing, striping, traffic signals, lighting, and roadway improvements.

Signing and pavement marking/striping can be low-cost alternatives that convey information, ensure safety, and provide overall direction to travelers. Kittelson uses the MUTCD as a guide when applying signing and pavement markings.

Traffic Forecasting

Kittelson has developed travel demand models (TDM) for states, MPOs, COGs, counties, and small urban areas across the nation. We have travel demand modelers specializing in developing TDMs from the ground up and using existing models to produce defensible model analysis and results. We have in-house experts in macro, meso, and micro travel modeling software, including TransCAD, TransModeler, EMME, Cube, VISUM, VISSIM, Vistro, Synchro, Dynameq, DTALite, and DynusT.

Traffic Signal Design & Coordination Evaluations

Kittelson has knowledge of national, state and local standards and manuals on signal design, and we always account for vehicular, pedestrian, and bicycle users. Further, we emphasize meeting PROWAG requirements and avoiding utility conflicts. At the national level, Kittelson is a key author of both the first and ongoing second edition of FHWA's Traffic Signal Timing Manual and has staff members (IMSA) certified in signal inspection.



**KITTELSON & ASSOCIATES, INC.
BILLING RATE SCHEDULE**

Effective July 1, 2025

The current billing rates for Kittelson & Associates, Inc., staff are as follows and are subject to change:

Staff	Billing Rate
Senior Principal Engineer/Planner	\$315 - \$360
Principal Engineer/Planner	\$285 - \$310
Associate Engineer/Planner	\$240 - \$280
Senior Engineer/Planner	\$210 - \$235
Engineer/Planner	\$185 - \$205
Transportation Analyst	\$165 - \$180
Principal Data Scientist/ Developer	\$270 - \$340
Senior Data Scientist/Developer	\$245 - \$265
Data Scientist/Developer	\$195 - \$240
Data Analyst/Software Developer	\$150 - \$190
Software Technician	\$110 - \$135
Associate Technician	\$195 - \$210
Senior Technician	\$170 - \$190
Technician II	\$150 - \$165
Technician I	\$130 - \$145
Office Support	\$100 - \$125
Service & Other Direct Costs	Billing Rate
Mileage	Current IRS mileage rate
Travel & Other Direct Costs	Actual Costs
Subconsultants	Actual Costs

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 LG2WB ENGINEERS, INC., dba LINSKOTT, LAW & GREENSPAN, ENGINEERS (LLG), a California corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. Assignment or Subcontracting. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms

of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability

insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

LG2WB Engineers, Inc.,
dba Linscott, Law & Greenspan, Engineers
2 Executive Circle, Suite 250
Irvine, CA 92614
Attn.: Keil D. Maberry, Principal

Telephone: 949-825-6175
E-Mail: maberry@llgengineers.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn.: Larry Tay, City Traffic Engineer

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

LG2WB ENGINEERS, INC.,
dba LINS COTT, LAW & GREENSPAN,
ENGINEERS, a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Keil Maberry
Title: Principal / VICE PRESIDENT

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Richard Barretto
Title: Principal / PRESIDENT

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.

√

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.

H. WORK PLAN

PROJECT MANAGEMENT STRATEGY

Our general approach focuses on communication, insightful and accurate services, timely delivery of work products, and early anticipation of issues. We carefully reviewed the scope of work to be provided, as detailed in the RFP. We understand that specific tasks will demand sensitivity to issues, experience with project management, and the resources to provide timely and accurate deliverables. **As a large transportation planning and traffic engineering firm, we have the staffing size that allows us to always be available and responsive.** As listed to the right, we would implement the following key approaches to ensure a successful and meaningful project outcome. These key approaches are further explained below:

METHODOLOGY
1. <i>Innovative High Impact Solutions</i>
2. <i>Effective Project Management</i>
3. <i>Adherence to the Procedures</i>
4. <i>Regular & Effective Client Communication</i>
5. <i>Availability & Responsiveness to Client</i>
6. <i>Anticipation of Issues & Problem Solving</i>
7. <i>Graphics & Visual Simulations</i>
8. <i>Well-Documented Reports/Plans</i>
9. <i>Schedule & Budget Adherence</i>
10. <i>Quality Assurance/Quality Control</i>

1. Innovative High Impact Solutions

LLG will provide innovative and comprehensive consulting services to enable the City to serve as a model in the practice of innovative transportation planning and traffic engineering.

2. Effective Project Management

Effective project management involves the management of resources, knowledge, and people. We will ensure the Project Team’s sound organization, in-depth understanding of the issues and goals, and development/execution of the project plan. Our staffing size allows us to handle multiple tasks simultaneously.

3. Adherence to the Procedures

LLG will adhere to the standards, policies, business methods, and project requirements. This includes understanding Federal, State, and Local regulations and best practices within our discipline.

4. Regular and Effective Client Communication

Daniel A. Kloos, as the Project Manager, would facilitate communication between the City, responsible parties, and the Project Team. LLG frequently uses teleconferencing and emails to expedite project management. LLG will provide written updates on the project’s progress since communication is paramount.

5. Availability and Responsiveness to Client

Many of our projects demand that we be responsive and work effectively with other team members. All phone calls and emails are returned within 24 hours.

6. Anticipation of Issues and Problem Solving

We understand that smooth progression is critical to achieving a successful outcome. We embrace a philosophy of anticipating issues or conflicts before they arise. In some instances, issues cannot be avoided but they will be addressed positively and affirmatively.

7. Graphics & Visual Simulations

It is critical to illustrate the issues, analysis, and results. LLG will prepare high-end informative figures, graphs, maps and illustrations for use in the reports and presentations.



8. Well-Documented Reports/Plans

LLG has prepared several thousand technical reports and design plans. We specialize in putting the study’s technical elements of the report into a format that our clients and the public can easily understand.

9. Schedule and Budget Adherence

We recognize the importance of the project adhering to a set schedule and budget. We will prepare a schedule and a cost breakdown of the tasks at the beginning of the project for approval. The schedule will be met, and the budget will not be exceeded.

10. Quality Assurance/Quality Control

LLG has a standard practice of quality control that involves both Senior and Principal-level staff members. Every deliverable to the City will be reviewed before leaving our office as part of our Standardized Quality Control Program.

SCOPE OF WORK

It is noted that the RFP has identified a General Scope of Work. Based on our overall sense and understanding of the RFP, we propose the following detailed sample scopes of work to successfully complete the potential assignments that will be based on the letter proposals provided per requested task order. These letter proposals will be based on the fee schedule, included *separately* as an attachment, and will also include a work schedule.

Per the RFP, LLG intends to complete the following scope of work tasks, 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 (peer review) for capital/development projects and traffic control plans
- Street light design and plan check
- Signing and stripping plan preparation and plan check
- Technical support for funding and grant applications
- 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 and on-site support services
- General traffic-related municipal engineering services

TASK 1 – PREPARATION OF TRAFFIC IMPACT ANALYSIS REPORTS

The following is the general anticipated work program, which focuses to the preparation of a traffic impact analysis report (i.e. for Project Level Transportation Analysis and/or Long Range Corridor Studies [General Plans and Specific Plans]), which includes specific work tasks for Trip Generation Analysis, On-Site Circulation Analysis, Access Studies and Data Collection.

1.1 – Contact City staff to discuss the project and analysis criteria, confirm the study approach, identify key traffic issues, and formalize the Scope of Work. In consultation with City staff, prepare a scope agreement detailing the study area, assumptions, traffic analysis scenarios, related projects for near-term cumulative assessment, need for long-term buildout analyses, and overall traffic impact report requirements. Submit the scope for City review and approval.

1.2 – Visit the project study area to confirm existing conditions. Confirm the existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features within the project study area. Identify the existing transit system



and bus stop locations within the project study area.

1.3 – Conduct manual turning movement counts during the morning (7:00 AM to 9:00 AM) and afternoon (4:00 PM to 6:00 PM) peak periods at the identified key study intersections within the project vicinity. The traffic counts will also include pedestrian and bicycle counts if necessary. If required, the turning movement traffic counts will be conducted with FHWA vehicle classifications.

1.4 – Conduct 24-hour daily machine traffic counts at identified key roadway segments to support the roadway segment capacity analyses. If required, the 24-hour daily traffic counts will be conducted with FHWA vehicle classifications.

1.5 – Research recent traffic impact studies and data on nearby developments that may contribute cumulative impacts to adjacent streets and study areas. The compiled list of cumulative projects will be submitted to City staff for review and approval.

1.6 – Determine and present in tabular and/or graphic form a trip generation forecast for the proposed Project on a daily and peak-hour basis. The forecasts will be based on the trip generation rates found in Trip Generation, 11th Edition, published by the Institute of Transportation Engineers (ITE) [2021]. Appropriate adjustments to the trip generation potential of the Project to account for internal capture and/or pass-by traffic will be made, if applicable. In addition, if applicable, all truck trips will be converted into passenger car equivalents (PCE) for capacity analysis.

1.7 – Prepare select zone model runs for the proposed Project using the Orange County Transportation Analysis Model (OCTAM) as provided by the Orange County Transportation Authority (OCTA), if needed. This will be done for the Daily, AM and/or PM peak periods to determine the overall Project trip distribution pattern. The distribution patterns will be submitted for review and approval by City Staff prior to finalization and will be used to formalize the study area.

1.8 – Assign the forecasted Daily, AM and PM peak hour trips expected to be generated by the proposed Project to the study intersections and roadway segments based on existing and anticipated traffic patterns to and from the Project site.

1.9 – Develop estimated trip generation projections for each of the cumulative projects within the Project vicinity. Distribute and assign cumulative project traffic.

1.10 – Develop AM & PM peak hour & Daily traffic volume projections at key study intersections and key roadway segments for existing plus project traffic conditions, near-term traffic conditions & long-term traffic conditions (if required, long-term traffic projections will be developed via the use of the most current OCTAM).

1.11 – Provide recommended mitigation measures which may include intersection and/or signalization improvements, striping modifications, the addition of

auxiliary turn lanes, traffic control/limitations at site access points, etc.

1.12 – Conduct traffic signal warrant analyses at impacted unsignalized intersections and project driveways using CAMUTCD peak hour warrants. Calculate the Project’s net traffic increment (fair-share percentage) at these intersections and estimate its contribution toward mitigation costs.

1.13 – Conduct neighborhood traffic calming studies, traffic investigations, and additional warrant studies as needed. These efforts will address safety concerns and support data-driven recommendations for mitigation and operational improvements.

1.14 – Review the proposed access and internal circulation, commenting on parking layout, ingress/egress safety, driveway sight distances and locations, striping, median modifications, and pedestrian and bicycle circulation.

1.15 – Prepare a traffic impact analysis report that details all of the above-mentioned items, including our analysis, findings and conclusions. The report will be submitted for review by City staff. If necessary, update the traffic impact analysis report based on City staff comments and submit a final traffic impact analysis report to the City.

TASK 2 – VEHICLE MILES TRAVELED (VMT) ANALYSIS REPORTS



The following is the anticipated work program, which focuses on the preparation of a Vehicle Miles Traveled (VMT) Analysis Technical Memorandum.

2.1 – Coordinate with City Staff to confirm the assumptions that can affect the analysis and confirm VMT requirements and thresholds as adopted by the City. Use the most current OCTAM, convert proposed Project development totals into Socioeconomic Data (SED), and code the appropriate land uses and network assumptions into the baseline and cumulative Traffic Analysis Zone(s) (TAZs) for the project.

2.2 – Determine Project impact based on the City’s adopted guidelines. Utilize up to three (3) efficiency metrics such as per capita, per employee, and/or per service population as the regional average threshold.

2.3 – Prepare and conduct full model runs for the applicable scenarios listed below via the use of the most current OCTAM. The land uses in the TAZ or TAZs of which the Project is contained will be changed to reflect the “with Project” conditions. The analysis scenarios associated with the model update and runs are listed below:

- Baseline Year Conditions
- Baseline Year With Project Conditions
- Buildout Year Conditions
- Buildout Year With Project Conditions



2.4 – Evaluate the “With Project” Scenarios noted above for Baseline and Buildout conditions and summarize the VMT as outlined in the City’s guidelines.

2.5 – Calculate the Baseline and Buildout City and/or regional average VMT thresholds and determine Project and Buildout impacts based on the VMT guidelines adopted by the City.

2.6 – Recommend appropriate mitigation measures, if necessary, to reduce the impact. LLG will consider the mitigation measures listed in the *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (dated October 2024), prepared by the California Air Pollution Control Officers Association (CAPCOA).

2.7 – Quantify the effects of the mitigation improvement by utilizing the *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*.

2.8 – Prepare a VMT Analysis Technical Memorandum detailing all the above-mentioned items, our findings, and conclusions. The technical memorandum will be suitably documented with appropriate text, tabular, graphic, and/or appendix materials. The technical memorandum will be submitted and reviewed by City staff. Comments will be addressed in the final VMT Analysis Technical Memorandum.

2.9 – Attend project coordination meetings with City staff as necessary during the preparation of the VMT Analysis Technical Memorandum.

2.10 – Additional services that LLG can also assist the City as follows:

- Project Screening
- Transit Priority Area (TPA) Mapping
- VMT Mitigation Analysis (TDM and Fee Programs)
- VMT Guidelines and Policy Support
- Climate Action Plan Support and Air Quality VMT

TASK 3 – PREPARATION OF PARKING DEMAND ANALYSIS REPORTS

The following is the anticipated work program, which focuses on the preparation of a parking study.

3.1 – Meet with City staff to identify pertinent parking issues and concerns and formalize a Scope of Work for the parking study.

3.2 – Conduct a visit to the site area and review existing on-site conditions.

3.3 – Prepare a parking analysis for the proposed Project. The contents of the parking analysis will be based on the approved City Scope of Work and may include the following analyses:

- City-code parking evaluation
- ULI Shared Parking evaluation
- Survey Shared Parking evaluation
- Parking analysis based on other parking resources (i.e., ITE Parking Generation 5th Edition, etc.)



3.4 – Prepare a Parking Letter Report that details all of the above-mentioned items, including our analysis, findings,



and conclusions. The report will be submitted for review by the appropriate members of City staff. If necessary, update the Parking Letter Report based on City staff comments and submit a Final Parking Letter Report to the City.

3.5 – Attend project coordination meetings with City staff as necessary during the preparation of the Parking Analysis.

3.6 – Additional Studies will be prepared and may include the following if required:

- Accumulation Surveys
- Utilization Surveys
- Neighborhood Parking Surveys
- Parking & Traffic Management Plans
- Parking Structure Review
- Parking Design/Layout



TASK 4 – PREPARATION OF TRAFFIC DESIGN PLANS

The following work program is proposed for the preparation of a “typical” PS&E (plans, specifications, and estimates) package, which consists of traffic signal, signing and striping, and work zone traffic control plans.

4.1 – Review existing & proposed improvement plans for the proposed project. Confirm that the proposed improvements accurately reflect the requirements of the City. Meet with City staff to discuss any special requirements involved in the project’s design before commencing development of the plans.

4.2 – Coordinate with the City for pertinent street/signal design standards. The traffic signal and signing/striping design will be prepared according to City requirements and will be consistent with the State of California Department of Transportation Standard Plans and Specifications and the current California Manual on Uniform Traffic Control Devices (MUTCD).

4.3 – Field Review & Data Collection: LLG will conduct site visits to document and verify existing surface conditions, including street geometry, signage, traffic signal infrastructure, and utilities. Field notes, measurements, and photographs will support the development of accurate design plans. LLG will also review City records and existing plans to ensure all data is reflected in the final plan set. Electronic (PDF) and hardcopy files will be provided as needed for City and utility coordination.

4.4 – Topographic Survey & Utility Coordination: LLG will obtain aerial and topographic surveys as needed, based on available base mapping & project requirements. We will research existing utility information from the City and utility companies to coordinate proposed improvements with field conditions. LLG will distribute plans to external utility providers, collect & document responses, & incorporate all comments from City departments and utilities into the final plan set in coordination with the City’s Project Manager.

4.5 – LLG will be responsible for preparing any permit applications for outside agencies (Caltrans, County, railroad, etc.) that may be necessary during the course of the project. LLG understands that administration of the

permit through the permitting agencies’ process may also be required on the City’s request.

4.6 – LLG will be responsible for the preparation of right-of-way/easement documents for processing by the City. This will include any services (i.e., survey) necessary to complete the task.

4.7 – Prepare traffic signal installation or modification plans for the project intersections. The plans will be prepared at 1” = 20’ (20 scale) using AutoCAD or MicroStation drafting software on 24” x 36” plan sheets. The plans will incorporate all aspects of the traffic signal, including new and relocated signal standards, all signal heads, loop detectors, conduits, the controller assembly, and service point locations. We will show all related street/intersection improvements on our plans to be prepared by the Civil Engineer. The plans will conform to the City’s Standard Plans, Special Provisions, and any staff special requirements, as well as the latest Caltrans Standard Plans and Specifications. The traffic signal plans will be prepared under the supervision of and signed by a Registered Civil Engineer. Traffic plans will include existing overhead circuit elevations, conduit fill capacity, and electrical load requirements. LLG will provide City staff with the design support information and/or calculations for consideration during the City’s review of the plans.

4.8 – Prepare signing and striping plans for the project street segments. Our plans will be prepared at 1” = 40’ (40 scale) using AutoCAD or MicroStation drafting software on 24” x 36” plan sheets. Our plans will include all new striping, pavement markings, pavement legends, and stripe removals. At the project limits, we will reference in existing striping based on topographic information and field review. For those projects that require the preparation of roadway design plans, the plans prepared by the project civil engineer will be used as a base. For those projects that do not have significant roadway work, LLG will prepare the base for our signing and striping plans using applicable as-built plans and field review surveys. Note that if the signing and striping work is fairly minor, signing and striping improvements could be shown on the signal plan itself to save the City time and money.

4.9 – Prepare work zone traffic control plans and detour plans for the implementation of the proposed street/intersection improvements. Our plans will be prepared at 1” = 40’ (40 scale) using AutoCAD or MicroStation drafting software on 24” x 36” plan sheets. Our plans will incorporate all aspects of traffic control devices, using the Work Area Traffic Control Handbook (WATCH) and California MUTCD as references.

4.10 – Prepare the appropriate traffic signal timing plans that identify the proposed signal cycle length, minimum green times, green intervals, offsets and time of day operation. Submit the traffic signal timing plans to the City for review and make any necessary revisions to the timing plans based on City comments. Produce a signed copy of



the signal timing plans and submit to the City for approval. Provide field support for data collection, implementations, and troubleshooting.

4.11 – Prepare Special Provisions/Technical Specifications for traffic signal design projects per City requirements. A Word document will be submitted with the first plan set submittal, with updates provided in subsequent submittals as needed.

4.12 – Submit copies of the completed plan set to the City for initial review and comment. Copies to other agencies will be provided for their review, as necessary. The plan set package will be complete with all required sheets, including a title sheet, roadway plans, signing and striping plans, traffic control plans, and traffic signal plans.

4.13 – Revise design plans, Special Provisions, & cost estimates per City comments and submit second & third plan sets for final check and approval. After plans are approved, we will submit one set of mylar plans for signatures. All final plans and reports will be signed and stamped by a licensed professional engineer. Design plans will be submitted to the City at 60%, 90% and 100% levels. Final drawings will be wet signed and stamped on 24” x 36” mylar.

4.14 – Review and comment on traffic-related standard drawings that the City is developing to assure compliance with California MUTCD and Caltrans requirements.

4.15 – Attend coordination meetings with City staff, the project Civil Engineer, and/or other public agencies to ensure projects are processed within established deadlines.

TASK 5 – PLAN CHECK OF TRAFFIC-RELATED TECHNICAL REPORTS

5.1 – Meet with City Staff to identify key traffic issues and concerns. As part of the City’s plan check process, LLG will assist in preparing a Scope of Work and/or reviewing the applicant’s traffic engineer’s work program. LLG will also review the site area, circulation, and access conditions to familiarize ourselves with the project location.

5.2 – Evaluate and review the traffic impact analysis report for the proposed project prepared by the applicant’s traffic engineer. The report and its accompanying appendices will be reviewed to ensure consistency and compliance with City requirements and guidelines, the current Congestion Management Program (CMP), and standard engineering practices. Our evaluation will focus on, but is not limited to, the following:

- Traffic forecasting and methodology
- Intersection operations and mitigation
- Confirmation of findings and conclusions

5.3 - Review project site access and circulation, including driveway locations, sight distance, internal circulation, and truck or service access.

5.4 - Evaluate and review the parking demand analysis report for the proposed project prepared by the applicant’s

traffic engineer. The report and its accompanying appendices will be reviewed to ensure consistency/compliance with City parking requirements and ULI’s Shared Parking methodology (if applicable). Our evaluation will focus on, but not limited to, the following:

- Parking forecasting methodology and accuracy of parking forecasts
- Parking methodology and assumptions
- Parking demand/supply analysis
- Confirmation of findings and conclusions

5.5 - Evaluate and review the Vehicle Miles Traveled (VMT) analysis report for the proposed project prepared by the applicant’s traffic engineer. The report and its accompanying appendices will be reviewed to ensure consistency and compliance with City requirements and guidelines such as Senate Bill 743 (SB 743) and standard engineering practices. Our evaluation will focus on, but not limited to, the following:

- VMT screening analysis
- VMT forecasting methodology and accuracy of traffic forecasts
- Travel Demand Model Inputs and Land Use to SED Conversion
- VMT and Travel Demand Model assumptions, including the development of the Project VMT and the Regional VMT (City VMT). The model input and output model files will be required to complete this review task
- Mitigation strategies (e.g., TDM measures) and CAPCOA-based effectiveness
- Reasonableness of findings and conclusions

5.6 - Products prepared as part of this Scope of Work include a memorandum summarizing our review and comments or report mark-ups. The memorandum will present our evaluation of the traffic impact, parking demand, and/or VMT analyses, with specific recommendations addressing any identified accuracy or methodological shortcomings.

TASK 6 – PLAN CHECK OF TRAFFIC-RELATED DESIGN PLANS

The following is the anticipated work program, which focuses on a plan check (including peer review elements) of traffic-related design plans.

6.1 – Meet with City Staff to identify pertinent traffic issues, concerns, and any special requirements involved in the project’s design. Visit the site area and review existing conditions on the project area streets (i.e., limits of the design work).

6.2 – Evaluate and review the design plans (i.e., traffic signal plans, signing and striping plans, traffic control plans, signal timing plans, etc.) prepared by the applicant’s traffic engineer. The design plans will be reviewed to ensure consistency with City requirements and consistency with the State of California Department of Transportation



Standard Plans and Specifications and the current California Manual on Uniform Traffic Control Devices (MUTCD).

6.3 - Products prepared as part of this Scope of Work include the preparation of plan mark-ups and/or a memorandum summarizing our review comments.

TASK 7 – INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

LLG staff has been providing Intelligent Transportation Services (ITS) for various agencies for over two decades and below is a list of anticipated tasks:

7.1 – Provide the City with traffic signal synchronization traffic controller technology and communication systems with International Municipal Signal Association (IMSA) Transportation Center System Specialist Level I, IMSA Traffic Signal Senior Field Technician Level III certifications.

7.2 – Provide traffic engineering design plans for various infrastructure projects, including new and modified traffic signals, wired and wireless communications, street lighting, signing and striping, and construction detours.

7.3 - Provide the City with support for the complexities and implications of various traffic signals, communications, and ITS upgrades.

7.4 – Provide support to the City for Traffic Signal Systems projects that include installing and upgrading ITS elements such as signal control systems at the respective Traffic Management Centers, signal design and signal timing preparation and implementation, signal controller and assembly upgrades, and operating, maintaining, and supporting/monitoring the traffic signal systems.

7.5–Implement, fine-tune, operate, monitor, and troubleshoot various signal systems and ITS applications on a continual basis.

7.6 - Additional ITS service that LLG can also assist the City as follows:

- Traffic Signal Synchronization, implementation, fine-tuning and monitoring for individual Cities or multijurisdictional between Cities, County and Caltrans
- Network & communication development and support
- System integration, signal timing design, and implementation
- Inventory of ITS Components and Subsystems
- Infrastructure Monitoring & Operational Maintenance
- Traffic Signal Hardware and Software installation, operations, and maintenance
- Adaptive signal implementation and technical oversight
- Implementation of Traffic Management Center (TMC)
- Troubleshooting Traffic Related Equipment (Network, Controllers, and Timing)

TASK 8 – SPEED DATA ANALYSIS

8.1 – Conduct engineering studies (ENT Studies) as defined in the California Vehicle Code (CVC) for the review of all speed zones adopted by ordinance, analyze speed data and

recommend speed limit changes and safety-related improvements.

8.2 – Engineering and Traffic (E&T) Surveys or Speed Zone Surveys to determine appropriate speed limits for a roadway. These surveys are required by the California Vehicle Code (CVC) and other regulations to ensure speed limits are based on prevailing speeds, accident history, and road conditions. The surveys are typically conducted every five years or more frequently if changes occur in the roadway or traffic conditions.

TASK 9 – INTERSECTION CONTROL STUDIES & WARRANT ANALYSES

The following is a list of intersection control studies that LLG can provide to the City as needed.

9.1 – Multi-Way Stop: Conduct an engineering study for the consideration of a Multi-Way Stop installation that utilizes the methodology described in Section 2B.07 of the latest Edition of the California Manual on Uniform Traffic Control Devices (MUTCD) or conforms to City Policies and Procedures for Residential Multi-Way Stop Signs. Traffic counts will be conducted for all approaches to the intersection and will be performed for 24 hours during a typical workday (unless specified otherwise).

9.2 – Traffic Signal: Conduct traffic signal warrant analysis for the consideration of a traffic signal installation. The engineering study would utilize the methodology described in Chapter 4C of the latest Edition of the California MUTCD. Unless specified otherwise, it should be assumed that warrants 1 through 8 will be analyzed for each location requested. Machine traffic counts will be performed for all approaches to the intersection and will be performed for 24 hours during a typical workday (unless specified otherwise).

9.3 – Determine the most appropriate intersection control at a requested intersection for the control measures listed above. All alternatives shall be compared on the basis of safety, user delay & implementation cost. The results of the study, including recommendations, shall be summarized in memorandum format and submitted to the City for review.

TASK 10 – TRAVEL DEMAND MODELING

The following is the anticipated work program, which focuses on the preparation of a City of Orange Specific OCTAM Version.

10.1 – Coordinate with City Staff to identify key traffic issues and develop or update a citywide traffic forecast model for Specific Plans, Master Plans, and/or General Plan Updates. This model will also support VMT analysis and ensure compliance with Senate Bill (SB) 743 for future development.

10.2 – Development or Update of the City of Orange Transportation Analysis Model that will tier-off OCTAM and will allow for micro-level detail, validation, and refinement within each Traffic Analysis Zone (TAZ) within the City’s jurisdiction.



10.3 – Verify in the field the existing roadway network for the base year model. All planned buildout network improvements will be confirmed for inclusion within the future year scenario.

10.4 – Coordinate with the City and confirm all Existing and Buildout model inputs.

10.5 – Review every TAZ within the City in detail, inputting and validating the latest adopted socioeconomic data and land uses alongside network assumptions. The data, consistent with the City’s General Plan, will include households, demographics, and employment and will be reviewed by the City.

10.6 – Calibrate the Orange Transportation Analysis Model to allow for more precise, detailed integration of City land uses to improve long-term induced travel modeling capabilities.

10.7 – Conduct sensitivity modeling for the above analysis scenarios. Land use data will be organized by existing TAZs.

10.8 – Evaluate the scenarios noted above for the Baseline and Cumulative conditions, and summarize the following types of VMT:

- Project generated VMT per Capita (VMT/Cap), VMT per Employee (VMT/Emp) and/or VMT per Service Population (VMT/SP) and compare it to the appropriate benchmark noted in the City’s Guidelines.
- Project impact on VMT: comparing changes in Citywide VMT due to the Project.

10.9 – Calculate the Baseline & Buildout City average VMT per Capita (VMT/Cap), VMT per Employee (VMT/Emp), VMT per Service Population (VMT/SP) and/or Citywide VMT.

10.10 – Additional services that LLG can also assist the City as follows:

- Travel behavior survey & evaluation, data visualization
- Future traffic volume forecasts
- Select zone and link analysis
- Average trip length (ATL) analyses
- Transit and highway corridor assessments
- Location-based analytics
- Assessment of transit and shared mobility systems
- Connected/Autonomous Vehicles planning and modeling analyses
- Network development assignments

TASK 11 – BIG DATA ANALYTICS

Travel behavior is difficult to predict using traditional methods due to heavy assumptions. Big Data from GPS-enabled devices offers real-world insights into commuter patterns, allowing LLG to enhance transportation planning with greater context and accuracy.

11.1 – Apply big data analytics for the following based on individual project needs:



- Origin/Destination Studies
- Select Link Analysis
- Travel Time/Speed Studies
- Trip Length Studies
- Performance Measurements
- Multi-Modal TDM Opportunities Review
- Internal/External Studies
- Commercial Trips
- Segment Congestion
- Parking Studies

TASK 12 – GEOGRAPHIC INFORMATION SYSTEMS (GIS)

12.1 – Utilize state-of-the-art software to support transportation-related planning and analysis. Our team can develop and manage spatial databases, integrate existing datasets, and generate customized maps and reports tailored to specific project studies or action plans. GIS outputs can include land use, transportation networks, elevation, and environmental features to inform decision-making and visualize data effectively.

TASK 13 – GRANT WRITING SERVICES

13.1 – Notify the City of all applicable Grant funding opportunities from all sources.

13.2 – Provide the City with technical and grant writing support in applying for regional, state, and federal grant opportunities. Prepare competitive grant applications for both Planning Action Plans and Implementation Projects.

13.3 – Provide the City with grant components including application narrative, project justification, grant-specific objectives, project scope of work, and project timeline.

TASK 14 – STAKEHOLDER AND PUBLIC OUTREACH

14.1 – Identify Stakeholders and City Needs: LLG will collaborate with City staff to identify key stakeholders, such as local agencies, emergency services, schools, public health organizations, and community groups, to ensure broad representation. In parallel, we will develop an understanding of community needs by identifying priority topics to guide engagement and generate meaningful public feedback.

14.2 – Stakeholder Engagement Committees: LLG will coordinate with the City to establish and facilitate key stakeholder groups, including a Stakeholder Working Group (SWG) and other project-specific committees. These groups will guide plan development, ensure alignment with City priorities, and provide input from technical experts and community representatives.

14.3 – Community Engagement Plan (CEP) Development and Implementation: LLG will prepare and implement a detailed Community Engagement Plan (CEP) that will actively involve the community in the planning process for



the project. The outreach plan will leverage LLG’s experience to maximize engagement and ensure input is collected effectively.

14.4 – Public Workshops: LLG will coordinate a mix of in-person and virtual workshops, supported by digital engagement tools, to gather broad community input on transportation safety issues. We will lead presentations, engage technical staff, and manage Q&A sessions to ensure productive dialogue. The draft Community Engagement Plan (CEP) will be reviewed by City staff and the Stakeholder Working Group (SWG), with LLG incorporating feedback before finalizing it for implementation. The workshops will:

- Feature an interactive format to solicit feedback from residents.
- Focus on the needs of seniors, commuters, and underserved populations within the City.

14.5 – Website Development, Social Media Content, Online Comment Maps, Feedback Forms and Community Surveys: LLG’s outreach efforts will also include the following tools to facilitate broad engagement:

- **Website:** LLG will prepare timely, engaging news releases to inform the public and encourage participation. Content will be shared via a dedicated website, City bulletins, and social media platforms.
- **Social Media Content:** LLG will provide the City outreach content to share through the City’s social media platforms.
- **Online Comment Map:** LLG will create an interactive online comment map that will be posted on the dedicated website, allowing community members to provide geographic-specific feedback and comments.
- **Community Survey:** LLG will prepare a community survey to gather public input, with results analyzed to inform the planning process.



14.6 – Public Involvement and Feedback Collections: LLG will analyze stakeholder and public feedback to align community priorities with data-driven findings. Recurring themes will help identify focus areas and guide the development of targeted safety strategies.

14.7 – Feedback Collection for Project: LLG will develop and provide all necessary materials to collect and document public feedback, including:

- Presentation slides and handouts summarizing key findings and proposed strategies.
- Comment forms and surveys to capture attendee input.
- Maps and infographics to illustrate the project visually.

TASK 15 – MISCELLANEOUS TRAFFIC ENGINEERING TASKS & SERVICES

15.1 – LLG is also well qualified to provide the following consulting support services for the City:

- Preparation of Plans, Specifications, and estimates for Capital Improvement Program (CIP) projects

- Multi-Modal and Complete Streets traffic engineering support and policies
- Prepare or review the conditions of approval
- School-related circulation
- Safe Routes to School (SRTS) Plans
- Respond to traffic-related residents’ requests
- Transit Studies and Corridor Studies
- Traffic Simulation utilizing Synchro or Vistro software
- Traffic Calming Support, including design and review
- Evacuation Modeling
- Assist staff in producing reports and making presentations on transportation-related topics (i.e., attend Neighborhood meetings, Traffic Commission meetings, Planning Commission meetings and/or City Council meetings)
- Training: provide and facilitate training of staff in specific transportation planning areas as requested by the City
- Upon request, conduct investigations and prepare reports regarding requests for traffic control device installations and modifications, such as parking regulations, speed zones, channelization, crosswalks, pedestrian, and bicycle facilities
- Upon request, advise, support & assist City departments, committees, commissions, and the City Council. In addition, provide an interface with Regional and State transportation agencies. Assist in the preparation of traffic-related portions of the City’s operational and capital improvement budgets
- Upon request, assist in the modification of the Traffic Ordinance, development fees and assessment fees for capital traffic improvements and maintenance
- Upon request, assist the City’s Director of Public Works & Engineering Services in the selection of other consultants to perform the design of traffic safety projects
- Provide oversight of design and other consultant contracts for traffic safety projects
- Upon request, assist in the modification of the City’s Guidelines and Code
- Upon request, prepare warrant studies per latest California MUTCD
- Upon request, provide traffic counts through appropriate subconsultants
- Upon request, LLG will prepare or update an Active Transportation Plan focused on pedestrian & bicycle mobility by assessing existing conditions, engaging the public, identifying infrastructure needs, and recommending prioritized improvements aligned with local, state, and federal guidelines
- Upon request, LLG will prepare a Safety Plan/Report such as a Local Road Safety Plan (LRSP), SS4A Action Plan, etc., by analyzing collision data, identifying high-risk areas, public engagement, and recommending strategies to enhance safety across the City’s transportation network



FEE SCHEDULE

The most current Fee Schedule, including the rates of all applicable staff who may be assigned to the City, as well as any applicable overtime hourly rates, mileage costs, and pricing for additional billing requirements, is shown below. All hourly rates quoted at the commencement of any specified project shall remain valid for the duration of that project. Our services will be billed monthly on a time-and-materials basis, according to the Rate Schedule below. Additionally, the fee schedule for our traffic count subconsultant, Transportation Studies, Inc. (TSI), can be found on the following page.

RATE SCHEDULE

<u>TITLE</u>	<u>PER HOUR</u>
Principals	
Principal Engineer	\$ 298.00
Associate Principal Engineer	\$ 268.00
Planning/Design Manager	\$ 249.00
Transportation Engineers	
Senior Transportation Engineer	\$ 226.00
Transportation Engineer III	\$ 200.00
Transportation Engineer II	\$ 171.00
Transportation Engineer I	\$ 147.00
Transportation Planners	
Senior Transportation Planner	\$ 200.00
Transportation Planner III	\$ 171.00
Transportation Planner II	\$ 146.00
Transportation Planner I	\$ 130.00
Signal System Specialist	
Senior Signal System Specialist	\$ 226.00
Signal System Specialist III.....	\$ 200.00
Signal System Specialist II.....	\$ 171.00
Signal System Specialist I.....	\$ 147.00
Technical Support	
Engineering Associate III	\$ 150.00
Engineering Associate II	\$ 145.00
Engineering Associate I	\$ 140.00
Engineering Computer Analyst II.....	\$ 138.00
Engineering Computer Analyst I.....	\$ 109.00
Senior CADD Drafter.....	\$ 140.00
CADD Drafter III.....	\$ 130.00
CADD Drafter II.....	\$ 115.00
CADD Drafter I.....	\$ 98.00
Senior Engineering Technician	\$ 140.00
Engineering Technician II	\$ 130.00
Engineering Technician I	\$ 99.00
Word Processor/Secretary	\$ 92.00
Engineering Aide I	\$ 70.00

- Litigation support may be charged at 125% of the base rate. Consultation in connection with litigation and Court appearances will be quoted separately.
- Project-related mileage will be billed at the prevailing standard mileage rate as determined by the IRS.
- Subcontractors and other project-related expenses will be billed at cost plus 15%.
- The above schedule is for straight time. Overtime will be charged at 1.50 times the standard hourly rates.
- Interim and/or monthly statements will be presented for completed work. These will be due and payable upon presentation unless prior arrangements are made.

FEE FOR SERVICE

CITY OF ORANGE

24 Hour Machine Counts Volume	\$ 60.00 per location
Intersection Approach Counts 4 leg	\$ 240.00 per location
Intersection Approach Counts 3 leg	\$ 180.00 per location
Intersection Turning Movement Counts *	\$ 45.00 per man hour
Pedestrian & Bicycle Volume Counts *	\$42.00 per man hour
Origin and Destination Studies / License Plate Surveys	\$ 50.00 per man hour
Travel Time Study	\$ 50.00 per man hour
24 Hour Machine Speed Counts	\$ 80.00 per location
Certified Speed Radar Survey	\$ 45.00 per Location

- Intersection Turning Movement Counts & Pedestrian & Bicycle counts can be combined for fee of \$ 45.00 per man hour

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 LIN CONSULTING, INC., a California corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City’s Project Manager, or as designated in Exhibit “A,” shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit “A,” Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit “A” hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor’s control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Reserved

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 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 liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such

notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a “public works,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including,

without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice

address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

LIN Consulting, Inc.
21660 Copley Drive, Suite 270
Diamond Bar, CA 91765
Attn.: William Sun, Vice President

Telephone: 909-396-6850
E-Mail: wsun@linconsulting.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

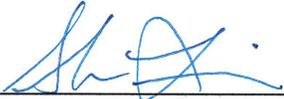
IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

LIN CONSULTING, INC., a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Sharon Lin
Title: Vice President

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Sandy Hou
Title: Corporate Secretary

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.

√

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.

Work Plan

Scope of Work

Traffic Studies for Capital Projects

The LCI team of planners and engineers are capable in analyzing the traffic impacts of proposed developments including office, residential, commercial, educational, medical, retail, and other land uses, as well as mixed-use development. Our engineers research existing conditions, conduct field investigations, and apply the latest analytical tools, techniques and software to develop reliable assessments of traffic impacts. Based on the review of traffic impact analyses, we will provide recommendations for practical/executable solutions and innovative mitigation plans.

LCI has prepared hundreds of traffic impact analysis studies for numerous agencies and private developers throughout Southern California. Our staff utilizes tools such as Synchro software, which report results in both ICU and HCM methodologies. Our staff has experience preparing studies with as many as 350 study intersections.

Traffic Impact and/or Parking Study Review for Private Developments

Our area-wide parking studies determine the parking needs of major development, commercial/business centers and university/medical campuses. The LIN Consulting team performs demand and utilization surveys, projects future parking space needs, identifies potential parking facility sites and recommends parking management programs. Our staff has assumed the leadership role in updating the ITE Parking Generation Report and served as consultants for the Urban Land Institute (ULI) parking resource documents. Our design services include external access, control gates/fee collection equipment, internal circulation, parking guidance systems, and parking layout. For existing facilities, we modify layouts to increase parking spaces and improve access and circulation.

Traffic Signal Design

Design work for traffic signal improvements is a critical aspect of modern traffic management. This process involves the upgrading of signal systems to enhance traffic flow, reduce congestion, and improve safety. It also includes the integration of advanced technologies such as adaptive signal control, pedestrian and bicycle detection systems, retroreflective tape on traffic signal backplates, and energy-efficient LED lighting- all designed with the intent for safety improvements. LCI's comprehensive approach aims to improve the efficiency of traffic movement and to further enhances safety for all road users.

LCI prepares traffic signal installation/modification plans at a scale of 1"=20'. The traffic signal modification/installation plans provide details necessary for the construction of a traffic signal modification/installation. At minimum, the plans include, but are not limited to, replacement and/or installation of traffic signal poles, conduits, wires, cables, interconnect, fiber optic cable, loops, pull boxes, service equipment, controller equipment, battery back-up system, enclosures, electrical feed, luminaires, mast arm signs, and as well as the necessary construction notes, schedules, phasing diagram, and details.

Traffic Control Plan Preparations

LCI prepares traffic control plans in accordance with the latest edition of the Caltrans Standard Plans and Specifications, Work Area Traffic Control Handbook Manual standards, California MUTCD; and the City of Orange's standard plan requirements. A detailed and fully engineered traffic control plan can be prepared for proposed construction work. The traffic control plan will permit the contractor to safely work within the public right-of-way efficiently and effectively while maintaining a safe flow of traffic for the public, whether in vehicles, bicycles or as pedestrians, traveling through the work zone. The plan serves to depict the construction to be performed and the traveled way that will be utilized by all movements of traffic during each phase of construction.

Traffic Control plans are prepared at a scale of 1"=40'. At minimum, traffic control plans depict the existing and proposed temporary k-rail, striping, signing, pavement markings, pavement markers, pavement text, delineators, and as well as other pertinent construction notes, and details drafted per City Standard Plans and meet the latest California Manual of Uniform Traffic Control Devices.

Plan Check for Capital/Development Projects and Traffic Control Plans

As part of providing contract traffic engineering services to several Cities and Agencies, LCI staff have reviewed and prepared comments on plans, specifications and construction cost estimates (prepared by others) for proposed improvements and/or modifications to traffic engineering related projects. Typical projects included traffic control, traffic signals, street lighting and signing and striping designs. We customize our plan check lists based on each Agency's requirements.

Street Light Design and Plan Check

Our team prepares Street lighting plans at a scale of 1"=40'. The street lighting plans include at minimum, the required street light poles, fixtures, luminaires, conduits, cables, pull boxes, service equipment, lighting control systems, foundations, enclosures, electrical feeds, as well as necessary construction notes and details. Lighting analysis and voltage drop calculations can be provided for proper light pole spacing and conductor size, respectively, on the design. As necessary, wiring diagrams, lighting control diagrams, and project notes will be developed to enhance the constructability of the design.

LIN Consulting, Inc. has provided plan check services for street lighting and can provide plan checks.

Signing and Striping Plan Preparation and Plan Check

LCI is experienced in preparing signing and striping plans. Signing and striping plans are prepared at a scale of 1"=40'. At minimum, the signing and striping plans depict the existing, removed and proposed striping, signing, pavement markings, pavement markers, pavement text, delineators, and as well as other pertinent construction notes, and details drafted per City Standard Plans and meet the latest California Manual of Uniform Traffic Control Devices.

LIN Consulting, Inc. has provided plan check services for signing and striping plans and can provide plan checks.

Construction management and construction engineering

LIN Consulting has assisted Cities, Agencies, and Authorities in reviewing shop drawing submittal, material substitution, propose change orders and responding to construction RFI/RFC. LCI staff can attend construction job site meetings, if required.

Technical Support for Funding and Grant Application/Grant Funding Oversight

The LCI team has successfully advised and co-authored funding applications with cities such as Ventura, Lancaster, Palmdale, Ridgecrest, and Victorville, leveraging Active Transportation Program (ATP) funding as well as local Call for Projects funding. Over the first three ATP cycles, LCI's grant applications have resulted in over \$12 million in Federal-aid funding awards for its clients.

Intelligent Transportation Systems (ITS) Design

LCI is experienced in preparing design documents for ITS project(s). ITS elements for projects may include tables, fiber optic cable, and CCTV camera installation plans, fiber assignments, travel time devices, connected and autonomous vehicle designs and system detection plans, and other special drawings. Our team prepares design documents that include signal interconnect sheets prepared at a scale of 1"=40'. Plans are prepared in accordance with Public Works policies, procedures, and standards (and Caltrans, if applicable). The design includes known existing underground utility information compiled during this task. The design plan set may include Interconnect layout sheets, Intersection detail sheets, Network block diagram, Central communications layout, Fiber splice diagrams, ITS element construction details, Controller cabinet modification details, and Hub detail.

Traffic Signal Timing and Coordination Studies

Traffic signal timing is a crucial component of traffic management, directly affecting the efficiency and safety of intersections and roadway networks. This includes the ability to read and interpret timing sheets, which detail the specific phases, cycle lengths, and timing intervals for signals. Proper coordination of signal timing across multiple intersections, often referred to as signal timing coordination, is essential for ensuring smooth traffic flow along corridors, reducing stops, and minimizing delays.

Our approach to traffic signal timing and optimization begins with a thorough review of existing timing sheets to assess current settings and identify inefficiencies. Drawing on our previous experience, we are able to transfer the information from these timing sheets into traffic simulation models to evaluate and test different timing strategies. This process ensures that signals across multiple intersections are effectively synchronized, promoting smooth and continuous traffic flow along key corridors. Using traffic modeling and simulation tools, we analyze various scenarios and optimize signal timings to address identified issues and improve overall traffic performance.

Traffic Counts and Data Collection

LCI understands the need for accurate traffic data. This information is essential in making decisions relating to traffic studies, street design, signal warrant study and/or travel demand analysis. Data collection utilizes video based solutions if and when possible. The data collection services can include, Intersection Turning Movement Counts, Pedestrian Traffic Counts, Average Daily Traffic Counts (ADTs), Parking Occupancy Studies, Radar Speed Surveys, Travel Time Surveys, and Data collection.

Neighborhood Traffic Calming Studies, Warrant Studies, and Traffic Investigations

The LCI team of planners and engineers will analyze the traffic impacts of proposed developments including office, residential, commercial, educational, medical, retail, and other land uses, as well as mixed-use development. Our engineers research existing conditions, conduct field investigations, and apply the latest analytical tools, techniques and software to develop reliable assessments of traffic impacts. Based on the review of traffic impact analyses, we provide recommendations for practical/executable solutions and innovative mitigation plans. LCI has prepared hundreds of traffic impact analysis studies for numerous agencies and private developers throughout Southern California. Our staff utilizes tools such as Synchro software, which report results in both ICU and HCM methodologies. Our staff has experience preparing studies with as many as 350 study intersections.

General Municipal Traffic Engineering Services

The design work involved in traffic and transportation engineering requires a meticulous blend of technical expertise, innovative problem-solving, and an in-depth understanding of urban dynamics. It encompasses the planning and development of roadways, intersections, pedestrian facilities that meet ADA standards, and traffic signal systems that efficiently manage traffic flow while ensuring safety for all users. LCI is exceptionally well-suited to performing this work derived from extensive experience in the field and a strong track record of delivering tailored solutions. LCI's multidisciplinary approach ensures that every aspect of transportation infrastructure—from the initial concept to the final implementation—is carefully considered and executed to meet the highest standards of functionality, sustainability, and safety.

Our Approach

The City of Orange seeks consultants to provide professional traffic engineering services with the scope of work to include, but not limited to the information provided in Section III of the RFP. LIN Consulting, Inc. has provided the following to serve as representation of our firm's overall work plan for the City of Orange's On-call Task orders.

Dr. Mohammad Qureshi, will serve as the primary point-of-contact and primary Project Manager. Our experienced Project Manager will delegate responsibilities to the staff for each individual task order. LCI encourages frequent meetings, confirmation of goals and expectations, documentation and maintenance of records, preparation of clearly defined task descriptions, and clear assignment of overall project team roles and responsibilities as a means of delivering quality project deliverables, on-time, and within budget.

After receiving a Notice to Proceed, LCI's Project Manager will utilize our established procedures for control, cost, and schedule reporting. We will provide monthly written invoices on the time, staffing, cost, and schedule status of each task, as well as the progress made on the task. The monthly invoices will also make note of anticipated problems and potential solutions, should problems arise. Additionally, these monthly invoices serve to closely and effectively communicate with the City staff and officials, other jurisdictional stakeholders, and the public to facilitate successful delivery of all assigned tasks.

The contract staffing levels, budget, and schedule shall be regarded as the baseline against which status and progress are measured and reported. Should schedule challenges arise, we will perform a “cost to complete” budget analysis and work directly with the City of Orange to adjust schedule and staffing accordingly to bring the project to a satisfactory conclusion within the established scope of work and deliverables.

LCI’s three offices are integrated into one common server which allows staff in all the offices to work on projects concurrently and effectively. Communication between our offices is conducted via telephone, e-mail, and face-to-face meetings. Our managers also meet weekly to discuss and review overall company workload, schedules, and balance staff resources. We employ internal project schedule tracking procedures using Microsoft Excel spreadsheets to facilitate communication between staff engineers and the project manager.

No.	General Work Plan
1.	Receipt of a Project Task Order.
2.	Provide Scope of Work and Fee Estimate to City of Orange Project Manager.
3.	Commence work upon receiving Notice to Proceed (NTP).
4.	Develop a Work Plan including project tasks, schedule, and deliverables.
5.	Execute Work Plan.
6.	Kick-off meeting to confirm the requirements and obtain pertinent as-built documents.
7.	Prepare project deliverables, including all necessary coordination with City staff and stakeholders.
8.	Provide deliverables to the City staff and project stakeholders (if required) for review.
9.	Incorporate comments from the City staff and/or other project stakeholders.
10.	Provide City with final deliverables.

To consistently guarantee high-quality products for projects on time and within budget, LIN Consulting, Inc. has developed a thoroughly tailored project management plan and quality control system. Our project team routinely uses detailed project scheduling procedures, project work orders, project team meetings, project cost reviews and projections, reviews of technical/administrative status, and progress reports for project management control purposes. Depending on the size of each On-call Task Order, the following controls are applied:

Project Scheduling Procedures –The Project Manager will prepare an internal detailed project schedule based upon contract requirements. This schedule will delineate the major tasks, personnel assignments, and the time schedule used to gauge their performance. The schedule will outline work tasks, assignments, and milestones, as well as the communication, coordination, and review process that will be followed throughout the project. The Project Manager will update the project schedule every month for internal planning purposes. The updated schedule will show any revisions necessitated by the actual occurrence of events as the study proceeds.

Project Cost Control – A software application program is utilized to process hours worked and expenses charged to the project on a weekly basis. A sub-project number is assigned to every task in an effort to better categorize and track all time and expense spent on an individual task.

Project Progress Reports - A progress report will be submitted to the City every month. The items covered in the report will include activities completed, scheduled activities for the next period, meetings attended, problems and suggested mitigation steps, and budget status.

Project meetings with City staff will be held as often as desired by the City to exchange information, review progress, identify problems, and determine any necessary adjustments to the work plan. The LCI team recognizes meetings are an integral part of the work required to accomplish project tasks and meet pre-scheduled milestones. Types of meetings include, but are not limited to, the following:

Project Kick-off Meeting - During this meeting, LIN Consulting will request any information or data needed by its engineers from the City's Project Manager. This information may include items such as as-built plans, traffic counts, and preliminary improvement identifications performed by the City. We would also discuss the general scope and schedule of the project, redefining them as needed.

Pre-design Meetings – For task orders requiring pre-design meetings, we will present our recommendations on required improvements for each location to the affected agencies. We will provide base plans which indicate existing conditions of the project location(s) and explore design opportunities and constraints.

Comment Review Meetings - During these meetings, we will discuss and request clarifications on the City's comments prior to implementing design plan corrections. Comment resolution with minutes will be prepared by LIN Consulting's team and submitted to the City within one week after the meeting.

In addition to meeting with the City, LIN Consulting's Project Manager will hold routine internal project meetings to ensure all team members are working towards the project goals in the most efficient and expeditious manner possible. The protocols outlined above serve to streamline the Task order completion process and to allocate work as efficiently as possible for the City of Orange.

Quality Checks and Assurances

LCI has a proven track record of providing quality engineering services to public agencies for 28 years and is committed to delivering error-free excellence to the City of Orange. We believe our firm engineers will be able to fulfill this directive by enforcing our Quality Assurance and Quality Control (QA/QC) program as early and as strenuously as possible during the project development phase.

Out-going Documents – All out-going documents are meticulously reviewed before formal submittal. All documents produced by LCI- whether it is a transmittal to a client, prospective client, another consulting firm or public distribution- be reviewed by company Authority to ensure that the documents are clear, concise, and free of ambiguity. As a second opinion is invaluable in identifying alternative approaches to the analysis, it is our company policy all documents be reviewed and checked by authorized senior staff prior to submittal.

Design Plans – For Task Orders requiring design plans, all plans produced by LIN Consulting are accurately reviewed and approved prior to the distribution to other designers or to the client. All plans include initials of the personnel who designed, reviewed, back-checked, and corrected the plan(s) as well as a QA/QC signature stamp.

Our team understands our provided services will greatly impact the seniors, youth, and families in the community; that is why our team shares a sense of responsibility to provide the City with quality and accurate design plans with safety at the forefront of our minds. It is the duty of all staff to assume this same sense of business morality reflected in the work we provide to our clients.

For the most efficient, streamlined project delivery, LIN Consulting, Inc. recognizes organization is a priceless asset. LCI places importance for all plans to be labeled with the specific date and revision numbers. The electronic file of design plans, estimates, specifications, and project correspondences are stored in the centralized server, which automatically mirrors and stores information on a secondary server located at our other branch offices. This back-up process enhances the safety and security of all electronic files generated by and for the project while serving as effectual, systemic document referencing for all parties involved.

Standard Fee Schedule

RFP No. 24-25.24, City of Orange On-Call Traffic Engineering Services

LIN Consulting, Inc.

Traffic, Civil, and Electrical Consulting Engineers

STAFF LEVEL	HOURLY RATE
Principal	\$300
Senior Project Manager	\$260
Project Manager	\$230
Senior Engineer	\$220
Assistant Project Manager	\$180
Project Engineer	\$150
Assistant Engineer	\$125
Technical Support	\$105
Administrative Support	\$75

The above rates are effective to December 31, 2028. After the date specified, the labor rates may be adjusted to compensate for labor adjustments and other increases in labor costs.

The cost of printing, mileage, mailing and other expenses incidental to the performance of the services are not included in the hourly rates of above listed hourly rate schedule.

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 Indemnites. 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 Indemnites on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnites, 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 Indemnites 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 Indemnites, 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”

“CITY”

Michael Baker International, Inc.
500 Hutton Centre Dr., Suite 500
Santa Ana, CA 92707
Attn.: Kim Preap, Department Manager

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 949-330-4152
E-Mail: Kim.Preap@mbakerintl.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

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”

“CITY”

MICHAEL BAKER INTERNATIONAL, INC.,
a Pennsylvania corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Trudi Lim
Title: Vice President

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Richard Beck
Title: Assistant Secretary

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	\$/ Hour
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.

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 MINAGAR & ASSOCIATES, INC., a California corporation ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. **Compensation and Fees.**

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. **Payment.**

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. **Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. **Indemnity.**

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Minagar & Associates, Inc.
23282 Mill Creek Road, East Tower, Ste. 120
Laguna Hills, CA 92653
Attn.: Fred Minagar

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 949-707-1199
E-Mail: minagarf@minagarinc.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

MINAGAR & ASSOCIATES, INC.,
a California corporation

*By: *Fred Minagar*
Printed Name: Fred Minagar
Title: President/Secretary

*By: *Fred Minagar*
Printed Name: Fred Minagar
Title: VP/Treasurer

“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:**

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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.]

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.



Through analysis of traffic volume counts and field observations, it was determined that the existing weekday conditions for the subject intersection did not fulfill the minimum warrant criteria and thus, the subject intersection was not converted to a multi-way stop control.

Client Information: City of Colton

Tel: (909)370-5065

Email: vortiz@coltonca.gov

Project Duration: 2005-Present

Total Cost Charged: \$50,000/Year

Section 4: Project Approach

The City of Orange is looking for qualified consultants to provide traffic engineering services, which may include Traffic Impact Reports, Level of Service (LOS) and Vehicle Miles Traveled (VMT) Analyses, Intersection or Traffic Signal Design, and Parking Analyses. Minagar & Associates, Inc. is adequately equipped to serve the City, as it has the skills and services as detailed in the figure and sections below.

1 Traffic Signal Design & Signal Timing/Synchronization	
<ul style="list-style-type: none"> Traffic Control Device Design Traffic Control Device Operation Assessments Traffic Engineering & Signal Upgrade Studies 	<ul style="list-style-type: none"> Plans, Specifications, & Estimates (PS&E) Interconnect Design (fiber, wireless, etc.) Computer Modeling, Simulation, & Signal System Design
2 Intelligent Transportation Systems (ITS)	
<ul style="list-style-type: none"> ITS Planning ITS Design and Implementation Services ITS Architecture Expansion 	<ul style="list-style-type: none"> CCTV, ATMS, Video Detection & Fiber-Optic Communication Systems Traffic Signal Interconnect Expansion
3 Municipal Engineering	
<ul style="list-style-type: none"> Traffic Counts Traffic Management Plans (TMP) Engineering & Traffic Surveys (E&TS) Radar Speed Surveys 	<ul style="list-style-type: none"> Identification of Grant Opportunities/Applications Research for Federal & State Infrastructure Grants
4 Transportation Planning	
<ul style="list-style-type: none"> Traffic Impact Analysis Studies Review Development Proposals Studies to ensure compliance with City/County/State codes and standards EIS/EIR/EA review 	<ul style="list-style-type: none"> Demand modeling, rail/transit studies Assist in Approval of Proposed Development Projects/CUPs Review/recommend land use applications Pedestrian & Bicycle Studies
5 Systems Evaluation & Support Services	
<ul style="list-style-type: none"> Evaluation of Signal Re-timing Evaluation of Synchronization Implementations 	<ul style="list-style-type: none"> Evaluation of ITS improvement Before/After Studies for Transportation Improvements
6 Temporary Traffic Control & Construction Work Zone Plans (TCP)	
<ul style="list-style-type: none"> Traffic Control Plans (TCP) Electrical Engineering Services 	<ul style="list-style-type: none"> Construction Management and Inspection





The following pages elaborate on Minagar's approach and methodology in each category of traffic engineering services shown above.

1 On-Call Traffic Signal Design & Signal Timing/Synchronization Services

Our on-call traffic signal services generally cover the following aspects in the technical design, preparation of plans, construction documents, and timing charts:

- Traffic Signal Timing & Optimization
- Traffic Signal Design & Modification
- Construction Engineering Management for Signal Projects
- Plans, Specifications, & Estimates (PS&E)
- Interconnect Design (fiber, wireless, etc.)
- Computer Modeling, Simulation, & Signal System Design

Intersection Traffic/Pedestrian Signal & Street Lighting Improvements Our traffic & pedestrian signal design projects generally proceed in the following manner for PS&E delivery:

- (1) preliminary analysis (utilizing existing data or collected field data),
- (2) conceptual design,
- (3) 90% signal/signing/stripping design plans and cost estimates,
- (4) preparation of specifications & special provisions,
- (5) 100% PS&E delivery with construction plans, and
- (6) bid/advertisement services if required by the lead agency.

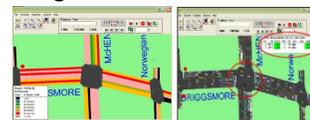


General provisions & technical specifications are prepared with the agency's boilerplate specifications. All final plans & specs, signed and sealed by our California Registered Civil engineers, will conform to local (City/County/APWA Greenbook) and/or state (Caltrans) guidelines and plan preparation manuals. Final signed/sealed plans are submitted on 24"X36", 4-millimeter Mylar sheets, or on vellum medium if requested by the agency.

Our signing and striping plans are prepared in accordance with the latest California Manual on Uniform Traffic Control Devices (CA-MUTCD 2014) and Caltrans Standard Plans (2018). All proposed signage and pavement markings items are identified on our plans both by construction note and MUTCD code.

Traffic Signal Timing/Synchronization/Coordination Traffic signal timing and coordination of

signalized intersections and arterial corridors is the staple of our firm's expertise. We utilize *SYNCHRO*® 11.0 and *SimTraffic*® 11.0 micro-computer simulation modules to build traffic signal network models, analyze intersections/systems, conduct and fine-tune simulations, and develop optimized traffic signal timing plans to deploy in the field. Minagar & Associates, Inc. is a leading national authority on the application, utilization, and training of **Synchro** software, training 88 cities and all Southern California districts for the past 10 years. Our traffic modeling services include preparing a baseline model of the existing signal network based on existing field and office data collection, developing a set of optimized proposed peak hour timing plans, modifying the timing and coordination plans based on lead-agency comments, and conducting final fine-tuning efforts based on on-site/field implementations, as well as:



- *Review of existing conditions*, such as roadway geometries, striping and lane configurations, traffic signal control information, as well as inventories and inspections;



- *Review of deficiencies*, such as parking prohibitions, excessive pedestrian/bicyclist traffic, sources of congestion, and/or unusual traffic generating conditions;
- *Development of an effective highway model*, and
- *Development of operational SimTraffic micro-models*.

Minagar is experienced in using Synchro to analyze the operating conditions of various intersection types, including queuing, delay per vehicle, average speed, and vehicles denied entry. If, based on the traffic study, queue lengths increase when compared to the existing design, a recommendation regarding signal timing will also be included in the traffic study report.

Implementation of our optimized/synchronized timing includes:

- *Revising/Optimizing Traffic Signal Timings*: We have consistently provided successful signal timing strategies to numerous agencies and projects, particularly in the areas:
 - Cycle Lengths and Offsets;
 - Left-turn phasing rotations, protected left-turn phase re-service;
 - Timing Parameters to include full accommodation for pedestrian traffic within splits; and
 - Time-of-day start and stop intervals as recommended for the various timing plans.
- *Inputting Revised/Optimized Traffic Signal Timings*: Our field and traffic signal timing staff can provide installation of new signal timings, including:
 - Full traffic engineering implementation services, or as technical support to local agencies;
 - Utilization of existing interconnect systems during implementation; and
 - Development of time-based signal coordination techniques.

Signal Timing Improvement Strategies for the intersection/arterial/signal network will be provided to the lead agency in addition to our synchronization/coordination efforts, such as:

- Providing technical support to the agency’s traffic signal maintenance staff
- Interfacing with adjacent jurisdictions for jointly owned or operated signals

The Minagar & Associates, Inc. Team also provides evaluations of currently used time-referencing equipment for all traffic signal controllers along a given corridor to determine the recommended type of time clocks (e.g., GPS clocks, WWV, etc.) to be utilized for accurately coordinated time-referencing, especially across jurisdiction boundaries.

We are also experienced in providing procurement recommendations for new/updated traffic signal controller units and/or assemblies, prior to the implementation of signal timings. This includes on-site assistance for turn-on activity of new equipment, as well as “fine-tuning” of traffic signal timings/settings and thorough logs and records of all changes carried out prior to the implementation to the satisfaction of the lead agency.

2 On-Call Civil Engineering Services
INTELLIGENT TRANSPORTATION SYSTEMS (ITS) DESIGN & DEPLOYMENT

Improvements, relocation, expansion of existing ITS facilities. Intelligent Transportation Systems (ITS) projects can include a variety of improvements. Our recent ITS projects have included:



- ITS Architecture Expansion
- ITS Planning & Design
- Preparation of Plans, Specifications, & Estimates (PS&E)
- CCTV camera deployment
- VDS camera deployment
- Dynamic Message Signs (DMS)
- Advanced Traffic Management Systems (ATMS)
- Systems Communication/Traffic Signal Interconnect Expansion
- Homeland Security
- Traffic Management/Operations Center (TMC/TOC) Deployment

Our procedures for designing and deploying ITS improvement projects typically follow those outlined in the previous section for traffic signal PS&E delivery. At the start of the design stage, the public agency usually has an idea of what needs to be deployed, based on previous master-planning efforts. If none are available, Minagar & Associates, Inc. will coordinate with the agency to develop appropriate ITS improvements, including FHWA ITS Architecture & Systems Engineering compliance and meeting all of Caltrans Environmental requirements.

**③ On-Call Civil Engineering Services
MUNICIPAL TRAFFIC ENGINEERING & SUPPORT SERVICES**

For 19 years, Minagar & Associates, Inc. has provided on-call professional traffic engineering and municipal support services to public agencies. In the capacity of City Traffic Engineer, our team provides consulting to the lead agency on transportation and traffic-related matters, providing services, reports, materials and other resources which are normally assigned to the Engineering Division/Section. Related services include:

- Traffic Counts
- Traffic Management Plans (TMP)
- Engineering & Traffic Surveys (E&TS)
- RFP Work Scope Development
- Expert Witness Services
- Civil/Structural Engineering Support of Highway Facilities
- Collaborating with City, County, Caltrans staff, & local law enforcement agencies
- Attending City Council, Transportation Commission, & other public meetings
- Short- and long-range planning, providing recommendations, and establishing goals and budgets for traffic impact mitigation;

④ On-Call Transportation Planning Services

Our transportation planning services bridge the gap between community planning and engineering judgment and include the following, and are described in more detail below.

- Traffic Impact Analysis Studies
- Review Development Proposals
- Demand modeling, rail/transit studies
- Conduct studies to ensure the appropriate compliance with City, County and State codes, standards, regulations, etc.
- EIS/EIR/EA review — compliance with design requirements and standards
- Parking/Toll Road/Financial studies
- Assist in preparing conditions of approval for proposed development projects/CUPs
- Evaluate and provide recommendations for developer-proposed mitigation measures
- Review/recommend land use applications

Demand Modeling Our demand modeling services include development and application of the local or regional demand model using available existing data on its roadways, transit ridership and network information, socioeconomic characteristics, vehicular volumes, average travel times, and planned/programmed projects in the near-term or horizon forecast scenarios.

Traffic Forecasting





- *Trip Generation*: Estimation of vehicular trips to be generated from the proposed project;
- *Trip Distribution*: Includes developing a model to determine the projected paths of future trips;
- *Trip Assignment*: Identification of the magnitude and direction of project vehicular trips;
- *Traffic Scenarios*: Involves developing particular “target years” and “conditions” to analyze with respect to important milestones in both the construction phasing of the project and future conditions of the County, such as the choice of target years or application of any trip credits;
- *Environmental Clearance and Traffic Congestion Mitigation*: Includes determining a project's traffic impacts and developing solutions reduce this through mitigation measures. Consultation with lead agency staff and Caltrans (if under state right-of-way) shall also be pursued as needed, so that reviews may be expedited and conflicts and/or misunderstandings are reduced in both the local agency review process as well as any Caltrans encroachment permit processes.

Parking Studies Local municipalities generally have parking codes by which new or modified development must abide. Beyond the “black and white” parking code, however, a number of issues can arise which require studying a given site’s current parking situation, and forecasting its future parking conditions. Our typical parking study approach takes this into account and consists of the following steps:

1. Conduct on-site baseline parking accumulation surveys during peak periods of development to determine the magnitude and patterns of existing parking activity. The time frame(s) for these surveys will be verified with the lead agency at the start of each parking study project.
2. Determine peak hour and day at the site from the parking surveys.
3. Estimate projected parking demand of the proposed development based on the Institute of Transportation Engineers’ (ITE) and/or Urban Land Institute’s (ULI) parking methodologies.
4. Compare local agency parking requirements with existing and forecasted parking demand, then determine if the site will provide an adequate parking supply under fully built-out conditions.
5. Provide recommendations and/or strategies to improve on- and/or off-site parking conditions.

Mitigation Planning & Impact Fee Analysis

- *Recommendation of Mitigation Measures*: Customized mitigation measures techniques shall be recommended if the subject project exceeds acceptable impact thresholds.
- *Preparation of Mitigation Plans*: This may include plans, schematics, or diagrams such as Signal Modification Plans (1:20 scale), Signing & Striping Plans (1:40 scale), or Parking Layouts.
- *Impact Fees*: As required by the Agency, we will also conduct an impact fee analysis to determine the fair-share contribution of traffic improvements to be apportioned to a given developer. Because the methodology for determining impact fees can vary by city, county, etc., our staff will meet with the lead agency on the approved method for calculating impact fees.

5 On-Call Systems Evaluation Services

Minagar & Associates, Inc. provides systems evaluation services for measuring the

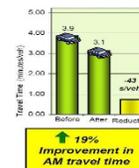
- Evaluation of signal re-timing/synchronization implementations
- Evaluation of ITS improvements
- Before/After Studies for Transportation Improvements





Our most common systems evaluations consist of performing “Before/After” studies, which measure improvements (travel time, mobility, fuel consumption, etc.) resulting from project implementation.

“Before/After” Studies and Reports We usually perform two performance evaluation studies: (1) a field "floating car survey" study of field-collected traffic data, and (2) a comparison of computer-generated traffic simulation models (Synchro/SimTraffic 11.0). Both are used to identify improvements in the "before" & "after" Measures of Effectiveness (MOEs).



Performance Evaluation of Regional Surface Transportation Improvements Projects (RSTI)

We also provide RSTI evaluation services, which involve quantifying and evaluating the benefits and impacts of a given completed surface improvement project on the surrounding transportation network. These include studies such as:

- *Signal Analyses*, which measure the improved signal(s) operation & performance and may use field data such as turning movement counts (TMCs), cycle lengths, signal phasings, etc.,
- *Arterial Analyses*, which measure improved traffic flow along a given arterial, and
- *Unsignalized Intersection Analyses*.

6 On-Call Temporary Traffic Control/Work Zone Plans Services

Traffic Control Plan (TCP) Services Minagar & Associates, Inc.’s TCPs are prepared in accordance with Caltrans requirements, the WATCH Manual, and/or the governing Agency’s Standard Plans, if applicable. Our TCPs are comprehensively prepared to show exact location and limits of construction activity, follow the various staging/phasing of the project, indicate changing hours of operation and parking restrictions, show lane closures and placement of temporary traffic controls, and include details on construction activity and equipment being used as part of construction to assist in the Agency’s review.

Construction Engineering Management (CEM) and Inspection Minagar & Associates, Inc. offers licensed and certified Professional Engineers and Class A, B and C electrical contractors to provide on-site, on-call construction management and inspection services to work on a “moving operation” construction team. These services include, but are not limited to:

- Providing on-standby professional consulting services to resolve all construction issues;
- Monitoring, inspecting & ensuring the compliance of all Contractor’s work; and
- Providing Public Relations (PR) services to local businesses regarding construction.

Electrical Engineering Services Minagar & Associates, Inc. provides electrical engineering services, including field inspection of equipment and existing conditions. Our licensed and certified engineers and contractors provide field inspection and fine-tuning services for electrical systems, recommendations on traffic signal upgrades, and offer public agencies procurement services in purchasing new signal equipment and providing an in-depth analysis of the Agency’s current traffic operations and means for improvement.





City of Orange 2025 Schedule of Rates

	CLASSIFICATION	HOURLY BILLING	Raw/ Actual/ Payroll RATE	Effective date of hourly rate	
		RATE		From	To
1	Principal-in-Charge	\$243.25	\$87.27	01/01/2025	12/31/2025
2	Project Director	\$243.25	\$87.27	01/01/2025	12/31/2025
3	Principal Engineer	\$243.25	\$87.27	01/01/2025	12/31/2025
4	Senior Project Manager	\$205.82	\$73.84	01/01/2025	12/31/2025
5	Field Manager/ Construction Manager	\$131.18	\$47.06	01/01/2025	12/31/2025
6	City Traffic Engineer	\$185.19	\$66.44	01/01/2025	12/31/2025
7	Principal Systems/ Electrical Engineer	\$186.03	\$66.74	01/01/2025	12/31/2025
8	Senior Designer/Engineer/Planner	\$172.26	\$61.80	01/01/2025	12/31/2025
9	Project Engineer/Planner	\$102.94	\$36.93	01/01/2025	12/31/2025
10	Traffic/Transportation Engineer	\$77.52	\$27.81	01/01/2025	12/31/2025
11	Assistant Traffic/Transp. Engineer	\$73.17	\$26.25	01/01/2025	12/31/2025
12	Engineering Assistant	\$64.61	\$23.18	01/01/2025	12/31/2025
13	Planning Assistant	\$58.53	\$21.00	01/01/2025	12/31/2025
14	Admin Assistant/Intern	\$58.53	\$21.00	01/01/2025	12/31/2025

Updated Jan. 1, 2025

NOTES:

- Non-commuter Mileage is per Current IRS Annual Mileage Rate.
- Telephone & Equipment are included in the above Hourly Costs.
- Cost Escalation shall be applied per Los Angeles/Orange County Metropolitan Area CPI Indices
- Project Reimbursable Expenses are billed at Cost.
- Direct Costs are billed at Cost Plus 5%.

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 STANTEC CONSULTING SERVICES INC., a New York corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$250,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City’s Project Manager, or as designated in Exhibit “A,” shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit “A,” Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit “A” hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor’s control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Stantec Consulting Services Inc.
38 Technology Drive, Suite 200
Irvine, CA 92618
Attn.: Keith Rutherford, Principal

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 949-923-6952
E-Mail: keith.rutherford@stantec.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

STANTEC CONSULTING SERVICES INC.,
a New York corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: David Elwell
Title: Vice President

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: Jeffrey Stone
Title: Asst. Secretary

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.

√

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

STANTEC CONSULTING SERVICES INC.,
a New York corporation

CITY OF ORANGE, a municipal corporation

Elwell, Dave
*By: _____
Printed Name: David Elwell
Title: Vice President

Digitally signed by Elwell, Dave
DN: CN="Elwell, Dave", OU=Internal,
OU=Users, OU=stantecc, DC=corp,
DC=ags
Reason: I am approving this document
Date: 2025.11.03 14:59:50-08'00'

By: _____
Daniel R. Slater, Mayor

Stone, Jeff
*By: _____
Printed Name: Jeffrey Stone
Title: Asst. Secretary

Digitally signed by Stone, Jeff
Date: 2025.11.03 16:17:30
-05'00'

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.

√

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.

H. Work Plan

The on-call traffic engineering services we are prepared to provide to the City range from preparation of detailed design plans for traffic signals, enhanced warning systems, signing and striping plans, traffic control plans and related systems, providing specialized skills in areas of traffic studies and analyses, transportation planning, grant funding and applications, and outreach. Our step-by-step process for on-call assignments is depicted in the On-Call Process work flow below.

Approach

Our approach to a traffic on-call assignments will be to satisfy the City’s objectives in a timely and cost-effective manner through the application of excellent project management and up-to-date technical skills. This approach is based on our experience and successful completion of previous HSIP Cycle 5 and 6 traffic signal improvement projects and the recent Katella Avenue and Struck Avenue Intersection Improvement Project for the City. Because of this previous experience, we are very familiar with City design standards and procedures.

We will acknowledge receipt of task orders from the City within 24 hours. In response to a specific on-call assignment, we will assemble the skills required and prepare a detailed work plan, schedule, and a not-to-exceed cost estimate for review and approval by the City within five business days. We will meet with the

City to review and refine the scope of services and schedule, and to negotiate the corresponding contract amount, if necessary. Once the City agrees with the project plan and cost, and the notice to proceed is issued, our team will begin the assignment and manage the project through to satisfactory completion.

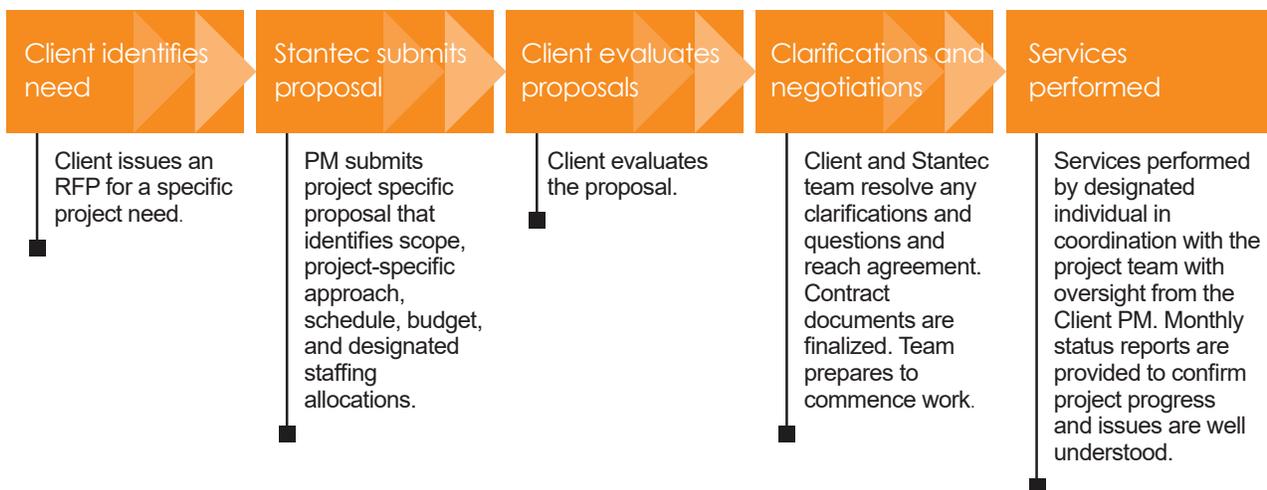
The first task we will perform at the beginning of an assignment is to meet with City traffic staff to receive plan checks or to conduct research and review existing data and information at the City for new design projects. We will discuss with City staff any special concerns or conditions associated with each assignment. Our work plan methodology to complete individual tasks as needed by the City will include but not be limited to the following tasks.

Task 1: Traffic Signal Design Plans

Subtask 1.1 – Background and Utility Research/ Coordination and Field Review

Our team will research and obtain from the City, utility companies, and/or other appropriate agencies, the available as-built record street improvements, utility plans, and right-of-way maps for the limits of each project area. We will identify utilities within the intersection limits as shown on the available record plans of existing roadway improvements and utility facilities. Based upon review and verification of the

On-Call Process



as-built plans and our site visit to thoroughly document existing improvements (including digital photographs) and identify potential conflicts, we will identify areas free of potential conflicts where the conduits, foundations, and other substructures associated with proposed signal improvements can be located. Potholing of signal pole foundation locations will not be included in scopes of work unless requested by the City.

Design plans will be sent to identified utility owners/agencies to confirm depiction of their existing facilities as shown on the plans and to identify locations of any future planned facilities. A record of communication with each utility agency will be documented in a utility log and provided to the City upon completion of design. The utility log will contain all requests for information, transmittals of design plans to agencies for review, and notices of conflict and need for relocation as necessary.

Subtask 1.2 – Design Survey and Base Map Preparation

If required, based on the type of improvements and/or availability of suitable records and as-built drawings, we will provide topographic design surveys for projects. Control data will be assembled and established for the project area. Topographic base map limits at intersections will extend an appropriate distance on each leg to cover the limits of advance vehicle detection zones. Surveys will include 25-foot (max.) cross section intervals along the first 100 feet (min.) in each direction along major streets, and 25-foot (max.) intervals along 50 feet (min.) of minor streets. Cross sections will include, but not be limited to, right-of-way, back/ front of walk, top of curb, flow line, gutter lip, lane lines, centerline, and any visible surface utilities, top and bottom of access ramps and driveway aprons, landscaping, trees, power/utility poles (including height), street lights, and signage.

The survey data will be downloaded and compiled to create topographic base maps of the project areas, including right-of-way, centerline, surface features, and culture. Any fees required to obtain an agency encroachment permit for design surveys will be considered a reimbursable expense.

Subtask 1.3 – Traffic Signal, ITS, and Interconnect Design PS&E

We will prepare traffic signal plans using AutoCAD (version per City requirements), at 1" = 20' scale. Designs will follow applicable California Manual on Uniform Traffic Control Devices (CA MUTCD) and

City of Orange standards. Prior to preparation of plans, we will meet with the City to confirm the project objectives and to identify any special design requirements. ITS and interconnect plans will be prepared in AutoCAD at 1" = 20' or 1" = 40' scale. Stand-alone improvement plan sets will also include a title sheet.

Supporting design information such as conduit fill calculations, electrical loads, and other relevant data will be provided to the City. If design plans include changes to roadway or intersection geometrics, a supporting traffic study or analysis for the modification can be provided to the City if included in the assignment scope.

We understand it is anticipated that projects will be accommodated within an existing right-of-way. However, if necessary, we can prepare legal descriptions and plats for processing by the City to obtain additional rights-of-way or easements. This work will include all research, surveys, obtaining title reports, etc. to complete required right-of-way easement documents.

Plans will be submitted at 30%, 80%, and 100% completion level in electronic PDF format and in full-size hard copy format as requested. Final approved signed plans will be on 4-mil mylar and electronic files will be provided in PDF and AutoCAD formats. All design files and utility correspondence will be provided to the City.

We will prepare and submit permit applications to outside agencies if necessary for project implementation. Permits may be processed through agencies by the City or by our office if directed. Any fees required to obtain agency permits will be paid by the City or considered a reimbursable expense.

An estimate of probable construction cost will be prepared for 80% submittal including quantities and unit prices. The quantities and cost estimate will be revised/updated as necessary for each subsequent submittal.

Technical specifications and special provisions for traffic signal and related work will be prepared on an as-needed basis based on the latest City specifications. We will coordinate with City staff to discuss and identify any updates/revisions to the specifications before documents are modified. The specification documents will be included with the 80% plan submittal and revised with subsequent submittals, as required. Preparation of bid documents and technical specifications will be prepared in accordance with the requirements of the project funding source.

Task 2: Signing and Striping Plans

Stantec will prepare signing and striping plans using AutoCAD at 1" = 40', horizontal scale, for implementation of project improvements. The plans will indicate the new striping and pavement markings within the Project limits and removal of existing delineation and pavement markings as necessary. The plans will also include existing signs and new signs if necessary to meet current California Manual on Uniform Traffic Control Devices (CA MUTCD) standards. The traffic sign work will be based on a field inventory of existing delineation, markings, and signs and an assessment of new project signage upgrade requirements, as appropriate. All improvements will be based on the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) and City of Orange standards.

Task 3: Streetlighting Plans

Street lighting plans will be prepared in AutoCAD format compatible with City requirements at 1" = 20', or 1" = 40', horizontal scale. We will use existing record drawing, field survey topographic, R/W and property data to create an intersection/roadway base map at project locations. The plans will include all necessary details, and general and construction notes. For stand-alone lighting projects, the improvement plan set will include a title sheet and detail sheet(s) as required. Supporting design information such as photometric analysis, conduit fill calculations, electrical loads, and other relevant data will be provided to the City.

Task 4: Traffic Control Plans

Traffic control and staging, including but not limited to minimum thorough and turn lane requirements, access requirements, and construction restrictions will be discussed and a consensus achieved with the City prior to development of plans. Traffic control will follow the guidelines established in the latest CA MUTCD and City of Orange standards.

Traffic control plans will be prepared using AutoCAD, at 1" = 40' horizontal scale, "double stacked" with two viewports per sheet. The plans will show traffic control measures required for each project

construction stage including all traffic control devices, temporary lane delineation, and construction signing. Stantec will make every effort to work closely with the City to reduce the impacts of traffic control and lane closures by implementation of an efficient design that emphasizes public and worker safety and cost-effective construction.

Task 5: Traffic Engineering Plan Check

Our team of discipline specialists will conduct plan check reviews for capital and development projects including traffic signal/interconnect, signing and striping, and traffic control plans. Plan reviews will emphasize compliance with latest editions of the City of Orange Standards, CA MUTCD, AASHTO, Caltrans Highway Design Manual, and other accepted industry manuals and guidelines. Our team also includes experts in roadway and civil design, and we can provide a review of plans associated with these disciplines as well, if needed.

When beneficial for plan review and general project knowledge, we will visit project sites to confirm existing improvements and adequacy of project design. Our team will coordinate with City staff and/or other consultants performing simultaneous review of other components of a project, as required. We will typically make plan check comments directly on the plans with the most significant comments summarized in a memo to City staff. We will be available to attend project meetings virtually, or at the City to discuss plan check comments with plan designers.

First review of plans will be completed within 10 working days and subsequent reviews within five working days unless directed otherwise by the City.

Task 6: Traffic Signal Timing and Coordination Studies

Our team of discipline specialists has managed and provided services to several corridor and network projects throughout many municipalities throughout the County of Orange. Stantec developed and implemented improved and synchronized timings and operations, and documented the post-implementation benefits. Our team will provide all the required services to the City with the help of AimTD, who has a long and successful working

relationship with Stantec, to provide traffic data collection services for our team as necessary.

Task 7: Transportation Analysis

Subtask 7.1 – Traffic Studies

Capital infrastructure projects require an analysis of project-level traffic impacts. We will prepare a comprehensive analysis that includes all the necessary information for the City's decision makers to understand the potential impact to the transportation system resulting from the project. We have specialists experienced in the preparation of corridor studies, intersection/roadway improvements, pedestrian and bicycle circulation evaluation, parking studies, and air quality analysis.

To prepare a transportation analysis, we first define the existing conditions using traffic counts and a field review of the project area. We will derive traffic forecasts of future conditions using an appropriate four-step travel demand model considering growth factors to be approved by the City.

We then prepare a roadway capacity analysis for mid-block segments and intersections, along with an access control evaluation. We use the Intersection Capacity Utilization (ICU) method for intersection analysis along with Highway Capacity Manual (HCM) methodology when appropriate. As discussed in Task 7.2: Simulation/Modeling, below, we use various types of sophisticated simulation software depending on the type of project and the amount of public engagement that is needed. Depending on the scale of analysis, we will document the study in letter form, a technical memorandum, or a comprehensive report.

Subtask 7.2 – Simulation/Modeling

Changes to a single intersection or an established roadway corridor can be controversial when the impact of the change isn't fully understood. Our design visualization services help bring into focus critical components of the proposed change and help decision makers and the general public see the effect of the project. Microsimulation also provides accurate traffic information to aid in project design. We use programs such as VISSIM, CORSIM, Synchro/ SimTraffic and Transmodeler to create 3D traffic simulations that show current and predicted future traffic volume, producing detailed operational statistics and animated videos as a final deliverable.

Public involvement brings its own challenge: how do we convey highly technical or complex information to a non-technical audience? With our design visualization tools, we can communicate your project messages in terms that are understandable and relatable. Using Autodesk 3ds Max, we can create 3D models to show your design as a photorealistic rendering or animation, providing useful graphics or discussion.

We also have more interactive visualization methods. Our driving simulators use a gaming engine to make an interactive experience. The person uses a gaming wheel and "drives" through the project, with real-time responses in a virtual version of your project. We also use YouTube 360 to create 360-degree animations that allow users to see every angle of your project as they move the screen around. The technology uses the models created in Autodesk 3ds Max.

Subtask 7.3 – Neighborhood Traffic Calming Studies, Warrant Studies, and Traffic Investigations

Our team is comprised of local traffic engineering experts who have successfully delivered neighborhood traffic calming studies for various cities and homeowners' associations throughout southern California. Implementation of the our team's recommendations brought quantifiable improvements that enhanced safety and efficiency for the residents.

Subtask 7.4 – Traffic/Parking Study Review for Private Developments

As an extension of City Staff, we will peer review transportation planning and traffic engineering technical studies prepared by others. Utilizing the City's review checklist, or our own traffic study quality control checklist, we will review the transportation planning studies prepared by other consultants prior to the review by City Staff. We have prepared hundreds of transportation studies ourselves, and have a deep knowledge of requirements for a broad range of transportation study types. Our review will include a thorough check of completeness, a verification of all calculations, and a check of assumptions for reasonableness. Our thorough review will save City Staff time by identifying calculation errors as well as flagging fundamental big picture issues early in the review process, so that City Staff can focus their efforts on the high-level aspects of the project.

Task 8: Technical Support for Funding and Grant Application

Our team includes a seasoned experts who has successfully completed funding and grant applications for several traffic and transportation related projects. Maria Morris' familiarity with funding programs and grants, including preparation of applications, will be of benefit to the City and provide opportunities for project implementation.

Task 9: Special Studies and Civil Design

In addition to the service tasks discussed above, we understand that the City may require additional services on an as-needed basis in support of traffic/transportation projects. Some additional services in which we have successful experiences includes the following:

- Technical services and support for non-motorized capital projects (active transportation)
- Bikeway master plans
- Environmental studies
- Drainage studies
- Roadway improvement plan design
- ADA pedestrian ramp design
- Storm drain design
- NPDES compliance
- Landscaping and irrigation design

Task 10: Traffic Counts and Data Collection

Traffic counts and data collection, if required, will be coordinated by our team and conducted by AimTD a data collection specialist firm. We have a successful working relationship with AimTD on a variety of projects requiring traffic data collection. Having a good existing working relationship allows us to provide the shortest turnaround times possible for collecting and compiling data.

Task 11: General Municipal Traffic Engineering Services

We are also able to provide the City a host of other general traffic engineering services not specifically identified above. Specific services we have successfully provided other public agencies include Engineering and Traffic Surveys (E&TS) for establishing speed limits, safe routes to school, field equipment/infrastructure inventories, pedestrian and bicycle active transportation improvements, ADA compliance, sight distance analyses, design manual/standard plan updates, and more. Our deep bench of traffic, data collection, and civil discipline specialists can meet your specific needs.



Grijalva Park at Santiago Creek Trail, Orange, CA

STANTEC CONSULTING SERVICES INC.**RATE TABLE**

Labor Classification	Hourly Rate
Level 17	
Principal/QA/QC Manager	\$290
Sr. Transportation Specialist	\$290
Level 16	
Sr. Project Manager	\$280
Sr. Civil Engineer/Sr. Survey Manager	\$280
Level 15	
Roadway Task Manager	\$254
Survey/Mapping/Right-of-Way	\$254
Level 14	
Sr. Project Engineer	\$240
Sr. Traffic Engineer	\$240
Level 13	
Sr. Engineer/Project Engineer	\$228
Sr. Transportation Planner	\$228
Traffic Engineer II	\$228
Field Survey Coordinator	\$228
Level 12	
Civil Engineer	\$217
Transportation Planner	\$217
Traffic Engineer II	\$217
Design Engineer	\$217
Level 11	
Engineering Designer	\$206
Sr. Project Coordinator	\$206
Survey Analyst	\$206
Level 10	
Senior Designer	\$190
CAD Technician	\$190
Level 9	
Design Technician	\$183
CAD Technician/Asst. Engineer II	\$183
Project Coordinator	\$183
Assistant Planner	\$183
Level 8	
Project Coordinator	\$177
Junior Engineer/Assistant Engineer I	\$177
Survey Crews	
1-Man Survey Crew	\$240
2-Man Survey Crew	\$365
3-Man Survey Crew	\$490

AimTD**RATE TABLE**

General rate sheets are not provided since project locations vary widely, leading to significant differences in data collection costs.

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 T J K M, a California corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. **Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. **Indemnity.**

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

T J K M
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588
Attn.: Nayan Amin, President

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 408-410-2977
E-Mail: namin@tjkm.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

T J K M, a California corporation

CITY OF ORANGE, a municipal corporation

*By: *Nayan Amin*
Printed Name: Nayan Amin
Title: President

By: _____
Daniel R. Slater, Mayor

*By: *Ruta Jariwala*
Printed Name: Ruta Jariwala
Title: Secretary

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.

√

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.

H. WORK PLAN

Scope Understanding

The Proposer shall indicate an understanding of the scope of services requested in this RFP.

TJKM is under several multi-year or longer-term contracts with agencies that utilize our services providing staff augmentation and project management to increase their bandwidth. TJKM commits a dedicated staff of seasoned, experienced traffic experts who have demonstrated capabilities to meet the technical, managerial, and schedule challenges to be encountered during this On-Call Contract.

The TJKM Team’s extensive experience includes many state, county, and city projects, as well as direct experience with as-needed traffic engineering services contracts. The TJKM Team is uniquely qualified to meet all the city goals and objectives on any assignment.

WE KNOW SOUTHERN CALIFORNIA

TJKM has successfully completed various projects throughout Orange County and Southern California. Due to our local knowledge and experience, we have great familiarity with all the services mentioned in the Request for Proposals, which will greatly benefit the City of Orange. Some of our recent Southern California projects include Safety Action Plan for the City of Monrovia, Local Road Safety Plans for the Cities of Pico Rivera and Glendale. We are currently providing On Call Traffic Engineering and Transportation Planning Services for the Cities of Beverly Hills, Thousand Oaks, West Hollywood, Pico Rivera, and Palm Desert. Two of our Project Team members reside in Sothern California and readily available to assist the City.

EXPERTISE

The TJKM Team has all the requisite technical experience that is required to complete any project successfully. Our team members have extensive knowledge and experience providing various Traffic Engineering Services. Our team includes a California Licensed Professional Engineer who is eligible to prepare and oversee sign plans for all design work and improvement plan check services.

Traffic Studies

Traffic is often a major consideration when planning a new or modified development. Traffic Impact Studies (TIS) are a specialty at TJKM. We are well-trained and highly effective at analyzing potential impacts created by a new or modified development and we develop creative solutions that our clients can implement. A TIS usually occurs in the early stages of planning. The purpose is to assist planners, in both the public and private sectors, in making major land use and other development decisions. TJKM’s TIS services typically include identifying level of service (LOS) deficiencies, recommending alternative circulation systems, producing forecasts using transportation models, and providing mitigation measures for traffic impacts associated with a proposed development. In addition, we have extensive experience analyzing future development scenarios and developing Traffic Impact Fees that fund mitigation measures, minimizing development impacts on the community.



TJKM has conducted over 3,000 TIS as part of EIRs or as separate analyses. We have conducted studies for residential, retail, office, institutional, industrial, government, and recreational developments for both private developers and government agencies. We routinely attend City Council and Planning Commission meetings to support our findings and recommendations and have a successful track record of achieving accord between the developer’s vision and the best interests of the community.

Private Development Traffic and/or Parking Study Review

We bring extensive experience in many areas that cover both on-street and off-street parking facilities. We have successfully completed hundreds of studies for cities and private developers that involved parking supply/demand analysis, parking intrusion into residential neighborhoods, commuter parking, permit parking programs, parking fees, enforcement, wayfinding signs, policy development, etc. We have developed Parking Demand Management solutions for many cities with a goal to reduce parking demand by promoting cleaner and sustainable non-auto modes of transportation. Our team includes prior city transportation and parking managers who have in-depth understanding of traffic and parking related policies, operations and maintenance matters that are important to the City and its residents and businesses.



Traffic Signal Design

TJKM has designed more than 3,000 signals in 200 jurisdictions throughout California. Our staff are very knowledgeable in preparing Plans, Specifications, and Estimates (PS&E) for new/modified signal systems and pavement delineation that enhances capacity and safety. TJKM's design process includes a detailed site investigation to verify existing items such as lane geometry, sight distance issues, signal poles, controller cabinets, service pedestals, pull boxes, conduits, street lighting circuits, and other information. Due to the site investigation, our staff has hands-on experience and an extensive track record of successfully delivering constructible design projects. Our team is dedicated to providing high quality and accurate PS&E. Many of our signal design projects require design for interconnect and coordination that include fiber optic, copper wire, and wireless communications. Due to the evolving environment of signal design and traffic monitoring, the TJKM Team is very familiar with modifying and installing news signals with surveillance cameras, video detection systems, and wireless devices to support Adaptive Traffic Control Systems, Automated Traffic Signal Performance Measure, and Connected Vehicle applications.



TJKM's staff routinely provides construction assistance for our design projects, including traffic calming devices and traffic signal systems. We attend pre-bid and pre-construction conferences to provide in-field assistance and work effectively with contractors. TJKM also designs traffic/construction zone control plans that show how traffic will be handled during construction periods.

Traffic Control Plans

Construction phasing and traffic control plans go hand by hand. TJKM has extensive experience in developing traffic control/construction staging zone plans that show how traffic will be handled during construction periods. The plans are typically done in incremental phases to ensure safety of users on the roadway during specific events for various construction activities and the safety of construction workers. We have developed traffic control plans for facilities operated by local agencies and the state and are familiar with the guidelines and standards. TJKM reviews and approves traffic control plans submitted by the developer and contractors for work on the public right-of-way.

Street Light Design and Plan Check

TJKM has completed Streetlight Design as part of street projects/plans or independently as their own plans. We have successfully delivered comprehensive electronic database of streetlights allowing our clients to meet Federal Highway Administration requirements. The database we develop enables maintenance staff to query groups for inspection, generate work orders, develop monthly maintenance inspection lists, and execute a replacement plan. Queries can also be made via ArcMap Geographic Information Systems (GIS) software and Microsoft Access and Excel. Once we collect the data, we evaluate them and develop the PS&E. Upon completion of the base maps, we prepare the preliminary design that includes details on connecting the new streetlights into the existing streetlight infrastructure and identify the extent of Southern California Edison (SCE) coordination required to energize the new system. If the agency requests assistance, TJKM will lead the efforts to coordinate and prepare permits with SCE to provide power for new infrastructure. TJKM will also assist the City with using the data and information gathered from the inventory to seek grant funding opportunities for upgrading the existing streetlighting and install new streetlighting. TJKM has worked Streetlighting and Safety Improvement Projects throughout California including:

- HSIP Cycle 11 Pedestrian Crossing Improvements, Pico Rivera
- Traffic Signal System Update HSIPL, Manteca
- Citywide Streetlighting and Safety Improvements PS&E Project, Concord
- Mission Boulevard Streetscape Project, Alameda County
- Traffic Control Device and Streetlights Inventory and Sign Retroreflectivity Assessment, Alameda County

Signing and Striping Plan Preparation and Plan Check

TJKM, as part of our extensive experience working on design related projects for both public agencies and private developments, brings a wealth of knowledge in preparing PS&E for various projects. TJKM will follow the typical 35%, 65%, 95%, 100% PS&E submittal stages to deliver a high-quality product to the city. We have prepared signing and striping plans and specifications for construction of traffic signals, traffic calming devices, bike facilities, roundabouts, road diets, road widening, and other transportation and street infrastructure projects.



Technical Support for Funding and Grant Application

TJKM has repeatedly assisted agencies in the preparation of the needed documentation for various grant funding sources such as Highway Safety Improvement Program (HSIP), Active Transportation Program (ATP), Safe Streets and Roads for All (SS4A), and many more. We will ensure your safety documents include all the recommended safety measures and meet all applicable federal, state, and local requirements in anticipation of future grant funding opportunities. With our deep understanding of funding, we will help your agency navigate the process to secure funding for crucial safety projects. Past Grant projects include:

- **ATP Grants:** TJKM assisted the City of Dinuba in preparation and submittal of an application, and they successfully received \$18 million.
- **HSIP Grants:** TJKM has assisted numerous clients with HSIP Grant Applications and has successfully received more than \$100 million in funding within the last three cycles of HSIP funding.
- **SS4A Implementation/Planning and Demonstration Grants:** In 2024, TJKM assisted clients with preparing applications and successfully securing approximately \$25 million (\$18 million on Implementation Grants) in funding for various agencies.
- **Congestion Mitigation and Air Quality (CMAQ) Grants:** TJKM assisted the City of Modesto in preparation and submittal of CMAQ Grant Applications, and the City successfully received \$4 million.

As part of this process, we will obtain all background information of the projects and its relevant needs for the grant and meet with the City team to discuss the details of the grant application and schedule. TJKM will prepare letters of support, as well as diagrams and images that support the data and the “story” of the project. Once information is finalized, we will submit the application on behalf of the city and provide the City with email confirmation of the application. TJKM will fully support the City’s needs for any regional, state or federal funding applications.

Intelligent Transportation Systems (ITS) Design

Our team is nationally recognized for our expertise in Intelligent Transportation Systems Design. We have worked with numerous agencies to improve the efficiency of surface transportation systems through the planning, design, operation, and maintenance phases of numerous ITS projects. Our team members have significant experience in the design and development of ITS systems over the past 20 years. Through our work, TJKM has developed a process that provides efficient ITS design through a multi-level approach, which addresses each element from concept, design, implementation and to full operational stages. TJKM, and its team members in their individual experience, have successfully applied this approach to several similar projects throughout the nation, tailoring each project to the client’s needs. On ITS design projects, we bring valuable experience in inventorying existing conditions, develop base maps, and prepare PS&E for ITS projects at 35%, 65%, 95%, and final stages.

Traffic Signal Timing and Coordination Studies

Signal coordination projects can present many challenges such as: signal timing optimization philosophies and strategies; pedestrian clearances; advance and exclusive pedestrian phases; transit signal priority; cycle length selection; network partitioning; cross street coordination; and queue management. Our approach is based on numerous signal coordination projects we have worked on, and lessons learned from those projects. Based on our extensive experience in delivering successful similar projects we believe in order to develop good timing plans, accurate traffic volumes and data must be collected and analyzed. In addition, identification of the feeders and facilitators and other key relevant factors that can impact the progression and operations for all modes of transportation is very important. Once the plans have been developed, it is important that the traffic engineer observe the resulting conditions and fine-tune the plans to make them most effective.



Our Team has timed more than 1,500 intersections throughout California. Our proposed team members have worked on signal coordination projects under the Metropolitan Transportation Commission’s (MTC) Regional Signal Timing Program (RSTP) 2008-2010 Cycles and PASS 2010-2023 Cycles. In addition, we have provided traffic signal timing evaluation and signal timing plans for numerous local jurisdictions. Many of our traffic signal system projects have included coordination of existing signals, development of new timing plans, implementation, and fine tuning, including interconnect design for some projects.



Our staff is thoroughly knowledgeable of all of the standard capacity analysis software including HCS, Synchro, VISSIM, VISTRO, SIDRA, Traffix, TransModeler, FREQ, and CORSIM. We also have experience in legacy software systems such as Transyt-7F for transitioning archived projects to new efforts. We are also adept with TransCAD, VISSUM, and CUBE for travel demand modeling. TJKM staff also has in-depth expertise in the development and calibration of the types of signal coordination plans available to improve transportation management systems: time-of-day, traffic responsive, and traffic adaptive signal coordination routines.

Traffic Counts and Data Collection

TJKM services include data collection utilized to augment available databases. TJKM has historically provided various types of traffic counts for our clients. Prior to initiating field data collection, we will coordinate with the city team to gather any currently available data and collect new data per city’s needs. Our engineers or planners visit the sites and make qualitative assessments of site traffic operations, particularly in terms of safety, queue lengths, delays, conflicts, or any operational characteristics that should be considered in recommending the need for improvements. By observing traffic conditions personally, we can determine the most effective strategies to improve operations. The types of counts we perform include:



- Collect hourly traffic count data on major roadways for a minimum period of 24 hours during typical weekday traffic conditions.
- Four Hour Turning Movement Counts taken for the hours encompassing the morning, midday peak and afternoon traffic periods and/or peak periods during which warranting volumes exist and an off-peak period.
- Pedestrian and bicycle volume counts encompassing the morning and evening peak traffic periods and/or the peak pedestrian and bicycle volume periods.
- Parking occupancy, utilization, and turnover data.
- Speed surveys to establish speed limits.

Neighborhood Traffic Calming Studies, Warrant Studies, and Traffic Investigations

About 20 percent of TJKM’s total project experience is derived from traffic studies that include traffic calming recommendations and design. Our calming strategies have been implemented repeatedly due to our careful and thoughtful analysis of current traffic conditions since wider streets are generally a deterrent to pedestrians.



Our success with traffic calming projects comes from years of tried-and-true experiences. Many of our municipal contracts are directly related to developing implementable neighborhood traffic calming strategies. TJKM has seasoned personnel who have been involved in the planning, procedures, and policies of traffic calming devices that make for a more walkable community. Wider streets are generally a deterrent to pedestrians. We have used various techniques (such as curb bulb-outs, lane reductions, pedestrian refuge, medians, raised intersections and crosswalks, etc.) to make a street more walkable and pedestrian friendly. Our approaches and processes are in place because they have worked well for numerous past projects.

TJKM has also performed numerous traffic signal warrants, two-way and four-way stop warrants over the years using Caltrans Traffic Manual and California Manual on Uniform Traffic Control Devices (MUTCD) and has prepared warrant studies as part of Traffic Impact Studies and Safety Analysis. Other warrants we prepared include left turn needs, exclusive right turn lane warrants, pedestrian High-intensity Activated crossWalk (HAWK) warrant, and lighted crosswalks warrant.

Special Studies, Civil Design, and On-Site Support Services

Many of the managers at TJKM have worked for public (City and County) agencies in the past. This type of experience will be invaluable when we provide staff augmentation for you. We already have an in-depth understanding of what is needed to keep things running smoothly. We know these services are provided to cities and counties to fill the gaps created by a shortage of staff or when there is specific expertise and experience that TJKM can provide more efficiently. As part of the services we provide, we work from the agency offices, perform field visits, resolve issues, prepare and review proposals, and address inquiries and complaints from the residents and businesses. The TJKM engineers and planners will review development plans, traffic studies, prepare reports and present projects and information to Councils, Boards, Committees, Stakeholders, and advisory and neighborhood groups. TJKM provides staff support/staff augmentation as part of our On-Call Contracts. Some of the agencies we have provided this service for include cities of Palo Alto and San Bruno, Town of Los Gatos, and County of Napa.



General Traffic Engineering Services

Traffic Engineering focuses on the planning, design, construction, and operation of roadways, their networks, and interactions with other modes of transportation. It aims to ensure the safe, efficient, and convenient movement of people and goods. This involves understanding traffic flow, implementing traffic control measures, and optimizing infrastructure to minimize congestion and improve safety.

On-Call Traffic Engineering Services City of Orange

Our proposed team members have provided On-Call Traffic Engineering Services to numerous jurisdictions throughout California. Our team members are very knowledgeable in traffic signal coordination, implementation and fine-tuning, traffic studies, intersection LOS, freeway, and arterial operational studies, PS&E for signals and as-built plans, neighborhood and circulation plan studies, data collection, traffic handling plans, pedestrian and bicycle studies, traffic safety analysis, operational analysis, and signing and striping that enhances capacity and safety. TJKM utilizes up-to-date transportation modeling and traffic engineering software and tools. All projects are completed following the California Manuals, Highway Capacity Manual, California Vehicle Code, and other Caltrans standards and specifications for traffic engineering in resolving issues and providing solutions.



Understanding Federal, State, and Local Policies

TJKM has completed numerous projects that have followed State and Federal guidelines and procedures. Some of these projects included state and federal ATP funds, CMAQ, HSIP, and Section 130 funding. These projects required coordination with Caltrans Local Assistance Program for E-76 permit approval. The level of TJKM's involvement has varied depending on the client's needs. On some of these projects, TJKM has assisted the local agency with the completion of the Request for Authorization to Proceed package to Caltrans Local Assistance for Preliminary Engineering, National Environmental Policy Act (NEPA) clearance, and E-76 permit authorization for construction funds. We are familiar with the processes used to satisfy a variety of funding sources, and will draw upon our background and extensive experience to satisfy all City, State, and Federal procedures, and processes including Orange County Transportation Authority (OCTA) Comprehensive Transportation Funding Program.

Outreach

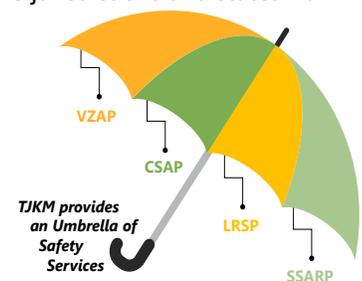
The TJKM Team has a combined total experience in this area of more than one hundred years, including leading or assisting at many meetings, hearings, and workshops involving complex matters and diverging viewpoints. We value diversity of views and promote broader public engagement and feedback from all users. The TJKM Team specializes in a variety of community outreach methods and strategies to assist our projects and clients, including public workshops, focus groups, hosting walking/biking tours, development of project websites, use of social media for announcements and to elicit feedback, and intercept and online surveys. Our team will utilize our distinctive insights from our past experiences to proactively identify and address potential concerns. Building on those prior lessons learned, we will work closely with stakeholders to develop alternatives that meet safety and mobility goals while also supporting a community-driven approach.



Safety Analysis

TJKM has extensive experience in developing safety programs and viable safety projects for small, medium, and large agencies nationwide. We have conducted safety analyses for a wide variety of projects spanning multiple jurisdictions and states. TJKM's approach to safety analysis is based on the following items:

- *Identify crash types* based on collision data
- *Identify risk factors* that can be used to prioritize high-risk locations
- *Determine safety trends* to see what features are contributing to crashes
- *Identify, map, and prioritize locations* for implementation with funding
- *Identify low-cost countermeasures* to maximize on safety investments



Work Plan

The work plan should address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

On-Call services are provided to agencies to fill the potential gaps created by a shortage of staff or a project or task which requires specific expertise and experience. TJKM strongly believes in working as an extension of your staff and dedicating our multi-disciplinary staff to meet all the requirements for the On-Call Services. TJKM has assigned an Overall On-Call Project Manager who will be the City's main point of contact for all high-level communication. Based on the expertise needed on a specific project, we will assign a Task Lead with support staff to accomplish the desired outcomes in the most effective and timely manner. TJKM will setup a project kick-off meeting to discuss goals, objectives and schedule prior to initiating the project. The Project Manager will be responsible for overseeing that Task Leads and support staff complete all work within the agreed upon schedule and budget. This process will ensure the city gets each task order completed in timely manner and multiple requests can be simultaneously accommodated by TJKM.

RESPONSE TO TASK ORDERS

The TJKM Project Management Plan that will be used on these projects is based on proven management, lessons learned, and administrative systems developed to enhance communication among the City of Orange, the TJKM Project Manager and team members, and other affected agencies. This management approach has been used successfully on numerous projects. The TJKM Project Management Plan has the following elements:

Work Plan: It is a TJKM policy to prepare a Work Plan for all projects, large and small. Upon receipt of a Notice-to-Proceed, we will prepare, in consultation with the City and other local jurisdictions, an overall project work plan that includes detailed work elements for each team specialty. A TJKM work plan typically includes definition of the project purpose; task objectives; scope of services; staffing; coordination requirements; deliverables; budget; schedule; and monitoring and reporting procedures.

Coordination and Communication: Frequent and effective communication between the City, other local jurisdictions, and the TJKM Team is needed to maintain the project schedule and ensure a quality product. The key to our success is an integrated team approach. Our goal is "no surprises" and a partnership that has common understanding and expectations every step of the way. Mr. Amin will maintain close communication with the City's Project Manager by personal contact, telephone, written communications, and meetings. Our Project Manager strongly believes in the necessity and benefit of scheduled monthly progress meetings. Mr. Amin, as well as other key team members, will meet with the City's Project Manager monthly to discuss project issues, status, schedule, budget, and invoicing items. This will ensure that our "no surprises" goal is maintained, and the City is thoroughly aware of all aspects of the project. The TJKM Team will maintain regular contact with City staff to ensure clear communication on project tasks, products, meetings, and schedule.

Cost Control: Control of project costs will be accomplished by monitoring on a task level basis. This detailed task level will roll up into milestone summaries and a project summary. Our cost accounting system is a "live" database that the project manager can access to determine the financial status of the project at any time. Cost control reporting to TJKM's Project Manager will be implemented through the invoicing process. Progress reports will also be included to relay information on project progress and critical issues.

Schedule Control: Establishing a schedule that meets the project objectives is relatively easy. Maintaining this schedule during changing project priorities, unforeseen conditions, public consensus building, etc., can be a challenge. The project work scope will be broken down by function and separated into defined tasks. Tasks will be linked logically and will be sufficiently detailed to allow for realistic representation of the project. Project progress will also be monitored by percent complete for each task.

Quality Control: TJKM's Quality Assurance Procedures are utilized throughout the life of the Project. Quality Control starts at the proposal and scope definition stage and continues through the completion of all assignments. To assure that errors, omissions and ambiguities in submittals and drawings are limited to an absolute minimum, the responsibilities for technical review, peer review/coordination checking, and technical audit functions are assigned to the appropriate TJKM Team members. TJKM's approach integrates the work of our subconsultants into the quality control system using established procedures and our peer review/independent checking capability augmented with technical audits.

INNOVATIVE AND UNIQUE SOLUTIONS

TJKM will provide these services quickly and efficiently. Part of the services we provide include perform field visits, resolve issues, address inquiries and complaints from the residents and businesses, and work from the agency offices, as needed. Services we can provide to you include:

- **Meeting Attendance** – TJKM staff attend, present, and answer project questions at meetings to support our findings and recommendations related to our specific projects. We are very comfortable in this setting and skilled in presenting project technical content in a clear and concise manner for a non-technical audience.
- **Site Visits** – TJKM project process includes a thorough site investigation to verify existing information with has led to an extensive track record of successful projects. After performing a detailed field/site investigation our staff will have the hands-on knowledge to prepare your studies, reports, plans, and constructible designs.
- **Handouts and Graphical Displays** – TJKM services include preparation of graphical displays, notices, handouts for public meetings, and assisting agency staff in running public meetings. TJKM has a very strong team of graphic designers with experience preparing materials to be used on websites or printed and distributed at the public meetings.





RATE SCHEDULE

Principal	\$265/hour
Director	245/hour
Senior Project Manager	210/hour
Project Manager	200/hour
Senior Transportation Engineer	185/hour
Transportation Engineer	145/hour
Assistant Transportation Engineer	135/hour
Senior Transportation Planner	185/hour
Transportation Planner	145/hour
Assistant Transportation Planner	135/hour
GIS Specialist	110/hour
Graphics Designer	110/hour
Designer	105/hour
Technical Staff II	95/hour
Administration Staff	90/hour
Production Staff	65/hour

Reimbursable Expenses

Plotting (per sheet)	\$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates).....	0.7

All outside services are billed at cost plus a ten percent margin for handling.
 Expert Witness charges available upon request.

Rates Effective January 1, 2025

Rates Subject to Change

CALIFORNIA | FLORIDA | TEXAS

Corporate Office 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

925.463.0611 www.TJKM.com

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 TKE ENGINEERING, INC., a California corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

TKE Engineering, Inc.
2305 Chicago Avenue,
Riverside, CA 92507
Attn.: Terry Renner, Senior Vice President

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 951-680-0440
E-Mail: trenner@tkeengineering.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

TKE ENGINEERING, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Michael Thornton
Title: President

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Terry Renner
Title: Senior Vice President

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.

√

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

PROJECT UNDERSTANDING

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 is seeking to augment its own Traffic Engineering capabilities, as well as, as-needed high-quality expertise on traffic engineering, and is therefore requesting proposals to establish a contract with engineering firms for as-needed on-call professional traffic engineering services for a minimum of 3 years with the possibility of 2 additional annual renewals.

The type of work required under this contract includes:

- 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
- General Municipal Traffic Engineering Services

The scope will vary by project and be further defined in a project specific request by the City that may typically include the following types of services: Design Plans, Program Management/Construction Management/Construction Inspection, Transportation Analysis, Traffic

Signal Corridor Coordination Studies, Simulation Modeling, Traffic Counts, Statewide Planning Efforts, Research and Outreach, Neighborhood Traffic Calming, and Review for Private Developments.

TKE has extensive experience with an excellent reputation in traffic engineering projects. Our team has a thorough understanding of federal/state/local funding and policies, and the Orange County Transportation Authority (OCTA) Comprehensive Transportation Funding Program (CTFP) requirements to provide traffic signal, ITS systems, and street lightings designs to perform the requested services. We have successfully completed complex and challenging projects for a variety of municipal agencies who have continued to request that we partner with them in delivering much needed infrastructure to their communities.

APPROACH

Traffic Engineering Services can be one of the most challenging areas of an agency's responsibilities. This is due to a number of challenges including the voluminous and changing laws and regulations applying to traffic operations, as well as the inherent liability of critical infrastructure meant to serve the traveling public. Ensuring the safety of the traveling public, as well as, communicating and fielding public complaints is an ongoing challenge. Traffic Engineering is sometimes described as a combination of art and science. TKE has extensive experience communicating with the public, decision makers, internal stakeholders and those who work in the public right-of-way, which is critical to successful results. TKE staff have experience with all of these aspects including field experience working with signal technicians and solving timing problems, experience communicating with decision makers and the public about transportation challenges, experience delivering safety and operations improvement projects, CEQA experience with traffic and parking studies, testimony and expert witness work in court and more.

TKE's goal is the successful project delivery of the City's traffic engineering needs. Our definition of successful project delivery is:

- Task/Project Completion that Meets all Project Safety Requirements
- Task/Project Completion that Protects the City's Interests
- Task/Project Completion on Schedule
- Task/Project Completion within Budget

To successfully achieve each of the items listed above, it is vital that an efficient and effective form of communication is maintained throughout the project duration. TKE's staff is highly trained in the art of communication. By way of phone calls, emails, and in person meetings, TKE regularly and routinely keeps City staff informed of all aspects of the project. Through the preparation of meeting minutes, progress reports and project update memorandums TKE ensures that City staff is fully apprised of the project status.

EXPERIENCE

TRAFFIC ENGINEERING

TKE proudly serves the following services related to traffic engineering projects:

TRANSPORTATION ENGINEERING

- Planning Studies
- Review Traffic Impact Studies
- Grant Funding Applications
- Signing and Striping Plan Review and Preparation
- Development Review
- Prepare Project Conditions of Approval
- Traffic Control Plan Review and Preparation
- Other Services as Requested

ROADWAY/HIGHWAY ENGINEERING

- Roundabout Design
- Drainage Analysis and Hydrology Reports
- Environmental Studies and Reports
- Quantity and Cost Estimates
- Roadway/Highway Engineering Plans and Specifications
- Erosion Control and WQMP Plans
- Right-of-Way Maps and Documents
- Agreements
- Land surveys
- Public Outreach
- Other Services as Requested

TRAFFIC ENGINEERING

- Traffic Signal Timing and Synchronization
- Traffic Engineering Design
- Sign and Striping Plan Design
- Traffic Control
- Signal and Stop
- Warrant Analysis
- Intersection Analysis

- Traffic Count Data
- Traffic Studies
- Speed Zones
- Other Services as Requested

DEVELOPMENT SERVICES

TKE has extensive experience with public side development services processing for traffic projects. TKE will provide:

- Project screen checks
- Review trip generation studies and traffic impact analysis reports
- Review traffic control plans
- Respond to development inquiries
- Accept project submittals
- Review submittals for completeness
- Perform administrative reviews
- Determine project impacts
- Develop project conditions of approval
- Assist planning in preparation for Planning Commission consideration
- Review environmental documents
- Review cost estimates for required bonding
- Prepare development agreements
- Oversee inspection of construction
- Review as-built plans
- Assist with other development related issues

TKE's key personnel have experience in all traffic engineering related work, but not limiting to the following:

INTELLIGENT TRANSPORTATION SYSTEMS

TKE has substantial experience in design and construction of Intelligent Transportation System (ITS) and Signal Synchronization. With design of hundreds of signal improvements as well as oversight and operation of over 650 traffic signals, our staff is experienced with the full range of services necessary for ITS projects. This experience involves hands-on/real-world experience. Our key personnel assigned to this contract are not only engineers but also carry certifications as fiber optic technicians, communications specialists and traffic signal technicians. This deep knowledge helps to avoid conflicts and constructability challenges in the field. Our team experience involves coordination and support across multi agency project and includes advanced traffic management systems (ATMS), advanced transportation

controllers (ATC), selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and Ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies, such as Integrated Corridor Management (ICM), Smart Cities, Connected and Autonomous Vehicles, a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC).

INTERSECTION CONTROL STUDIES

TKE staff will provide an evaluation for the determination for the most appropriate intersection control at a requested intersection shall include the following control measures:

MULTI-WAY STOP WARRANT ANALYSIS

Consideration for a multi-way stop installation shall include an engineering study that utilizes methodology described in Section 2B.07 of the latest Edition of the California Manual on Uniform Traffic Control Devices (MUTCD). Traffic counts will be performed for all approaches to the intersection. The counts will be performed for a 24-hour period during a typical workday (unless specified otherwise).

All alternatives shall be compared on the basis of safety, user delay and implementation cost. The results of the study including recommendations shall be summarized in draft memorandum format and submitted to the City for review.

TRAFFIC SIGNAL WARRANT ANALYSIS

Consideration for a traffic signal installation shall include an engineering study, which utilizes methodology described in Chapter 4C of the latest Edition of the California Manual on Uniform Traffic Control Devices (MUTCD). Warrants 1 through 8 will be analyzed for each location requested. Traffic counts will be performed for all approaches to the intersection. The counts will be performed for a 24-hour period during a typical workday (unless specified otherwise).

All alternatives shall be compared on the basis of safety, user delay and implementation cost. The results of the study including recommendations shall be summarized in draft memorandum format and submitted to the City for review.

SAFETY STUDIES

TKE staff will conduct safety studies based on documented crash history will be performed for requested locations within the City. A specific scope of

work will be determined for each specific study. The results of a study including recommendations shall be summarized in draft memorandum format and submitted to the City for review.

REVIEW OF LAND DEVELOPMENT

TKE staff will review land development projects to assess the impacts to the City's transportation infrastructure. The results of the assessment including recommendations shall be summarized in draft memorandum format and submitted to the City for review.

TRAFFIC SIGNAL DESIGN

TKE staff will work with the City to develop the scope of work, plans, the engineer's cost estimate and contract bid documents for new permanent signal installations, modifications to existing signals, flashing beacon and ITS installations in conformance with Caltrans standards.

MISCELLANEOUS TRAFFIC ENGINEERING SERVICES

Traffic engineering services not specifically identified in previous subtasks may be performed by TKE at the direction of the City. Other miscellaneous Traffic Engineering Services include (but are not limited to):

- Trip generation studies
- Traffic modeling
- Review and creation of Traffic Signal Timing
- Generation of signal timing sheets
- Review of temporary traffic control plans

PLAN CHECKING

TKE has provided numerous municipalities and agencies throughout Southern California with consulting services and staffing for every facet of Public Works for the past 25 years. In addition, we have worked on multi-million-dollar regional mega projects for a variety of government agencies. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified staff enable our clients to serve their community in a cost effective and efficient manner.

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for plan checking. TKE is fully capable of providing staff on a full-time, part-time, on-call or interim basis plan checker. Please refer to our project team presented above, together with our corporate resumes to verify our team's technical ability to deliver these services.

TKE provides similar services to those requested here for a number of different agencies. TKE understands that City's development and capital improvement standards were developed to meet the needs of that particular community. TKE will develop a thorough understanding of these standards together with the needs of the community. For each project that TKE is assigned, TKE will verify compliance with City standards. Furthermore, with our extensive experience, TKE will be able to recommend improvements to these standards to ensure expedited project delivery and enhanced public infrastructure.

A few examples of on-call traffic engineering projects provided by our proposed team are the Cities of Rialto Wildomar, La Quinta, Highland, Calimesa and Needles.

RIALTO

TKE is currently providing on-call traffic engineering services to the City of Rialto and has represented staff at the City's traffic commission meetings. Services include traffic engineering, development services, review of engineering and traffic surveys for speed zone certification, traffic signal design and construction management, review developer submitted traffic impact reports, provide plan check comments on traffic control plans submitted for developer and CIP projects, perform warrant analysis flashing beacon installation, and review citizen requests.

WILDOMAR

TKE is currently providing on-call traffic, plan, map and, WQMP checking services to the City of Wildomar for numerous development and Capital Improvement Projects. In addition, TKE currently provides on-call design and construction administration services on capital improvement projects within the city, including the current design of 7 different traffic signals. TKE has been providing traffic engineering, plan and map checking services to the City since 2014. As part of our traffic engineering services, TKE prepares engineering and traffic surveys for speed zone certification, warrant analysis, citizen requests, signing and striping plans, traffic signal plans, timing sheets, signal synchronization, flashing beacon crosswalk installation, traffic impact analysis, and traffic control plans.

LA QUINTA

TKE is currently providing on-call traffic engineering services to the City of La Quinta for numerous development and Capital Improvement Projects. TKE is providing traffic signal timing, capacity analysis, traffic operations, channelization and signing design, traffic studies relating to private development and corridor

enhancements, traffic calming techniques, grant funding, traffic operations and street lighting, safety studies and reports, investigating complaints and claims, the WATCH Manual for construction traffic control, and communicating with the public plans. TKE also collects and analyzes field data, develops solutions for traffic engineering and safety issues, oversees traffic signal design and operation, develops traffic and parking control signage and marking plans, develops alternative traffic calming programs, and reviews development plans, including environmental impact reports and impact studies.

HIGHLAND

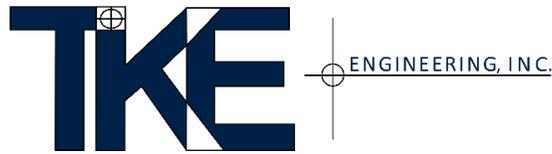
TKE provides on-call plan and map checking, civil engineering and inspection services to the City of Highland for Capital Improvement project coordination, planning and implementation. TKE is assisting the City Engineer with more than \$7 million in Capital Improvements and developer projects for the current fiscal year.

CALIMESA

TKE serves the City of Calimesa as its City Engineer. TKE is responsible for all engineering activities performed by City staff including traffic engineering, design, survey, plan check, project construction management, inspection and grant assistance, development services, CIP development and its implementation. As part of our traffic engineering services, TKE prepares engineering and traffic surveys for speed zone certification, warrant analysis, citizen requests, signing and striping plans, traffic signal plans, timing sheets, signal synchronization, flashing beacon crosswalk installation, traffic impact analysis, and traffic control plans.

NEEDLES

TKE provides on-call civil engineering services to the City, including City Engineer where TKE is managing more than \$40 million in public improvements. While providing these services to the City, TKE represents the City with other agencies at numerous meetings, represents engineering with the City's council and other public meetings, manages engineering budgets and project schedules, retains other consultants to prepare improvement design projects, managed funding programs, and various related work.



RATE SCHEDULE 2025-2026

	<u>HOURLY RATE*</u>
Principal in Charge	\$200.00
Project Manager/Construction Manager/Licensed Surveyor	\$180.00
Traffic Engineer (TE).....	\$190.00
Traffic Engineering Specialist.....	\$175.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker.....	\$170.00
Assistant Project Manager/Associate Engineer	\$160.00
Assistant Engineer/Plan Checker/Designer	\$150.00
AutoCAD Technician.....	\$140.00
Engineering Technician.....	\$110.00
Clerical	\$ 95.00
Forensic Engineering	\$305.00
Expert Witness Testimony	\$405.00
 <u>SURVEYING SERVICES</u>	
2-Man Survey Crew (Prevailing Wage).....	\$270.00
 <u>DEVELOPMENT SERVICES</u>	
Managing Director.....	\$190.00
Senior Project Manager	\$140.00
Project Manager.....	\$110.00
 <u>CONSTRUCTION SERVICES</u>	
Senior Construction Inspector (Prevailing Wage)	\$140.00
Construction Inspector (Prevailing Wage)	\$130.00
 <u>REIMBURSABLE COSTS</u>	
In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service ..	Cost + 10%
Special Subconsultant Services ...	Cost + 10%

**Rates shall be subject to annual 3% escalation fee after the second year.*

Revised June 2025

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 TRANSTECH ENGINEERS, INC., a California corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders**. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses**. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor**. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent**. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. **Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. **Indemnity.**

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Transtech Engineers, Inc.
13367 Benson Avenue
Chino Hills, CA 91710
Attn.: Ahmad Ansari, Principal

Telephone: 949-702-5612
E-Mail: ahmad.ansari@transtech.org

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

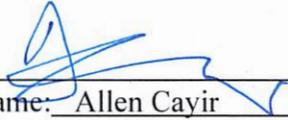
IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

TRANSTECH ENGINEERS, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Allen Cayir
Title: President

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Sybil Cayir
Title: Secretary

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.

√

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.

H. Work Plan (per RFP, included in 15-page limit)

H1. Project Understanding and Scope of Work

The City of Orange is seeking proposals from a qualified traffic engineering consultants for professional traffic engineering services on an as-needed basis for a minimum of three (3) years, with the possibility of two (2) additional annual renewals. The City plans to contract with multiple firms in order to augment the City's own Traffic Engineering capabilities and provide high quality expertise where needed.

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:

1. Traffic studies for capital projects
(Transtech Comment: Transtech has experience in providing this service.)
2. Traffic and/or parking study review for private developments
(Transtech Comment: Transtech has experience in providing this service.)
3. Traffic signal design
(Transtech Comment: While Transtech has experience in this services, our preference would be to provide review/plan check.)
4. Traffic control plan preparations
(Transtech Comment: While Transtech has experience in this services, our preference would be to provide review/plan check.)
5. Plan check for capital/development projects and traffic control plans
(Transtech Comment: Transtech has experience in providing this service.)
6. Street light design and plan check
(Transtech Comment: While Transtech has experience in street light design, our preference would be to provide plan check.)
7. Signing and striping plan preparation and plan check
(Transtech Comment: While Transtech has experience in Signing and striping plan preparation, our preference would be to provide plan check.)
8. Traffic signal and street lighting construction inspection
(Transtech Comment: Transtech has experience in providing this service.)
9. Construction management and construction engineering
(Transtech Comment: Transtech has experience in providing this service.)
10. Technical support for funding and grant application
(Transtech Comment: Transtech has experience in providing this service.)
11. Grant funding oversight
(Transtech Comment: Transtech does not provide this service.)
12. Intelligent transportation systems (ITS) design
(Transtech Comment: Transtech does not provide this service.)
13. Traffic signal timing and coordination studies
(Transtech Comment: Transtech does not provide this service.)
14. Traffic counts and data collection
(Transtech Comment: Transtech collects counts and data as part of traffic studies. Transtech does not provide count and data collection to other parties.)
15. Neighborhood traffic calming studies, warrant studies, and traffic investigations
(Transtech Comment: Transtech has experience in providing this service.)
16. Special studies, civil design, and on-site support services may be requested
(Transtech Comment: Transtech has experience in providing this service.)



17. General municipal traffic engineering services

(Transtech Comment: Transtech has experience in providing this service. Note: Transtech is providing Municipal Traffic Engineering Services to approx. 30 public agencies.)

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.

(Transtech Comment: Transtech will comply with the above durations)

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.

H2. Approach

Structured Approach: We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the Agency with an efficient and quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with Agency's specific procedures, standards and requirements. The following paragraphs describe our general approach to deliver projects in an efficient and cost-effective manner. A project specific approach will be provided for each assigned project and will become part of the specific contract for the specific project.

- **Project Management:** Our approach is to provide proactive management and attempt to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing the project. Our team members have extensive experience and proven track record in managing large and complex projects and bringing them to a completion on time and within budget.
- **Approach to Cost Control and Change Orders:** We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost-effective manner.
- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery:** The baseline schedule should properly identify the project scope, critical path, project milestones, target dates, phases



K. Fee (per RFP, submitted separately, limited to 2 pages, and excluded from 15-page limit)

Following is Transtech Fee Schedule for all staff classifications:

TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
 Effective: July 1, 2025 - June 30, 2026
 Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING		CONSTRUCTION MANAGEMENT	
Field Technician	\$91 - \$101	Labor Compliance Analyst	\$155 - \$165
Engineering Technician	\$101 - \$112	Funds Coordinator	\$160 - \$171
Assistant CAD Drafter	\$112 - \$128	Office Engineer	\$155 - \$165
Senior CAD Drafter	\$128 - \$144	Construction Inspector	\$149 - \$160
Associate Designer	\$144 - \$160	Senior Construction Inspector	\$160 - \$171
Senior Designer	\$160 - \$176	Construction Manager	\$181 - \$197
Design Project Manager	\$203 - \$213	Resident Engineer	\$197 - \$213
Assistant Engineer	\$123 - \$133	PUBLIC WORKS INSPECTION	
Associate / Staff Engineer	\$155 - \$171	Public Works Inspector	\$149 - \$160
Senior Civil Engineer	\$213 - \$235	Senior Public Works Inspector	\$160 - \$171
Traffic Analyst Technician	\$106 - \$118	Supervising PW Inspector	\$171 - \$181
Associate Traffic Analyst	\$160 - \$171	SURVEY AND MAPPING	
Senior Traffic Analyst	\$171 - \$181	Survey Analyst	\$160 - \$165
Professional Transportation Planner	\$181 - \$197	Senior Survey Analyst	\$165 - \$171
Traffic Engineer Technician	\$101 - \$112	2-Man Survey Crew	\$368 - \$384
Associate/Staff Traffic Engineer	\$155 - \$171	Survey & Mapping Specialist	\$197 - \$213
Traffic Engineer	\$181 - \$197	Licensed Land Surveyor	\$224 - \$235
Senior Traffic Engineer	\$197 - \$218	FUNDING & GRANT WRITING	
Project Manager	\$197 - \$218	Funds Analyst	\$155 - \$160
Senior Project Manager	\$218 - \$235	Senior Funds Analyst	\$160 - \$171
Deputy City Engineer	\$181 - \$203	Grant Writer	\$176 - \$181
City Engineer	\$203 - \$218	Funds & Grant Project Manager	\$197 - \$208
Principal Engineer	\$218 - \$240	PLANNING	
BUILDING & SAFETY		Community Development Technician	\$85 - \$96
Permit Technician	\$80 - \$91	Planning Technician	\$96 - \$106
Plan Check Technician/Analyst/Supervisor	\$133 - \$149	Assistant Planner	\$106 - \$128
Building Inspector	\$123 - \$139	Associate Planner	\$128 - \$149
Senior Inspector	\$133 - \$149	Senior Planner	\$155 - \$176
Plans Examiner/Checker	\$149 - \$165	Planning Manager	\$181 - \$203
Plan Check Engineer	\$160 - \$181	ADMINISTRATIVE STAFF	
Deputy Building Official	\$171 - \$181	Administrative/Clerical	\$75 - \$85
Building Official	\$176 - \$192	Project Accountant	\$85 - \$96

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California (or applicable region) Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.



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 W.G. ZIMMERMAN ENGINEERING, INC., a California corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City’s Project Manager, or as designated in Exhibit “A,” shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit “A,” Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit “A” hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor’s control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

W.G. Zimmerman Engineering, Inc.
7812 Edinger Avenue, Suite 302
Huntington Beach, CA 92647
Attn.: Bill Zimmerman, President

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 657-845-9500
E-Mail: wgzimmerman@wgze.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

W.G. ZIMMERMAN ENGINEERING, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: Bill Zimmerman
Printed Name: Bill Zimmerman
Title: President

By: _____
Daniel R. Slater, Mayor

*By: Bill Zimmerman
Printed Name: Bill Zimmerman
Title: Secretary

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.

√

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.

7 – WORK PLAN

We at W.G. Zimmerman Engineering have provided Traffic Engineering services and served as the City Contract Traffic Engineer to various Southern California Agencies on an As-Needed basis as well as staff augmentation which includes serving as City Engineer, Interim Public Works Director, Senior Civil Engineer, Associate Engineer, Assistant Engineer, and Inspector. This experience provides the City of Orange with a team well versed in City operations and protocols, and a thorough understanding of City internal operations.

7.1 Tasks Associated with Traffic Operations and Analysis

Design Plans – Our traffic signal plan design is very extensive and includes ITS and communications. We have prepared signal plans for the cities of Downey, Norwalk, La Mirada, Signal Hill, Seal Beach, Newport Beach, Camarillo, San Bernardino, Yorba Linda, Irvine, Santa Fe Springs, and Long Beach. Our street lighting design projects include the cities of Sante Fe Springs, BNSF, Signal Hill, Downey, South Gate, and Moreno Valley.

Project Management - Our staff is well rounded, including civil design and traffic engineering. Our experience does include roadway rehabilitation projects, storm drain systems, ADA ramps, roadway and corridor widening, and municipal engineering. In addition, we are very strong in Federal and State funding as well as CTFP funding. Our Team has served as project Managers for agencies related to these types of projects as well as providing design services.

Transportation Analysis – As the Contract City Traffic Engineer, we provide traffic studies on a variety of traffic related issues. Most of these studies require a fast turnaround for Traffic Safety Committee, Planning Commission, or City Council. Our experience includes stop sign and traffic signal warrants, pedestrian studies, safety enhancement studies, parking studies, and speed related studies. In addition, we have performed corridor studies, turning movement studies and E&TS studies.

Traffic Signal Synchronization and Simulation Models – WGZE assists OCTA in managing the County-Wide corridor signal synchronization program. Additionally, we perform these types of models for agencies where we are Contract Traffic Engineers. We use SYNCHRO and SimTraffic software, which provides information to upgrade signal timing plans corridor timing enhancements, including cycle lengths to optimize peak period traffic movement and change in Level of Service. We use a combination of floating car and GPS related software for the before and after studies. Both SYNCHRO and SimTraffic provide detailed information to address roadway and intersection delay, capacity, and origin and destination studies.

Traffic Counts – We use a variety of counting firms that provide ADT's 24-hour speeds, pedestrian and bicycle data, turning movement data, and warrant data. Most of these firms can quickly respond to any request. We also have in-house capabilities if the information is needed quickly.

Statewide Planning Efforts – as the need arises, we have the ability to meet any initiative from the State related to traffic signal timing or corridor analysis.

Research and Outreach – We currently provide research and outreach to various agencies as part of our Traffic Engineering services. This includes developing and presenting PowerPoint presentations

to the community. We understand the community needs and present the information in understandable terms and cite background information from federal, state and county resources in support of our findings.

Neighborhood Traffic Calming – City-wide traffic safety is a priority for residents, the City Council, and the Police Department. As traffic engineers providing services to local agencies, we have extensive experience of addressing safety concerns and developing creative solutions. The CA MUTCD mandates engineering studies for any safety enhancements related to roadways and sets the criteria for such studies. These studies aim to identify safety issues and recommend solutions that comply with CA MUTCD-approved traffic control devices. Following this methodology ensures the City is insurable and provides a legal basis for the installation of any safety measures.

The CA MUTCD recommends quantifiable engineering judgement for the development of public traffic control devices installation. We follow these recommended study components in our study and evaluation of safety concerns. Our process is provided below:

- Data Collection: traffic and pedestrian (including bike) counts, speed data, accident history, existing roadway geometry, existing signing and striping, and other relevant information focused on safety concerns
- Field Review: conduct field reviews with photographs
- Evaluation and Analysis of the Data
- Develop safety enhancements and measures
- Prepare Traffic Memorandum
- Present findings in a public forum

Funding – Our team has successful received approximately \$100 Million in a combination of Federal, State, and County funds for our clients. We have been successful with Measure M CTFP grants, HSIP Grants, ATP Funds, SS4A, DEMO, EEP, and California Greening. Our expertise includes the application, obligation, reimbursement, and close-out.

8 – RELATED EXPERIENCE AND REFERENCES

8.1 Firm’s Experience

W.G. Zimmerman Engineering has provided “On-Call” and Project Specific Consulting Services to local agencies. We have an outstanding reputation for immediately responding to agency issues or emergencies such as traffic signal systems, legal depositions, neighborhood and community meetings, neighborhood traffic management programs, traffic safety and commission meetings, and funding assistance. W.G. Zimmerman Engineering, Inc. offers the following services:

Traffic Engineering	<ul style="list-style-type: none"> • Contract Traffic Engineer • Traffic Impact Studies • Traffic Studies • Traffic Signal Timing • Corridor Signal Coordination • Traffic Signal/System Design • Signing and Striping • Traffic Control • Interagency Coordination 	Transportation Engineering	<ul style="list-style-type: none"> • Feasibility Studies • Transportation Planning • Neighborhood Traffic Calming • Concept Alignments • Street Planning • Intersection Improvements • Roadway Widening • Freeway Ramp Design • Grade Separations (roadway)
Intelligent Transportation Systems	<ul style="list-style-type: none"> • Traffic Signal Systems Management • Master System Interface Design • F/O Communication Design • TP Communication Design • Field Controller Design • CCTV / VIDS Design • TMC Design • ITS Feasibility Design • Consultant Management 	Municipal Engineering	<ul style="list-style-type: none"> • Agency Coordination • Water and Waste Water Systems • Development Plan Reviews • Drainage Systems • Hydrology Analysis • Low Impact Design (LID) • Project Management • Construction Management • Funding Obligation/Management

8.2 Similar Work Experience

The WGZE Team is uniquely qualified to provide On-Call Traffic Engineering Services to the City of Orange. As Contract Traffic Engineers for local agencies, we are responsible for traffic signals and maintaining traffic signal systems, signal timing, traffic studies, warrant analysis, traffic calming programs, bikeways, parking lots, municipal projects, public workshops, community meetings, roadway and intersection design, funding management, Caltrans coordination, plan review for development projects, traffic impact analysis reviews, traffic impact analysis reports, project management, and construction management and utility coordination. Since we work directly for cities as traffic engineers, we have firsthand knowledge of the potential issues which allows us to quickly respond with solutions to any possible problem that might occur. Since our work is entirely with local agencies, we understand the commitment to the City of Orange in protecting public safety and efficiency of traffic.

WGZE On-Call Traffic Engineering Clients
La Mirada
Mission Viejo
Seal Beach
Signal Hill
WRCOG
Downey
South Gate

Billing Rate Schedule
CITY OF ORANGE

<u>Classification</u>	<u>Rate</u>
Principal	\$ 235.00/Hr
Registered Traffic Engineer	\$ 225.00/Hr
Assistant Traffic Engineer (Registered)	\$ 210.00/Hr
Project Manager (Registered)	\$ 200.00/Hr
Senior Project Engineer (Registered)	\$ 190.00/Hr
Project Engineer	\$ 170.00/Hr
Senior Associate Engineer	\$ 160.00/Hr
Senior Design Engineer	\$ 150.00/Hr
Design Engineer	\$ 140.00/Hr
CADD Manager/Senior Designer	\$ 135.00/Hr
Microstation CADD/Technician	\$ 135.00/Hr
Administration/Office Support	\$ 90.00/Hr

Non-Labor Expenses

Mileage (local)	Federal Rate¢ per Mile
Printing	Cost plus 5%
Reproduction (Blue lines)	Cost plus 5%
Other Expenses (such as sub-consultants, outside services or special equipment needs)	Cost plus 5%

*The above rates will be held for the duration of the contract.

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 WILLDAN ENGINEERING, a California corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$250,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Willdan Engineering
2401 E. Katella Avenue, Suite 300
Anaheim, CA 92806
Attn.: Tyrone Peter, Director of Engineering

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 657-223-8557
E-Mail: tpeter@willdan.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

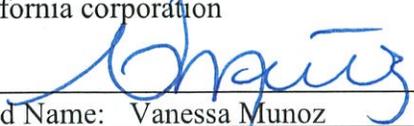
IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

WILLDAN ENGINEERING,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Vanessa Munoz
Title: President

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Kate Nguyen
Title: Secretary

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.

√

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.



On – Call Contract Expertise

On-call engineering services are Willdan's foundation. Our staff includes former public agency or contract agency staff. Therefore, we understand the importance and purpose of as-needed contracts and are very familiar with the processes and procedures for such services. Within the last five years, Willdan has completed projects and task orders for more than 300 as-needed/on-call contracts. This experience and the relevant experience of our dedicated and available key personnel are what best suits Willdan to provide the City with as-needed services.

Our history of working with as-needed contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and to deliver an end product our clients envision and embrace. Willdan has historically concentrated our efforts in public works engineering for cities, counties, and special districts. Since 1964, we have evolved into a professional consulting firm offering a broad array of services that provide a comprehensive and integrated approach to our clients' needs. Willdan possesses expertise in most facets of the public sector marketplace. The varied experience and background of our staff experience is an added value to our services. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience.

Traffic Engineering Services

Willdan has completed over 30,000 traffic engineering and transportation planning projects since the 1980s when our traffic and transportation group was founded. We are experts in traffic engineering and transportation planning and bring a comprehensive vision to design implementable, forward-thinking engineering solutions that utilize technological innovations and lead the industry. Willdan's Traffic and Transportation Group has a staff of 18 individuals, ten of whom are California-registered civil or traffic engineers. These engineers are highly qualified professionals with combined traffic experience exceeding 200 years. This experience includes a significant amount of time in responsible charge of traffic functions for a variety of municipalities.

Our traffic engineering group specializes in providing all facets of traffic engineering and transportation planning to governmental agencies. Services include city traffic engineering and traffic analysis, design, plan review, and management. In addition to our proven expertise in traditional design services such as signing, striping, traffic signal, and street lighting design, we are skilled in sophisticated computer-based applications such as arterial corridor and network signal coordination studies. We are proficient in traffic impact analyses and evaluating transportation systems management. Our understanding and knowledge of design is enhanced by our familiarity with Caltrans and local standards, guidelines, and procedures.

Currently, our staff serve as contract city traffic engineers or provide traffic engineering services for approximately 42 cities in the southwest. Our front-line knowledge and understanding of local road and traffic conditions are the



Engineering

- City Engineering
- Contract Staff Augmentation
- NPDES/TMDL Compliance and Admin
- Assessment Engineering
- Grant Funding Acquisition/Admin
- Pavement Management
- Landscape Architecture
- Planning/EIR Study
- Building and Safety
- Forensic Geotechnical Investigation
- Geotechnical/Foundation Engineering
- Civil Design
- Public Works Observation
- Program/Construction Management
- Land Development Plan Review
- Program/Project Management
- Survey/Mapping/GIS/ROW Engineering
- Structural Design
- Traffic Engineering & Transportation Design
- Water/Wastewater/Stormwater Design
- Materials Testing and Special Inspection
- Geology and Seismic Hazard Analysis



Financial Services

- Assessment District Administration
- Cost Allocation/ Study
- Development Fee Study
- Fiscal Impact Analysis
- Utility Rate Analysis
- Arbitrage/Rebate



Resource Solutions

- Environmental Assessment/Audit
- Munitions Investigation
- Soil/Groundwater Investigation



Energy Solutions

- Demand Side Energy Management
- Energy Efficiency
- Renewable Resources/Sustainability
- Water Conservation



Willdan Staff of Experts

- Municipal Engineering and Management
- Highway and Freeway Engineering
- Building Safety Services
- Environmental Planning
- Geotechnical/Geological Engineering
- Assessment Engineering
- Computer-Aided Analysis and Design
- Geographical Information System (GIS)
- Program and Construction Management
- Construction Inspection and Support
- Traffic and Transportation
- Water and Wastewater
- Urban and Regional Planning
- Drainage and Flood Control
- Water Quality Management
- Structural Engineering
- Right of Way Engineering
- Landscape Architecture

Traffic Engineering Services

- Traffic Signals and ITS Systems
- Signing and Striping
- Traffic Control
- Bicycle and Pedestrian Facilities
- Parking Facilities
- Street Lighting
- EV Charging Stations
- Traffic Signal Timing
- Traffic Operations
- Traffic Management Plans (TMPs)
- Transportation Demand Management (TDM)
- Roadway Capacity Evaluations
- Traffic Impact Studies
- Neighborhood Traffic Management
- Traffic Control Device Warrant Studies
- Safe Routes to School Plans
- Active Transportation Plans
- Engineering and Traffic Surveys
- Parking Studies/Management
- Local Roadway Safety Plans
- Safety Action Plans
- VMT and LOS Analysis





cornerstone of our services. Willdan’s traffic engineering staff applies state-of-the-art concepts to confirm the adequacy of transportation facilities, to determine the need for traffic control devices, and to ensure the safe and efficient operation of the transportation system.

Our front-line knowledge and understanding of local road and traffic conditions are the cornerstone of our services. Willdan’s traffic engineering staff applies state-of-the-art concepts to confirm the adequacy of transportation facilities, to determine the need for traffic control devices, and to ensure the safe and efficient operation of the transportation system.

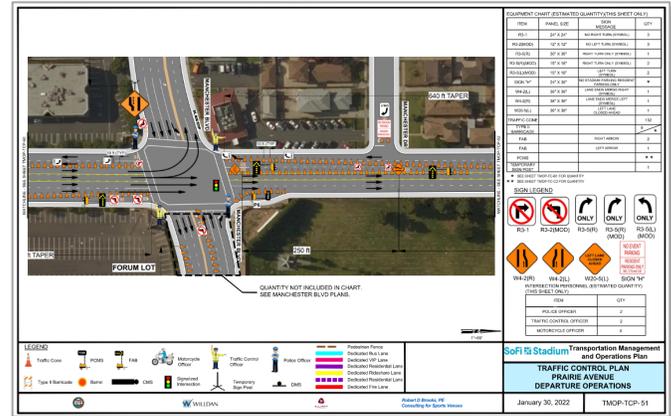
Traffic Engineering Design



Willdan's traffic engineering experience and expertise covers all facets of traffic engineering and planning, including visioning, research, and analysis to design, manage, and implement safe and efficient traffic flow.

Their recommendations involve road geometry, sidewalks and crosswalks, cycling infrastructure, traffic signs, roadway markings and traffic signals. In addition to our proven expertise in traditional design services such as signing, striping, and traffic signal and street lighting design, our traffic engineers are skilled in sophisticated computer-based applications such as arterial corridor and network signal coordination studies. They are proficient in traffic impact analysis and evaluation of transportation systems management, transportation demand management, and intelligent transportation systems strategies.

Our traffic design team prepares traffic engineering designs to warn, regulate, and guide traffic and develop geometric design and channelization, traffic signal and street lighting plans, parking lot designs, and traffic control plans. They routinely lend their expertise for improvements such as neighborhood traffic management/traffic calming, traffic impacts, school area and pedestrian safety, crosswalk visibility enhancements, and local road safety plans and systemic safety improvements for local and federally funded projects.



Traffic Studies



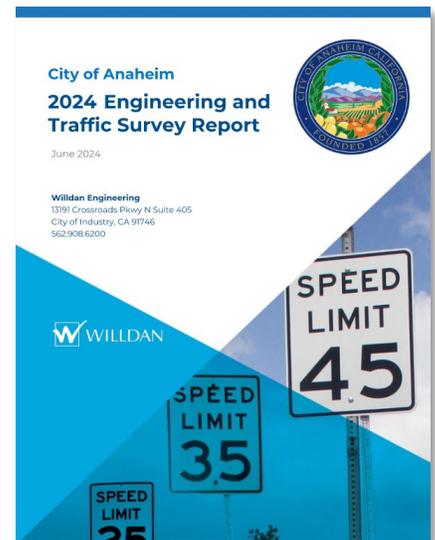
Willdan's traffic engineering team offers valuable solutions to ensure the safety of motorists, pedestrians, and cyclists without negatively impacting surrounding communities. The team prepares parking, neighborhood traffic management, traffic impact, school area, pedestrian safety, crosswalk, traffic impact, suggested route to school, engineering and survey, signal timing, and traffic circulation studies and reports for public agencies throughout California. Willdan's staff is well experienced in presenting traffic studies at traffic and planning commission, city council, and other public hearings.

While serving as city traffic engineer, our traffic staff members review traffic studies on a daily basis. A majority of these studies are development related and include traffic impact analyses, parking demand, and traffic circulation. The review often includes providing conditions of approval. Other traffic study reviews include project study reports, traffic management plans, traffic signal warrant analyses, and traffic signal timing and coordination analyses.

Traffic Operations



Willdan’s traffic operations experts are responsible for performing traffic safety and operational investigations to ensure roadways are safe to travel under normal operating conditions. Staff identify safety issues and/or deficiencies and make improvement recommendations to mitigate them. Our team members have strong backgrounds in managing traffic control centers, traffic signal timing and synchronization, and traffic control devices and developing and implementing traffic management plans, traffic calming operations, and intelligent transportation systems.





Grant Writing



Willdan offers expertise in funding sources to assist clients with obtaining available funding for current and future capital improvement projects. Our team offers vast knowledge of local/state/federal funding availability, along with administration and procurement requirements, for a wide variety of funding sources.

Willdan's staff members have prepared numerous funding and competitive grant applications for various client cities. The applications generally require extensive research to investigate facilities and existing conditions, soliciting support from local civic groups, and completing a detailed cost estimate for project implementation. Willdan's grant writing team members have developed an effective methodology in crafting comprehensive grant application packages that suit the City's needs.

Willdan's expertise goes beyond just grant writing and focuses on selecting winning projects by partnering with the City and fully understanding the City's goals and needs. As can be seen in the table below, Willdan has an excellent track record in pursuing and securing state or federal funding for various Cities and Counties in the last five years totaling nearly \$65 million, below is a few of our highlights that were awarded.

Grant Writing Success	
 Water	\$12M via 3 WaterSMART grants
 Energy	\$25+M via energy efficiency grants
 Civil	\$40+M in grants via HSIP
 Electromobility	\$12M grant via Federal Transit Administration
 Transportation	\$25M via ATP grants
 Urban Greening	\$4.7M via Urban Greening grants
 Schools	\$2.5M via SR25 grants
 CA	\$1M grant via Clean California

Grant Funding Administration



Willdan is highly experienced in regulations pertaining to the expenditures of Federal, State, County, and local funds, which include Measure M, Community Development Block Grant (CDBG), State Transportation Program – Local (STPL), State Gas Tax, and various other grant and funding sources. Willdan has coordinated, prepared, and submitted all necessary documentation to Caltrans to assist cities in securing federal authorization and obligation of funds for projects. When requested, Willdan has prepared funding applications, invoices, and other required documentation. Although each program may encompass different components and requirements, the general process remains the same following the Caltrans Local Assistance Procedures Manual (LAPM). Willdan also keeps informed of revisions (LPPs) to procedures and forms in the LAPM. We have assisted cities at various stages of the federal/state-funded project as follows:

- FTIP Programming
- Request Federal/State Project Number
- Request for Authorization to Proceed with Preliminary Engineering
- NEPA/CEQA documentation
- Right-of-Way Certification
- Request for Authorization to Proceed with Construction
- Award Submittal
- Progress Invoice
- Final Report of Expenditures

A sample of the required federal documentation includes:

- TIP New Project Form
- Obligation Plan
- Request Federal/State Project Number
- Field Review
- Preliminary Environmental Study
- Request for Authorization
- Detail Estimate and Summary
- Finance Letter
- PS&E Certification
- Right-of-Way Certification
- Local Programs Agreement Checklist
- Local Agency Contract Award Checklist
- Resident Engineer's Construction Contract Administration Checklist
- Final Report of Expenditures Letter and Checklist
- Local Agency Final Inspection Form
- Materials Certificate

This knowledge is critical in executing projects funded by federal or state programs that have special permitting and reporting requirements. We have worked extensively for and with the CPUC, all Caltrans Districts, Caltrans Division of Structures, Regional Water Quality Control Boards, and the U.S. Army Corps of Engineers. We have processed numerous permits and approvals through FHWA, CPUC, FRA, CTC, CCC, CDFW, RWQCB, etc. We are familiar with funding, permitting, and procedural requirements of these agencies and have an excellent working relationship with the essential staff involved





in local agency programs. Our contacts with personnel in these agencies enable us to facilitate permit processing and compliance when required.

In addition, Willdan has experience preparing and processing various Caltrans forms for local agencies, including state and federal funding forms, checklists, invoices, and reports of expenditures. With numerous completed projects and more than a dozen in progress, Willdan has assisted local agencies at various stages of state- and federal-funded projects, from the initiating request to final invoicing. Willdan also maintains excellent relations with Caltrans' District Local Assistance Engineers and will answer questions regarding the submittals and status of the projects.

Reference for LAPM Compliance Capabilities

Mack (Seree) Yenjai, P.E.
 OGO/Sr. Construction Oversight Engineer
 HQ Division of Local Assistance
 (916) 205-9908
seree.yenjai@dot.ca.gov

Civil Engineering



Willdan's highly trained and experienced civil engineering staff is supported by technical experts in various disciplines throughout the company. As a result, Willdan offers a range of expertise that only a large firm can provide. Willdan's civil design expertise includes transportation engineering; hydrology, drainage, water quality, and water/wastewater engineering.

Our experiences involve a full range of project size – from local street rehabilitation to multi-million-dollar highway, transit corridor, and rail station projects. Willdan has provided engineering design, review and construction management for hundreds of roadway improvements, rehabilitation, and resurfacing projects. Willdan has expertise in all aspects of hydrology, drainage, and flood control, ranging from local and regional drainage and flood control improvements to hydraulic and sediment transport analyses of major rivers. In addition, Willdan's design experience encompasses virtually every type of water and wastewater system project, including collection systems, disposal facilities, distribution pipelines, master plans, production wells, pump stations, reservoirs, studies, telemetry monitoring systems, and treatment facilities.

To accompany our projects, Willdan implements water quality measures to meet the State and County requirements of the National Pollutant Discharge Elimination System (NPDES). Willdan prepares erosion and sediment control plans in accordance with City and State Regional Water Quality Control Board requirements. We have been providing project design of Low Impact Development (LID) practices such as green streets, infiltration basins, rain gardens and bioretention/biofiltration facilities for compliance with the LID requirements of the Orange County Water Quality Management Plan (WQMP) and Technical Guidance Document.

Engineering Plan Checking



Willdan provides engineering plan review services for a variety of land development projects. The work encompasses review of improvement plans, including street plans, traffic signal plans, striping plans, street lighting plans, drainage plans, roadway, sewer, water, grading plans, erosion and sediment control plans and storm water quality and

SWPCP/SWPPP documents. The Engineering review is done by licensed civil engineers, with support from technical staff. Our civil engineers draw from their municipal expertise to coordinate the land development review such that all agency conditions of approval, regulatory permitting, engineering standards and policies are complied with and also that good engineering practices are followed in general. This includes performing a project site visit, review, and application of information from the soils, geologic and seismic reports, fire flow calculations, sewer reports, mapping and related documents, easements, cost estimates and planning documents such as approved site plans and conditions of approval. The Willdan team is adept at coordinating a complete land development review, from project inception and conditioning through approval and permitting and also final as built and acceptance procedures.

Engineering Plan Checking

- Improvement Plans
- Street Plans
- Traffic Signal Plans
- Striping Plans
- Street Lighting Plans
- Drainage Plans
- Roadway, Sewer, Water, Grading Plans
- Erosion and Sediment Control Plans
- Storm Water Quality and SWPCP/SWPPP Documents

Construction Management and Inspection



Willdan understands that the City of Orange may seek assistance with construction management and inspection services related to the City's Capital Improvement Program under this contract, which typically including traffic signals and street lighting, 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.





Construction management services will include constructability reviews, bid analysis, staff reports, general contract administration submittal and RFI review and processing, constructability reviews, change order review, safety monitoring, progress payment review and processing, inspection, claims review and analysis, labor compliance, community workforce agreement compliance, project closeout, community outreach, and federal funding administration. Inspection efforts shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations such as Greenbook, Caltrans, APWA, AWWA, City of Orange, and other applicable codes and regulations. Through Willdan's long history of providing these identical services to cities and counties throughout California, we have ascertained that success working under this type of on-call contract is dependent upon understanding a variety of elements such as:

Construction Management
 Construction/Project Management
 Resident Engineer
 Construction Inspection Services
 Special Inspection Services
 Constructability Review
 Scheduling Services
 Cost Estimating

- Short project durations and minimal lead times for assignments may be required
- Flexibility in service assignments, understanding work to date, and coordinating the completion of project tasks already started by agency staff is crucial
- Staff availability to work assignments as they develop is critical to moving projects forward
- Efficient use of resources is important for project assignments that are relatively small
- Consistent, organized project management is vital due to the potentially large numbers of projects that may be in process
- Regular attention to quality assurance and control is particularly important as short-term projects may limit the number of interim review steps often associated with a project-specific contract

At any given time, Willdan has over 200 on-call contracts where project assignments are issued by the public agency on an as-needed basis. The project scopes, schedules, and costs are negotiated and agreed upon prior to project award. Every month, Willdan reports on the progress and performance of each project. The scope of services requested varies from project to project and can include any combination of constructability reviews, bidding assistance, construction management, construction inspection, labor compliance, materials testing, utility and outside agency coordination, and project closeout.

C. Certificate of Insurance

Willdan has the willingness and ability to provide the required insurance coverage as set forth by the City requirements within ten calendar days of notification of selection for award of this Agreement. Willdan has provided a copy of the City's Attachment B: Insurance Checklist along with a sample copy of Insurance Certification in the Appendix of this submittal.

D. Validity of Proposal

This proposal will be valid for 120 calendar days from the date of submittal.

E. Certification of Understanding

Willdan understands that the City assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any Agreement resulting from this RFP unless:

1. such understanding or representations are expressly stated in the Agreement; and
2. the Agreement expressly provides that the responsibility therefore is assumed by the City. Representations made but not so expressly stated and for which liability is not expressly assumed by the City in the Agreement shall be deemed only for the information of the Proposer.

F. Statement of Compliance with Agreement's Articles/Terms and Conditions

Willdan confirms that this proposal is in compliance with said Request for Proposal information and has no exceptions.



July 17, 2025

City of Orange
 Traffic Division
 300 E. Chapman Avenue
 Orange, CA 92866

Subject: Fee Proposal for On-Call Traffic Engineering Services, RFP No. 24-25.24

As a multidisciplinary firm, **Willdan Engineering (Willdan)** has a full complement of resources under one roof, enabling us to deliver the complete range of services to the City’s On-Call Traffic Engineering Services contract. We have assembled a team of highly qualified and deeply experienced individuals—led by the top discipline leaders in each of the City’s focus areas—and are fully committed to the successful completion of assignments under this contract.

Attached is our schedule of hourly rates that includes overtime hourly rates, mileage costs and pricing for any additional billing requirements such as travel cost and lodging which should not exceed the current IRS rates. Due to page limitations, we have provided our subconsultant NDS’s rates below.

Tyrone Peter, PE, Director of Engineering, is authorized to execute agreements and contracts on behalf of Willdan Engineering. He can be contacted by phone at (657) 223-8557 or by email at tpeter@willdan.com.

We appreciate this opportunity to submit our proposal to the City of Orange and look forward to working with you. If you have any questions, please contact Tyrone Peter at the information above or our project manager, Jeffrey Lau by phone at (562) 364-8526 or by email at jlau@willdan.com.

Respectfully submitted,
WILLDAN



Tyrone Peter, PE
 Director of Engineering

2025 NDS Pricing (Tier 1)	Turning Movement Counts (per location)	
	 National Data & Surveying Services	2 Hour Volume – 1 Person
	4 Hour Volume – 1 Person	\$195
	2 Hour Volume – 2 Person	\$200
	4 Hour Volume – 2 Person	\$335
	Additional Hour	\$45 (1 person) \$80 (2 person)
Road Tube Machine Counts (Per Location)		
	24 Hour Volume Count	\$90
	Each Additional (Consecutive) Day	\$45
	24 Hour Classification OR Speed Count	\$115
	Each Additional (Consecutive) Day	\$55
	24 Hour Classification AND Speed Count	\$145
	Each Additional (Consecutive) Day	\$85
Additional Services (Per Location)		
	Spot Speed Radar (100 Cars OR 2 Hour Max, whichever comes first)	\$100



Schedule of Hourly Rates

Effective July 1, 2025 to June 30, 2026

DESIGN ENGINEERING	
Technical Aide I	\$83
Technical Aide II	\$106
Technical Aide III	\$124
CAD Operator I	\$132
CAD Operator II	\$153
CAD Operator III	\$170
GIS Analyst I	\$169
GIS Analyst II	\$185
GIS Analyst III	\$193
Environmental Analyst I	\$149
Environmental Analyst II	\$166
Environmental Analyst III	\$177
Environmental Specialist	\$191
Designer I	\$174
Designer II	\$181
Senior Designer I	\$190
Senior Designer II	\$199
Design Manager	\$205
Senior Design Manager	\$212
Project Manager I	\$192
Project Manager II	\$213
Project Manager III	\$223
Project Manager IV	\$241
Principal Project Manager	\$247
Program Manager I	\$203
Program Manager II	\$215
Program Manager III	\$235
Assistant Engineer I	\$146
Assistant Engineer II	\$160
Assistant Engineer III	\$169
Assistant Engineer IV	\$180
Associate Engineer I	\$189
Associate Engineer II	\$198
Associate Engineer III	\$202
Senior Engineer I	\$205
Senior Engineer II	\$210
Senior Engineer III	\$213
Senior Engineer IV	\$217
Supervising Engineer	\$226
Traffic Engineer I	\$226
Traffic Engineer II	\$241
City Engineer I	\$241
City Engineer II	\$247
Deputy Director	\$255
Director	\$261
Principal Engineer	\$278

BUILDING AND SAFETY	
Code Enforcement Technician	\$109
Code Enforcement Officer	\$125
Senior Code Enforcement Officer	\$147
Supervisor Code Enforcement	\$178
Fire Plans Examiner	\$178
Senior Fire Plans Examiner	\$195
Fire Inspector	\$164
Senior Fire Inspector	\$178
Fire Marshal	\$210
Plans Examiner Aide	\$117
Plans Examiner	\$178
Senior Plans Examiner	\$195
Assistant Construction Permit Specialist	\$125
Construction Permit Specialist	\$131
Senior Construction Permit Specialist	\$155
Supervising Construction Permit Specialist	\$164
Assistant Building Inspector	\$147
Building Inspector	\$164
Senior Building Inspector	\$178
Supervising Building Inspector	\$195
Inspector of Record	\$208
Assistant Building Official	\$185
Deputy Building Official	\$211
Building Official	\$211
Plan Check Engineer	\$204
Supervising Plan Check Engineer	\$206
Principal Project Manager	\$247
Deputy Director	\$255
Director	\$261
PLANNING	
CDBG Technician	\$88
CDBG Specialists	\$106
CDBG Analyst	\$125
CDBG Coordinator	\$156
CDBG Manager	\$188
Housing Program Coordinator	\$156
Planning Technician	\$134
Assistant Planner	\$167
Associate Planner	\$181
Senior Planner	\$206
Principal Planner	\$215
Planning Manager	\$228
Deputy Director	\$255
Director	\$261

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	\$150
Labor Compliance Manager	\$188
Utility Coordinator	\$172
Office Engineer I	\$151
Office Engineer II	\$165
Assistant Construction Manager	\$172
Construction Manager	\$191
Senior Construction Manager	\$207
Resident Engineer I	\$215
Resident Engineer II	\$223
Project Manager IV	\$241
Deputy Director	\$255
Director	\$261
INSPECTION SERVICES	
Public Works Observer **	\$135
Public Works Observer ***	\$164
Senior Public Works Observer**	\$147
Senior Public Works Observer ***	\$164
MAPPING AND EXPERT SERVICES	
Survey Analyst I	\$151
Survey Analyst II	\$174
Senior Survey Analyst	\$187
Supervisor - Survey & Mapping	\$209
Principal Project Manager	\$247
LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	\$157
Associate Landscape Architect	\$181
Senior Landscape Architect	\$199
Principal Landscape Architect	\$211
Principal Project Manager	\$247
ADMINISTRATIVE	
Administrative Assistant I	\$102
Administrative Assistant II	\$123
Administrative Assistant III	\$144
Project Accountant I	\$116
Project Accountant II	\$136
Project Controller I	\$144
Project Controller II	\$163

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2025 thru June 30, 2026, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations



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 WOLFE ENGINEERING AND DESIGN, INC., a California corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City’s Project Manager, or as designated in Exhibit “A,” shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit “A,” Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit “A” hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor’s control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Wolfe Engineering and Design, Inc.
360 E. First Street #262
Tustin, CA 92780
Attn.: Lori Wolfe, Lead Engineering Manager

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 714-402-9645
E-Mail: LoriWolfe@Wolfe-Engineering.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

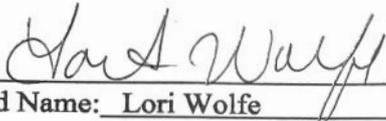
IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

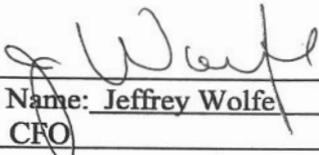
“CITY”

WOLFE ENGINEERING AND DESIGN, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Lori Wolfe
Title: CEO

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Jeffrey Wolfe
Title: CFO

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.

√

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.

SCOPE OF WORK

Wolfe Engineering appreciates this opportunity to outline the scope of work for this proposal. Wolfe Engineering's staff has thorough knowledge and expertise in Traffic Signal Construction Management and Inspection, Grant Funding Oversight, Plan Check, Civil Design and On-Site Staff Support Services and will focus on these subareas. Our past experience positions us to offer the above mentioned services to the City of Orange with the highest level of skill and proficiency. We are capable of providing the technical services associated with the general traffic engineering needs of the City. All our design work and improvement plan check will be performed by or under the responsible charge of a California Licensed Professional Engineer. We have a large portfolio of similar projects and services and have a solid reputation with many other local municipalities.

Wolfe Engineering has strong staff knowledge in Engineering Services. We are proficient in carrying a project from inception to construction by navigating the City process. Currently we are providing in-house staff services at local agencies where we act as "extension of staff" and provide management for project design to final plans to bidding to award to construction to project close out. We have the ability to take the necessary action and steps to process a project through the City and provide coordination with contractors, utility purveyors and other agencies. Wolfe Engineering has assisted cities with funding applications and grant processing. From the initial Preliminary Environmental Studies to the E76 to Request for Reimbursement, Wolfe Engineering can navigate the funding process. We can also provide other traffic engineering services using hand picked engineering firms as sub-consultants.

SERVICES PROVIDED

- A. Program Management/Construction Management
 - 1. CIP projects
 - 2. Traffic Signal Improvement
 - 3. Signing and Striping
 - B. Plan Check
 - 4. 10 day turn around for 1st plan check
 - 5. 5 day turn around for all other checks
 - 6. Supervised by licensed engineer
 - 7. Development Projects
 - 8. CIP Projects
 - 9. Traffic Control Plans
 - C. Engineering Design
 - 1. Assist with management of final design of traffic signals
 - D. On-site Staff Services
 - 1. Extension of City Staff
 - 2. Management
 - 3. CIP projects
 - 4. Traffic Signal Improvements
 - 5. Signing and Striping
 - 6. Funding
 - 7.
 - 2. Grant Funding
- 2.1.Preparation
 - 2.2.Oversite
 - 2.3.Federal/State/Local

SCOPE OF WORK - PLAN CHECK

Availability

Based on our previous experience working with municipal agencies, we feel that our approach to providing plan check services will fulfill the City's needs. We propose to have one licensed plan check engineer at the City at least one day per week. We propose to have the same engineer at the City the same day of the week every week, with the exception of rescheduling due to holidays, vacation time or occasional conflicts. In cases of reschedule, the reschedule time will be coordinated with City staff ahead of time to minimize disruptions to the normal work routine. This consistent work schedule will enable City staff to more easily schedule meetings and provides a routine that is easy for all to follow.

We propose that the majority of plan checking will be performed at Wolfe Engineering's office based in Tustin with the time spent at the City dedicated primarily to reviewing plans with City staff, attending City staff project meetings, and meeting with project applicants. A portion of the time spent at the City will also be dedicated to organizing and cleaning project files, picking up new assignments and dropping off completed assignments, and logging in and logging out plan checks.

Plan Check Turn-around

The Wolfe Engineering Team is committed to completing thorough plan checks efficiently to meet the needs of the District. As is currently the practice, we propose a 10 day standard turnaround time for each plan check.

In the past we have on many occasions turned around plan checks in one week when quick turnarounds were requested or as workload permitted. We have also performed quick checks on smaller submittals the same day they were submitted, and in several instances when projects became a high priority, we have completed comprehensive plan check in one to two days.

It is our objective to reduce the number of plan checks iterations for a given project. It is our goal to help minimize plan checks by increasing the time spent meeting and speaking over the telephone with project applicants. In this way major design issues are flushed out early in the review process, thus expediting the entire plan check process.

Checklist

Wolfe Engineering has developed plan check lists to provide a complete and comprehensive review of projects. Our checklists include submittal requirements, sheet requirements, design specifications, and conditions of approval requirements.

PROJECT APPROACH

Wolfe Engineering has a **systematic and proven approach** to managing and designing projects. Wolfe Engineering has a specific project approach for design, construction management and program management. The systems we use have a solid structure that have been implemented in many projects for a variety of clients. The structure of most projects is typically consistent with our back bone project approach. Our back bone approach is identified below. We then identify the uniqueness of each project and tailor our project approach to fit the specific needs of the project.

- A. Project Analysis and Meetings
 - 1. Kick Off Meeting
 - 2. Research and Review Available Documents and Record Data
 - 3. Progress Meetings
 - 4. Public Outreach
- B. Utility Investigation and Coordination
 - 1. Utility Notification
 - 2. Utility Coordination Providing Plans to All Utility Companies
 - 3. Notification Log and Correspondence
- C. Design Survey
 - 1. Field Investigation
 - 2. Field Survey for Topographic Map and Cross Sections
 - 3. Pothole Depth of Existing Utilities
 - 4. Topographic Base Map
- D. Geotechnical Engineering
 - 1. Soils Investigation
- E. Environmental Services
 - 1. CEQA
 - 2. NEPA
- F. Field Engineering
 - 1. Project Walk With City Staff
 - 2. Field Reconnaissance
- G. Right of Way Engineering
 - 1. Right of Way Acquisition
 - 2. Negotiations
 - 3. Legal Descriptions and Exhibits
- H. Construction Documents
 - 1. Preliminary Design
 - 1.1.Preliminary Plans
 - 1.2.Preliminary Specifications
 - 1.3. Preliminary Estimate
 - 2. Final Design
 - 2.1.Revise Preliminary Plans and Prepare Final Improvement Plans
 - 2.2.Revise Preliminary Specifications and Prepare Final Improvement Specifications
 - 2.3.Revise Preliminary Estimate and Prepare Final Improvement Estimate.
 - 3. Construction Documents
 - 3.1.Submit Signed Plans, Specs, and Estimate.

PROJECT MANAGEMENT APPROACH

Our project management approach is both proven and successful as exhibited by our affluent project success rates. Our first order of business is to meet City's staff early to determine the project requirements and objectives, critical issues and establish schedules and documents to be used. We will initiate lines of effective **communication and reporting**, exchange e-mail addresses and other communication devices. We will set the frequency of formal reporting requirements. With each project assignment, Wolfe Engineering will create a **comprehensive plan** in compliance with the City's guidelines and **a schedule** for completing the work. Wolfe Engineering's plan and schedule will list each task and identify the activities that must be completed immediately prior to the start of the next task. Wolfe Engineering's plan will comprise of all phases, as well as other disciplines, including tasks to be performed by other entities, such geotechnical, survey, right of way engineering, and structural to ensure the City's program is orchestrated effectively and efficiently. Our goal is to keep the project on schedule and within budget, using quality control/quality assurance

CONSTRUCTION MANAGEMENT/ INSPECTION APPROACH

Typical Project Schedule for Construction Management Projects are processed along the following path: inception - design - Council Approval - bid package - contractor selection - construction - final close out - Notice of Completion. Wolfe Engineering's Construction Management projects completed in the past year include 3 New Traffic Signals at Imperial Highway and Santa Gertrudes, Imperial and Ocaso and La Mirada Boulevard and Rosecrans Avenue; 3 Traffic Signal Upgrades on Imperial Highway; Imperial Highway and Leffingwell Blvd. Slurry Seal and Sign Upgrades; and La Mirada Boulevard Median Improvements. The design projects include La Mirada Boulevard Storm Drain Improvements, La Mirada Boulevard Median Improvements, Civic Center and all City owned Facilities Parking Lot Seal Coat. Inspection services included Rosecrans Avenue Slurry Seal and La Mirada Boulevard Slurry Seal.

A. Pre-Construction Phase

- | | | | |
|----|----------------------------------|----|----------------|
| a. | Project Analysis and meetings | e. | Bid Opening |
| b. | Value engineering | f. | Review of Bids |
| c. | City Council Approval of Project | g. | Award Project |
| d. | Advertise Project | | |

B. Construction Phase

- | | | | |
|----|--|-----|--|
| a. | Coordinate Pre-construction meeting and prepare notes. | c. | Process RFI's and prepare RFI log |
| | i. | d. | Progress Payments |
| | 1. | i. | Process Change Orders and prepare Change Order log |
| | 2. | ii. | Maintain cost accounting records. |
| | 3. | e. | Progress reports to City Engineer/ Manager |
| | 4. | i. | Quality assurance |
| | ii. | ii. | Compliance with federal and state requirements |
| | Request and Review construction schedule | f. | Acceptance of Project |
| | iii. | i. | Council report for Acceptance of Work |
| | Request and Review submittals | ii. | Notice of Completion filing with County |
| | iv. | g. | Comply with federal and state funding requirements |
| b. | Schedule weekly progress meetings | i. | Project filing system per Caltrans LAPM |
| | i. | ii. | Prepare and process reimbursements |
| | Coordinate with other consultants, agencies, | | |
| | ii. | | |
| | Safety | | |
| | iii. | | |
| | Track quantities | | |

CITY OF ORANGE RFP 24-25.24 ON-CALL PROFESSIONAL SERVICES FEE SCHEDULE

Principal Engineer	\$305
Senior Project Manager	\$215
Senior Project Engineer	\$205
Project Engineer	\$165
Senior Staff Engineer	\$145
Staff Engineer	\$125
Engineering Assistant	\$105
Designer II	\$105
Designer I	\$105
Construction Manager	\$175
Senior Inspector	\$155
Inspector	\$145
Senior Surveyor	\$125
2-Man Survey Crew	\$440
CADD Operator II	\$145
CADD Operator I	\$125
Word Processor I	\$105
Word Processor II	\$85
Clerical	\$105
Administrative Management	\$165
Administrative Assistant	\$145
Plan Checker I	\$165
Plan Checker II	\$145
Plan Checker III	\$125

HOURLY CHARGES FOR PERSONNEL

Other Charges:

Reimbursable expenses incurred in connection with the work will be billed at cost plus 15%.

Such reimbursable expenses include the following:

Reproductions, printing, maps and project specific supplies related to the job.

Soils Engineers, surveyors, and other outside services.

Project specific fees, insurance, permits and licenses.

Mileage will be reimbursed per state standard.

This Schedule of Hourly Rates is incorporated into the agreement for the services provided. The effective dates of this schedule are July 1, 2025 to June 30, 2026 and will be adjusted thereafter.

Invoices:

Invoices will be submitted to the City monthly and are due upon receipt.

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 WOOD RODGERS, INC., a California corporation (“Contractor”), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide general on-call traffic engineering services to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. **Compensation and Fees.**

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. **Payment.**

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. **Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. **Indemnity.**

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against

the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences

that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for

review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed

which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Wood Rodgers, Inc.
606 E. Chapman Ave, Suite 200
Orange, California 92866
Attn.: Mark Rayback, President

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

Telephone: 657-226-1400
E-Mail: mrayback@woodrogers.com

Telephone: 714-744-5525
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

WOOD RODGERS, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Mark Rayback
Title: President

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Justin Rollman
Title: Chief Financial Officer

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

***NOTE:**
-- City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

√

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.

H. WORK PLAN

Wood Rodgers provides comprehensive traffic planning and engineering services for projects, from inception to completion, including traffic studies, modeling, regional and area plans, traffic signal design, lighting, signing and striping, bicycle and pedestrian facilities, complete street concepts, and safety analyses. Our traffic engineers and planners possess wide-ranging experience and expertise in identifying safe, constructible, and cost-efficient transportation improvements, and understand transportation’s role in improving a community’s quality of life.

The Wood Rodgers Team is here when you need us!

Transportation Analysis and Study Services



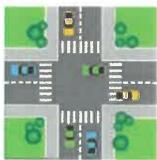
Wood Rodgers is experienced in meeting local and state agency guidelines for comprehensive traffic studies. Our traffic analysis methods are CEQA and NEPA compliant, and include period, scenario, and modal analyses using the latest state-of-the-practice analysis tools and procedures, including latest Highway Capacity Manual (HCM) methods. Our studies integrate modern transportation planning solution recommendations including smart growth, travel demand management, traffic calming treatments, and multimodal improvements. Our traffic studies provide reasonable, realistic, and implementable recommendations for improvements and mitigation measures. At Wood Rodgers, we pride ourselves in delivering cost-competitive traffic study preparation and review budgets and schedules that are sensitive to agency review time and development interests. Our traffic impact study salient features often include:

- Multimodal analysis
- Project and Plan-level studies
- Synchro, Vistro, Vissim, Sidra, & other traffic software
- Caltrans LD-IGR process
- Data for GHG analysis & EIRs
- Comprehensive yet concise reports
- Vehicle Miles Traveled
- Travel Demand Modeling
- Study Review



Map of Study Intersections and Transit Routes from the Google Campus TIA in Sunnyvale, CA.

Simulation Modeling



Wood Rodgers has extensive experience developing microsimulation models, using software such as Synchro, Vissim and SimTraffic, to analyze large or specialized roadway infrastructure projects or corridors. Wood Rodgers is adept at quickly and efficiently providing level of service and queuing analyses for various types of roadway facilities, as well as other performance metrics such as speed, delay, travel time, vehicle hours traveled, and VMT to compare improvement alternatives and prepare benefit cost analyses.

Traffic Signal Design/Timing, Streetlight Design, and ITS



Wood Rodgers is well versed in Traffic/Electrical Engineering, including signal design and timing, street lighting, and signal interconnects. Typical signal projects we have worked on include providing improved ADA access at crosswalks (e.g. upgraded pedestrian signal heads and accessible pedestrian signals/pedestrian hybrid beacons), improved vehicle detection efficiency by upgrading to video detection systems, and upgrading signal heads to meet current standards to enhance visibility. Wood

Rodgers’ Traffic/Electrical design team has extensive experience working with state and local agencies to deliver numerous quality electrical design plans including new traffic signal design and modification as well as street lighting. Our design staff are highly familiar with the latest Caltrans Standard Specifications and Plans, CA MUTCD, and local agency Construction Standards. Our team has prepared signal coordination analyses, including before and after benefit quantification. Our electrical design capabilities include:

- New & Modified Traffic Signals
- Vehicle & Bicycle Detection
- Signal Interconnects
- Bicycle/Pedestrian Signals, Beacons, & Lighting
- Leading Pedestrian Intervals
- Emergency Pre-emption
- Street Lighting and Analysis

Transportation Design, Signing, Striping, and Traffic Control



Wood Rodgers has successfully designed and constructed a wide variety of bicycle and pedestrian facilities throughout California. The Wood Rodgers Team is currently working on the forefront of Complete Streets design. We fully understand the requirements to develop a successful multimodal project, including connectivity; transit, parking, circulation and access; ADA requirements; utility impacts and requirements; and developing cost effective solutions that are in context with the



surrounding environments. Wood Rodgers is experienced in traffic signing and striping design for roadway projects in both State and local facilities. Our group of professional registered Traffic Engineers perform the design and utilize decades of experience as well as in depth knowledge of the latest California MUTCD design guidelines and State Standard Plans and Specifications. Wood Rodgers recognizes that proper placement of signage and striping to regulate traffic and provide adequate information and advance warning can greatly enhance the travel experience and safety of all roadway users, including vehicles, bicycles, and pedestrians. Our design services encompass many areas, including:

- Local Roads, Streets, Highways, Freeways & Interchanges
- Complete Streets
- ADA Site Accessibility Design
- Roundabouts & Traffic Calming
- Traffic Control/Management Plans
- Signing & Pavement Delineation and plan check
- Class I, II, III & IV Bikeway Design
- Transit Integration
- Plan check for capital/development projects

Neighborhood Traffic Calming



Wood Rodgers has delivered successful traffic calming studies and plansets throughout California for numerous cities and counties. We take a data-driven approach based on field and big-data collected volumes, speeds, travel times, origin destination routes, crashes, near-misses, and community survey feedback. We send engineers into the field to observe the issues in real time to understand the full picture. Our traffic calming studies prioritize solutions based on quantifiable metrics, and recommend improvements based on proven guidelines and standards such as the FHWA Traffic Calming Toolbox and Caltrans Traffic Calming Guide. We ensure all recommended traffic calming devices are consistent with the local agency’s City and fire code. Wood Rodgers is adept at presenting solutions to the community in a way that showcases their benefits and explains why they can have a positive impact on the community.

Grant and Funding Support



Wood Rodgers typically focuses on funding solutions and opportunities at the outset of a project or on-call task. Project performance metrics and narratives are established up front to speak directly to following funding opportunities and grants. We understand how competitive and important these dollars are for making projects a reality and our approach builds in this focus at the outset. We often help our clients transition plans and projects into grant applications. In fact, Wood Rodgers recently aided in grant applications for the 2023 ATP cycle the scored the highest in the small urban/rural category.

Community Outreach



Wood Rodgers is well versed in coordinating with the public and addressing community concerns. Our Traffic Engineers have personally attended numerous public outreach meetings, field reviews, council/board meetings, and stakeholder meetings. Our approach when working with the public is to first listen to their concerns and make them feel like they are part of the process towards a solution. Public recommendations are carefully considered and then refined based on engineering standards to develop the best solution for the issue at hand. The Wood Rodgers team is highly responsive, delivering constant updates and timely results, enabling a local agency to show their commitment to addressing the current traffic issues.

GIS, Programming, and Cost Saving Measures



Wood Rodgers utilizes state of the practice GIS and scripting tools to automate the creation of high-quality traffic graphics and maps. In addition, all our model outputs are post-processed via scripts and spreadsheets developed in-house that greatly reduce the time it takes to produce meaningful performance metrics. These efficiencies lead to highly competitive project budgets and schedules and improved quality assurance.

Emphasis on Innovation



Wood Rodgers embraces innovation and creative approaches. In fact, innovation is part of our company Strategic Plan. For traffic projects, we often leverage big-data platforms to improve timeliness and support specific analyses such as establishing VMT baselines. Other examples of innovative thought include handheld field data devices, GIS prioritization platforms, custom AutoCAD scripting, in-house app development and more, all of which we bring to this on-call.



WOOD RODGERS

CITY OF ORANGE - ON-CALL TRAFFIC ENGINEERING HOURLY FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$330
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$290
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$270
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$260
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$245
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$230
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$220
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$210
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$180
Designer	\$100
Senior CAD Technician/Graphics Designer II	\$205
Senior CAD Technician/Graphics Designer I	\$185
CAD Technician/Graphics Designer	\$165
Project Coordinator	\$175
Administrative Assistant	\$155
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 70 cents per mile.

Fee Schedule subject to change January 1, 2026 and annually thereafter.



Agenda Item

Orange City Council

Item #: 3.8.

11/12/2025

File #: 25-0506

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Acceptance and appropriation of \$853,000 in Orange County Transportation Authority Congestion Mitigation and Air Quality Improvement Program grant funds, and appropriation of \$116,000 in match funds for the Santiago Creek Bike Trail Extension Project.

2. SUMMARY

The Orange County Transportation Authority approved the allocation of Congestion Mitigation and Air Quality Improvement Program funding and has awarded the City of Orange \$853,000 for the Santiago Creek Bike Trail Extension Project. The City is also required to provide \$116,000 in match funds for this project. This funding will be used to complete the environmental and engineering phase of the project.

3. RECOMMENDED ACTION

1. Accept into the City's Other Federal Grants (399) revenue budget \$853,000 in grant funds from the Orange County Transportation Authority Congestion Mitigation and Air Quality Improvement Program:
 - 399-5101-43301-265008-43 Santiago Creek Bike Trail Extension Project
2. Authorize the appropriation of \$853,000 to Other Federal Grants (399):
 - 399-5101-87102-265008 Santiago Creek Bike Trail Extension Project
3. Authorize the appropriation of \$116,000 from Capital Projects (500) to:
 - 500-5101-87102-265008 Santiago Creek Bike Trail Extension Project

4. FISCAL IMPACT

The expense for this project is \$969,000 and will be funded through Other Federal Grants (399) and Capital Projects (500) respectively:

399-5101-87102-265008-	Santiago Creek Bike Trail Extension Project	\$853,000
500-5101-87102-265008-	Santiago Creek Bike Trail Extension Project	\$116,000

Upon the approval of this appropriation, the estimated Capital Projects (500) fund balance at June 30, 2026, will be \$9,519,902.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City of Orange Public Works Department applied for and received funds through 2023 Orange County Complete Streets Program (OCCSP). The OCCSP provides funding for Orange County projects that improve transportation for all road users - pedestrians, cyclists, and motorists alike - by enhancing safety, access, and connectivity while also supporting public health and incorporating community feedback. The City has been awarded \$853,000 for the preliminary engineering phase, \$583,000 for the Right of Way phase, and \$4,904,000 for the construction phase for the Santiago Creek Bike Trail Extension Project. Currently, the City has been approved to use the preliminary engineering phase funds of \$853,000. The total project cost to complete the preliminary engineering phase is estimated at \$969,000. The City is required to provide \$116,000 in match funds as part of the grant requirements.

In addition to OCCSP funds, the City is also expected to be awarded additional \$2.3 million from Active Transportation Program (ATP) and about \$4.9 million from Congestion Mitigation and Air Quality (CMAQ) Program to complete the construction phase for the entire project.

For the project to advance to the Right of Way and ultimately the Construction Phase, the City must complete the preliminary engineering phase. If the engineering phase is not completed, the City will be ineligible for grant funding for future project phases.

The project will continue the ongoing efforts to close the final 1.5-mile gap of the Santiago Creek Trail outlined in the City's Bikeway Master plan. The completed trail will consist of 8-miles of uninterrupted Class I (off-road) bike trail from the north end of the City of Santa Ana to the northeastern City of Orange limit at Santiago Oaks Regional Park.

7. ATTACHMENTS

- Approved Finance Letter



Agenda Item

Orange City Council

Item #: 3.8.

11/12/2025

File #: 25-0506

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

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4. FISCAL IMPACT

The expense for this project is \$969,000 and will be funded through Other Federal Grants (399) and Capital Projects (500) respectively:

399-5101-87102-265008-	Santiago Creek Bike Trail Extension Project	\$853,000
500-5101-87102-265008-	Santiago Creek Bike Trail Extension Project	\$116,000

Upon the approval of this appropriation, the estimated Capital Projects (500) fund balance at June 30, 2026, will be \$9,519,902.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

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7. ATTACHMENTS

- Approved Finance Letter

FINANCE LETTER

Date: 04/01/2025
 D_CO_RT: 12-ORA-0-ORA
 Project No: CML-5073(094)
 Adv. Project Id: 1220000067
 Project End Date: 12/31/2026

EA No:

To: City of Orange

Est Tot Proj Costs: \$1,412,326

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL	FEDERAL	LOCAL FUNDS
					Z400	Y400	
Agency Preliminary Engineering	Lump Sum	\$443,326.00	\$443,326.00	78.00%	\$345,794.00	\$0.00	\$97,532.00
Agency Preliminary Engineering	Lump Sum	\$969,000.00	\$969,000.00	88.03%	\$0.00	\$853,000.00	\$116,000.00
Totals:		\$1,412,326.00	\$1,412,326.00		\$345,794.00	\$853,000.00	\$213,532.00

Participation Ratio: 100% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: *Ferdinand A. Batatan*
Ferdinand A. Batatan (Apr 2, 2025 07:55 PDT)

Printed Name: Ferdinand A. Batatan

Title: HQ Sr. Area Engineer

Telephone No: (279) 599-2032

Remarks: Seq #1: Local agency administered PE project under Advance Construction (AC) authorization. FTIP ID ORA190912.

Seq #2: This Finance Letter reflects the obligation via EPSP and converting the Advance Construction funding in the amount of \$345,794 of Preliminary Engineering under Z400 into real Federal obligation. CMAQ fund programmed under ORA190912 in Amendment #19-14 and approved on 11/18/2019 to SCAG's 2019 FTIP.

Sequence #3 extends the project end date (PED) from 6/30/23 to 12/31/25. If FHWA approval of this PED extension occurs after 6/30/23, then any expenditures incurred from 7/01/23 to the date of FHWA approval are ineligible for federal reimbursement.

Seq #4: This Finance Letter reflects the obligation of additional \$853,00 to Preliminary Engineering using CMAQ funds programmed under ORA230804 for FY 24/25 in Administrative Modification #25-02 approved on 12/20/2024 to SCAG's 2025 FTIP.

Emission benefit reduction calculation: ROG 0.027 kg/day; NOx 0.015 kg/day; PM10 0.006 kg/day; CO 0.029 kg/day.

FINANCE LETTER

Date: 04/01/2025
 D_CO_RT: 12-ORA-0-ORA
 Project No: CML-5073(094)
 Adv. Project Id: 1220000067
 Project End Date: 12/31/2026

EA No:

To: City of Orange

Est Tot Proj Costs: \$1,412,326

ACCOUNTING INFORMATION									CML-5073(094)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/ STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE*	APPROVED AMOUNT	EXPIRATION DATE		
1220000067	25102F	2030010820	F	\$853,000.00	2425	\$0.00	\$853,000.00	06/30/2030				
1220000067	21102F	2030010820	F	\$345,794.00	2021	\$296,968.72	\$48,825.28	06/30/2026				

*Please submit invoices to the appropriate Districts by April 1st to avoid funds lapsing on the June 30th reversion date listed above and to allow sufficient time for Accounting and SCO year-end closing procedures.

5073094 S4 FL 04.01.2025

Final Audit Report

2025-04-02

Created:	2025-04-01
By:	Gregory Nannini (s147991@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR28InTY21uhuQnfJaK2cqzC7OsN4vetB

"5073094 S4 FL 04.01.2025" History

-  Document created by Gregory Nannini (s147991@dot.ca.gov)
2025-04-01 - 9:58:23 PM GMT- IP address: 149.136.17.250
-  Document emailed to Ferdinand Batatan (ferdinand.batatan@dot.ca.gov) for signature
2025-04-01 - 9:58:50 PM GMT
-  Email viewed by Ferdinand Batatan (ferdinand.batatan@dot.ca.gov)
2025-04-02 - 2:54:14 PM GMT- IP address: 149.136.17.249
-  Signer Ferdinand Batatan (ferdinand.batatan@dot.ca.gov) entered name at signing as Ferdinand A. Batatan
2025-04-02 - 2:55:31 PM GMT- IP address: 149.136.17.249
-  Document e-signed by Ferdinand A. Batatan (ferdinand.batatan@dot.ca.gov)
Signature Date: 2025-04-02 - 2:55:33 PM GMT - Time Source: server- IP address: 149.136.17.249
-  Agreement completed.
2025-04-02 - 2:55:33 PM GMT



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Agenda Item

Orange City Council

Item #: 3.9.

11/12/2025

File #: 25-0623

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Appropriation of \$35,829.25 in revenue from the Old Towne West Metrolink Parking Structure parking revenue collected during the Orange International Street Fair.

2. SUMMARY

During the Orange International Street Fair, revenue is generated through parking fees collected at the Old Towne West Metrolink Parking Structure. This revenue is appropriated and used for maintenance costs at the parking structure.

3. RECOMMENDED ACTION

1. Accept \$35,829.25 of Metrolink Parking Structure revenue into General Fund (100): 100-0000-48999-260001 Street Fair Metrolink Parking
2. Authorize the appropriation of \$35,829.25 from the General Fund (100) to: 100-5601-56999-255105 Other Maintenance Metrolink Parking Structure

4. FISCAL IMPACT

There is no direct fiscal impact to the City

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

During the Orange International Street Fair, attendees may park at the Old Towne West Metrolink Parking Structure for a fee. The fees collected help pay for maintenance costs of the parking structure. The City of Orange reported a net revenue of \$35,829.25 from this three-day event.

In November 2018, the City Council approved the Old Towne West Metrolink Parking Structure Management and Maintenance Plans with the Federal Transit Agency through the Orange County Transportation Agency. This plan limits any revenue from the parking structure to only cover maintenance expenses. Using the revenue to pay salaries and benefits is unallowable. Staff proposes acceptance of the revenue into the General Fund and appropriating the funds for

maintenance costs in Fiscal Year 2025-2026.

7. ATTACHMENTS

- None



Agenda Item

Orange City Council

Item #: 3.9.

11/12/2025

File #: 25-0623

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

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2. SUMMARY

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2. Authorize the appropriation of \$35,829.25 from the General Fund (100) to: 100-5601-56999-255105 Other Maintenance Metrolink Parking Structure

4. FISCAL IMPACT

There is no direct fiscal impact to the City

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

During the Orange International Street Fair, attendees may park at the Old Towne West Metrolink Parking Structure for a fee. The fees collected help pay for maintenance costs of the parking structure. The City of Orange reported a net revenue of \$35,829.25 from this three-day event.

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maintenance costs in Fiscal Year 2025-2026.

7. ATTACHMENTS

- None



Agenda Item

Orange City Council

Item #: 3.10.

11/12/2025

File #: 25-0607

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Adam Jevic, Chief of Police

1. SUBJECT

Accept donation of 50 Automated External Defibrillators for the Police Department from the Orange Police Foundation.

2. SUMMARY

Donation of 50 Automated External Defibrillators from the Orange Police Foundation will benefit the Orange Police Department's lifesaving efforts.

3. RECOMMENDED ACTION

Accept donation of 50 Automated External Defibrillators from the Orange Police Foundation to the Orange Police Department.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

Providence St. Joseph Hospital donated \$50,000 to the Orange Police Foundation (Foundation) to offset the purchase of 50 Automated External Defibrillators (AEDs) to enhance emergency medical response capabilities in the field. The total value of the 50 AEDs was \$85,350 with the Foundation paying the \$35,350 balance.

Accepting the donation of 50 AEDs from the Foundation would allow the department to outfit police frontline patrol units with a life-saving device, significantly improving the department's ability to respond to cardiac emergencies in the community. The Police Department will ensure all officers receive updated training in AED use.

Any ongoing maintenance costs will be addressed with the Foundation at a later date. This donation is made possible by the sizable donation from Providence St. Joseph Hospital and the Foundation.

7. ATTACHMENTS

- None



Agenda Item

Orange City Council

Item #: 3.10.

11/12/2025

File #: 25-0607

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Adam Jevic, Chief of Police

1. SUBJECT

Accept donation of 50 Automated External Defibrillators for the Police Department from the Orange Police Foundation.

2. SUMMARY

Donation of 50 Automated External Defibrillators from the Orange Police Foundation will benefit the Orange Police Department's lifesaving efforts.

3. RECOMMENDED ACTION

Accept donation of 50 Automated External Defibrillators from the Orange Police Foundation to the Orange Police Department.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

Providence St. Joseph Hospital donated \$50,000 to the Orange Police Foundation (Foundation) to offset the purchase of 50 Automated External Defibrillators (AEDs) to enhance emergency medical response capabilities in the field. The total value of the 50 AEDs was \$85,350 with the Foundation paying the \$35,350 balance.

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Any ongoing maintenance costs will be addressed with the Foundation at a later date. This donation is made possible by the sizable donation from Providence St. Joseph Hospital and the Foundation.

7. ATTACHMENTS

- None



Agenda Item

Orange City Council

Item #: 3.11.

11/12/2025

File #: 25-0601

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Award of Contract to All Cities Engineering, Inc. for Annual Pipeline Renewal Project; Bid No. 25-26.04.

2. SUMMARY

Eight bids for the Annual Pipeline Renewal Project (W-725) were received and opened on October 2, 2025. The apparent low bidder is All Cities Engineering, Inc. for \$1,190,075.

3. RECOMMENDED ACTION

Approve the contract with All Cities Engineering, Inc. in the amount of \$1,309,083, representing an original bid amount of \$1,190,075, plus a 10% contingency of \$119,008 for the Annual Pipeline Renewal Project; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this contract is \$1,309,083 and will be funded through Water (600):

600-5803-85103-255085 Pipeline Renewal Project

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Existing water mains on N. Santiago Boulevard, E. Villa Vista Way, E. Riding Way, El Sereno Dr., E. Riding Way, and N. Bailey Dr. are scheduled to be replaced as part of the Annual Pipeline Renewal Project. These water mains were constructed between the 1950's and 1960's and have reached the end of their useful life. The mains are also undersized per current industry standards. The new water mains will provide a more reliable water service and fire protection for the residents in the area.

The City Council previously approved advertisement for bids on September 9, 2025. The bids were received and opened on October 2, 2025. Eight bidders responded as follows:

CONTRACTOR	AMOUNT
1. All Cities Engineering Inc., Downey, CA	\$ 1,190,075

2. Big Ben Engineering, Irvine, CA	\$ 1,336,310
3. Dominguez General Engineering, Inc., Pomona, CA	\$ 1,454,000
4. Stephen Doreck Equipment Rentals, Inc., Pico Rivera, CA	\$ 1,570,808
5. CEM Construction Corporation, Montebello, CA	\$ 1,749,150
6. Giles Engineering Associates, Inc., Orange, CA	\$ 1,760,611
7. Ramona, Inc., Baldwin Park, CA	\$ 2,023,255
8. CHI Construction, Fullerton, CA	\$ 2,421,975

All Cities Engineering, Inc. is the apparent responsive low bidder. Staff checked the references and qualifications for All Cities Engineering, Inc. and found them to be acceptable, with adequate years of experience in completing contracts of a similar nature to this project. The Contractor has completed pipeline replacement projects with many surrounding agencies. Therefore, staff recommend that All Cities Engineering be awarded the contract in the amount of \$1,190,075, plus a 10% contingency for a total amount of \$1,309,083. Construction is scheduled to begin in January 2026 and is expected to be completed within 150 calendar days.

7. ATTACHMENTS

- Location Map
- Contract with All Cities Engineering, Inc.
- Bid Abstract



Agenda Item

Orange City Council

Item #: 3.11.

11/12/2025

File #: 25-0601

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

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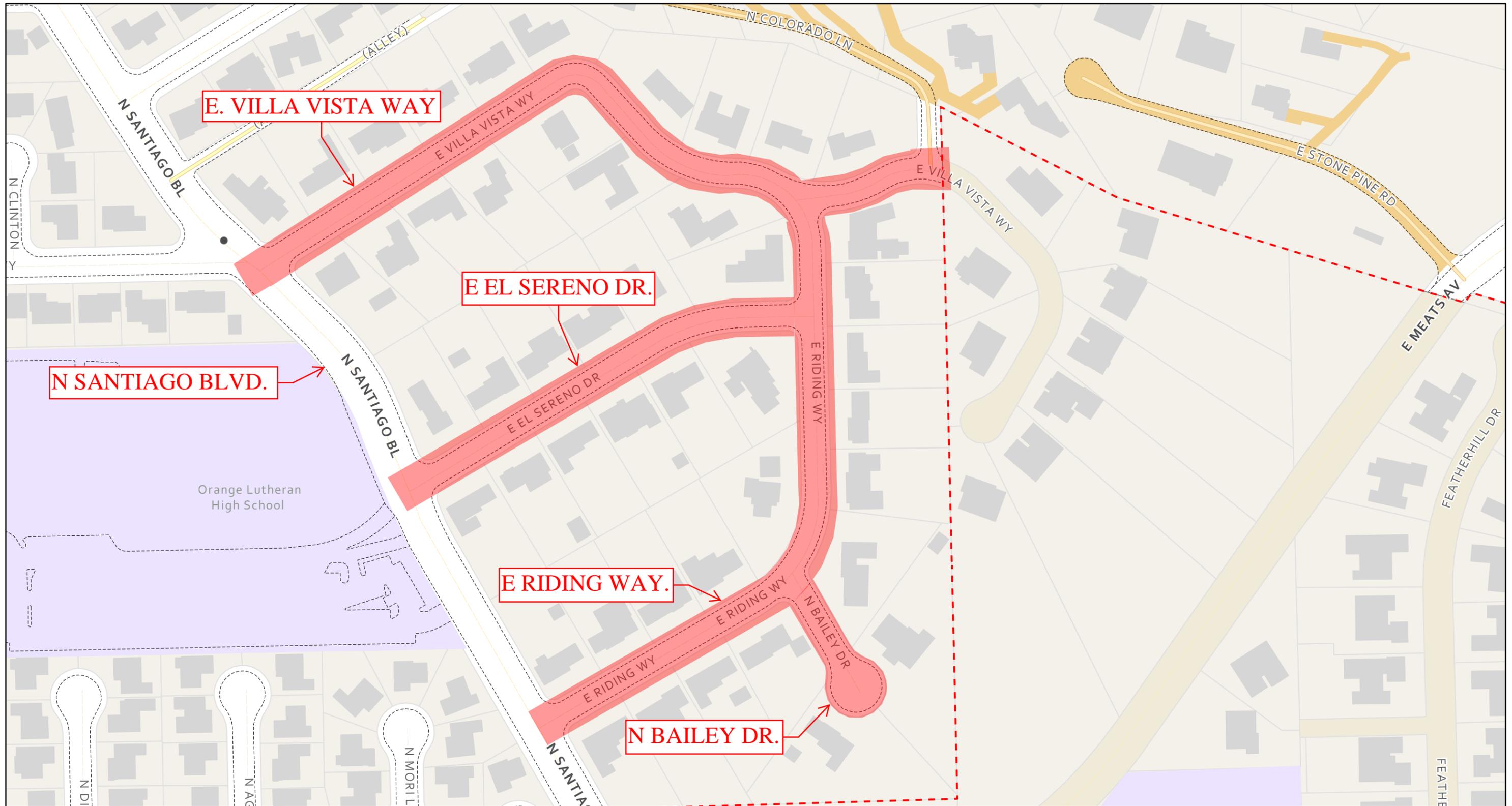
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7. ATTACHMENTS

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- Contract with All Cities Engineering, Inc.
- Bid Abstract



NOTE: Recent data updates may not be reflected on this map at the time of printing, use at your discretion. No part of this map shall be reproduced for commercial purposes.



Date Exported: 8/18/2025
Credits: City of Orange (2025)

CONTRACT
[Annual Pipeline Renewal Project (Bid No. 25-26.04)]

THIS CONTRACT (the “Contract”) is made and entered into as of _____, 2025 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and ALL CITIES ENGINEERING, INC., a California corporation (“Contractor”), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the “Work”) described in:

(1) The Construction Plans for Annual Pipeline Renewal Project (Bid No.25-26.04; Drawing W-725) prepared for City by Orange, Water Division Staff and approved by the “Engineer” (as defined herein below) on September 15, 2025, and consisting of sheets numbered 1 through 12, inclusive (the “Plans”);

(2) The latest edition of the "City of Orange Standard Plans and Specifications" (the “Orange Book”) with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or designee);

(3) The "Standard Specifications for Public Works Construction” (the “Greenbook”), and all amendments thereto, except the definition of “Subcontractor” in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: “Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;”

(4) The “City of Orange Standard Special Provisions;”

(5) The Standard Plans; and

(6) Contractor’s Bid Proposal, which is on file with City’s Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City’s Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges

that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the “Plans and Specifications.”

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City’s exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City’s Public Works Director, City’s Assistant Engineer, Jonathan Smith (“Authorized City Representative”), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor’s performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City’s Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City’s Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor’s Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

g. Contractor agrees that it has an obligation to reset all permanent survey markers as stated in the Orange Book, Part 4, Section 400-2, “Permanent Survey Markers,” and obtain the approval for pre- and post-construction centerline tie sheets and Corner Records from the County of Orange and deliver said approved documents to City as soon as they are received. This obligation extends to any of its subcontractors that have performed work in this regard. This subsection survives completion of the Work, the Notice of Completion, and final payment and shall be an enforceable obligation until fulfilled.]

ARTICLE 2

Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within One Hundred Fifty (150) calendar days from such date, unless legal extension is

granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3 Compensation

a. Contractor agrees to receive and accept an amount not to exceed ONE MILLION ONE HUNDRED NINETY THOUSAND SEVENTY-FIVE DOLLARS and 00/100 (\$1,190,075.00) unless said amount is amended by Contract Change Order approved by the City, as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of ONE HUNDRED NINETEEN THOUSAND SEVEN DOLLARS and 50/100 (\$119,007.50) has been added to the total compensation of this Contract. The Authorized City Representative 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 the Authorized City Representative 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 a Contract Amendment 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 Authorized City Representative. Any and all additional work and services performed under this Contract 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 the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed ONE MILLION THREE HUNDRED NINE THOUSAND EIGHTY-TWO DOLLARS and 50/100 (\$1,309,082.50).

ARTICLE 4 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 Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5 Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6 Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan ("DAMP"), containing Model Maintenance Procedures with Best Management Practices ("BMPs") that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City's Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7

Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, 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 Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. 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 Contractor 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.

b. 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.

ARTICLE 8

Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a "public work," 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 Contractor, 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.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed

and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. “Increased costs” as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9 Equal Employment Opportunity

During the performance of this Contract, 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 shall 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 Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10 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 contractor 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 builder for any project for which the design work is part of this Contract.

ARTICLE 11 Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. 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 Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12 Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. 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 Contract.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers 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.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract 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.

i. 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. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13 Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with

this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14
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 Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall 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.

ARTICLE 15
Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract 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 Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract 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 Contract 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.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract 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 Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials 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 Contract.

ARTICLE 16 Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17 Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract 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 Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 18 Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class 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”

All Cities Engineering, Inc.
5881 Snowgrass Trail
Riverside, CA 92509

Attn: Javier Castro

Telephone: (951) 255-3964
E-Mail: javier_allcities@yahoo.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn: Sonny Tran

Telephone: (714) 288-2475
E-Mail: stran@cityoforange.org

**ARTICLE 19
Claim Resolution**

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

**ARTICLE 20
Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

Nathalie Adourian, City Attorney

Pamela Coleman, City Clerk

"CONTRACTOR"

ALL CITIES ENGINEERING, INC., a California
corporation

*[Note: Signature of Chairman of the
Board, President or Vice President is
required]*

By: _____
Printed Name: Javier Castro
Title: Vice President

*[Note: Signature of Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer is also required]*

By: _____
Printed Name: Maria Paula Nova Forero
Title: Assistant Secretary

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE

SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
 - (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
 - (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

City of Orange Summary of Bid Abstracts for:

Annual Pipeline Renewal Project(Quest Bid #9857948)
 Bid 25-26.04
 Bid Opening: 10/2/25

Line Item	Item Description	UofM	Quantity	Engineer Estimate		1 All Cities Engineering, Inc		2 Big Ben, Inc		3 Dominguez Engineering, Inc		4 Stephen Dorek Equipment, Inc		5 CEM Construction Corp		6 Giles Engineering		7 Ramona, Inc		8 CHI Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilizations/Demo/Phasing (not to exceed 2.5% of total cost)	LS	1	\$33,651.00	\$33,651.00	\$ 28,400.00	\$ 28,400.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00	\$ 44,015.00	\$ 44,015.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00
2	6" C900	LF	13.5	\$211.15	\$2,850.53	\$ 250.00	\$ 3,375.00	\$ 500.00	\$ 6,750.00	\$ 350.00	\$ 4,725.00	\$ 218.00	\$ 2,943.00	\$ 200.00	\$ 2,700.00	\$ 721.40	\$ 9,738.90	\$ 500.00	\$ 6,750.00	\$ 750.00	\$ 10,125.00
3	8" C900	LF	3,395	\$211.15	\$716,854.25	\$ 150.00	\$ 509,250.00	\$ 157.00	\$ 533,015.00	\$ 205.00	\$ 695,975.00	\$ 232.00	\$ 787,640.00	\$ 275.00	\$ 933,625.00	\$ 226.38	\$ 768,560.10	\$ 265.00	\$ 899,675.00	\$ 330.00	\$ 1,120,350.00
4	Remove existing fire hydrant	EA	8	\$1,030.00	\$8,240.00	\$ 2,000.00	\$ 16,000.00	\$ 1,250.00	\$ 10,000.00	\$ 5,500.00	\$ 44,000.00	\$ 750.00	\$ 6,000.00	\$ 2,000.00	\$ 16,000.00	\$ 2,040.35	\$ 16,322.80	\$ 3,500.00	\$ 28,000.00	\$ 5,250.00	\$ 42,000.00
5	New fire hydrant	EA	11	\$14,420.00	\$158,620.00	\$ 12,000.00	\$ 132,000.00	\$ 15,000.00	\$ 165,000.00	\$ 16,500.00	\$ 181,500.00	\$ 16,150.00	\$ 177,650.00	\$ 17,500.00	\$ 192,500.00	\$ 12,227.71	\$ 134,504.81	\$ 38,000.00	\$ 418,000.00	\$ 27,000.00	\$ 297,000.00
6	2" Air Vac	EA	2	\$8,000.00	\$16,000.00	\$ 9,000.00	\$ 18,000.00	\$ 9,500.00	\$ 19,000.00	\$ 15,000.00	\$ 30,000.00	\$ 15,500.00	\$ 31,000.00	\$ 9,500.00	\$ 19,000.00	\$ 10,370.14	\$ 20,740.28	\$ 12,000.00	\$ 24,000.00	\$ 15,000.00	\$ 30,000.00
7	New 3/4" service with new radio read wm	EA	41	\$2,575.00	\$105,575.00	\$ 3,000.00	\$ 123,000.00	\$ 5,000.00	\$ 205,000.00	\$ 4,500.00	\$ 184,500.00	\$ 4,750.00	\$ 194,750.00	\$ 2,950.00	\$ 120,950.00	\$ 7,439.75	\$ 304,619.75	\$ 4,500.00	\$ 184,500.00	\$ 6,300.00	\$ 258,300.00
8	New 1" service with new radio read wm	EA	4	\$3,090.00	\$12,360.00	\$ 7,000.00	\$ 28,000.00	\$ 5,500.00	\$ 22,000.00	\$ 5,000.00	\$ 20,000.00	\$ 4,750.00	\$ 19,000.00	\$ 3,250.00	\$ 13,000.00	\$ 7,316.90	\$ 29,267.60	\$ 6,000.00	\$ 24,000.00	\$ 6,750.00	\$ 27,000.00
9	New 6" DI gate valve	EA	1	\$3,347.50	\$3,347.50	\$ 2,200.00	\$ 2,200.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,850.00	\$ 2,850.00	\$ 3,250.00	\$ 3,250.00	\$ 5,702.27	\$ 5,702.27	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00
10	New 8" DI gate valve	EA	26	\$3,862.50	\$100,425.00	\$ 2,700.00	\$ 70,200.00	\$ 4,250.00	\$ 110,500.00	\$ 3,000.00	\$ 78,000.00	\$ 3,500.00	\$ 91,000.00	\$ 4,250.00	\$ 110,500.00	\$ 4,936.47	\$ 128,348.22	\$ 6,500.00	\$ 169,000.00	\$ 7,500.00	\$ 195,000.00
11	Concrete Cross-Gutter Replacement	SF	205	\$56.65	\$11,613.25	\$ 30.00	\$ 6,150.00	\$ 75.00	\$ 15,375.00	\$ 60.00	\$ 12,300.00	\$ 225.00	\$ 46,125.00	\$ 75.00	\$ 15,375.00	\$ 169.33	\$ 34,712.65	\$ 50.00	\$ 10,250.00	\$ 120.00	\$ 24,600.00
12	2" A.C. Pavement Overlay - Surface Course (5' WIDE)	TON	470	\$275.00	\$129,250.00	\$ 350.00	\$ 164,500.00	\$ 361.00	\$ 169,670.00	\$ 300.00	\$ 141,000.00	\$ 285.00	\$ 133,950.00	\$ 375.00	\$ 176,250.00	\$ 337.55	\$ 158,648.50	\$ 175.00	\$ 82,250.00	\$ 405.00	\$ 190,350.00
13	Traffic Control, Signing and Striping	LS	1	\$13,184.00	\$13,184.00	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 19,500.00	\$ 19,500.00	\$ 35,000.00	\$ 35,000.00	\$ 5,304.44	\$ 5,304.44	\$ 25,000.00	\$ 25,000.00	\$ 45,000.00	\$ 45,000.00
14	Project Information Signs	LS	2	\$2,060.00	\$4,120.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,500.00	\$ 3,000.00	\$ 10,126.39	\$ 20,252.78	\$ 4,000.00	\$ 8,000.00	\$ 13,500.00	\$ 27,000.00
15	Offset assembly	EA	6	\$7,210.00	\$43,260.00	\$ 6,000.00	\$ 36,000.00	\$ 5,000.00	\$ 30,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,500.00	\$ 21,000.00	\$ 5,500.00	\$ 33,000.00	\$ 13,312.15	\$ 79,872.90	\$ 14,800.00	\$ 88,800.00	\$ 15,000.00	\$ 90,000.00
	Total:				\$ 1,359,350.53		\$1,190,075.00		\$1,336,310.00		\$1,454,000.00		\$1,570,808.00		\$1,749,150.00		\$1,760,611.00		\$2,023,255.00		\$2,421,975.00

ORDINANCE NO. 18-25

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ORANGE AMENDING TITLE 12,
TITLE 16 AND TITLE 17 OF THE ORANGE
MUNICIPAL CODE TO UPDATE DUTIES AND
RESPONSIBILITIES OF THE DESIGN REVIEW
COMMITTEE**

WHEREAS, the City of Orange Design Review Committee (DRC) was established in 1974 to uphold community aesthetics by reviewing the architectural design of new buildings and structures; and

WHEREAS, the City Council recognizes the need to modernize and streamline the design-review process to improve efficiency, reduce redundancy, and ensure timely decision-making while maintaining the City's longstanding commitment to design excellence and historic preservation; and

WHEREAS, on October 7, 2025, the Planning Commission of the City of Orange conducted a duly noticed public hearing and adopted Resolution No. PC-2025-24, recommending that the City Council approve this ordinance as consistent with the General Plan and in the public interest; and

WHEREAS, the Planning Commission's recommendation was based on findings that the proposed amendments clarify review responsibilities among the Community Development Director, Design Review Committee, and Planning Commission, and that they will improve coordination and transparency in the review of new development and alterations to existing buildings; and

WHEREAS, the City Council finds that this ordinance constitutes an administrative activity that does not have the potential to cause a direct or reasonably foreseeable indirect physical change in the environment, and therefore is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378; and

WHEREAS, all new development projects will remain subject to project-level environmental review under CEQA, ensuring that the City continues to evaluate potential impacts to historic resources, aesthetics, and related environmental factors; and

WHEREAS, the City Council further finds that this ordinance is consistent with the Orange General Plan, including the Community Design Element and the Cultural Resources & Historic Preservation Element, by maintaining the DRC's role for projects meeting the Historic Threshold, applying the Secretary of the Interior's Standards to eligible resources, and supporting high-quality architectural design citywide; and

WHEREAS, the ordinance complements General Plan goals to preserve the distinctive character of Old Towne and other historic neighborhoods while facilitating economic vitality and predictable permit processing for applicants; and

WHEREAS, notice of this public hearing was given in compliance with Government Code Section 65090 and Orange Municipal Code Section 17.08.040, including publication of a legal notice on October 2, 2025 in a newspaper of general circulation; and

WHEREAS, the City Council finds that the public hearing was properly noticed and conducted, all persons wishing to be heard were given the opportunity to testify, and the City Council has carefully considered the entire administrative record, including the Planning Commission’s recommendation, staff report, and written and oral comments; and

WHEREAS, the City Council finds that adoption of this ordinance will promote the public health, safety, and welfare by maintaining strong design and historic-preservation standards, improving administrative efficiency, and ensuring consistency and fairness in the City’s development-review process; and

WHEREAS, the City Council further finds that these amendments advance the City’s goals for efficient government, community character, and responsible stewardship of Orange’s historic and architectural heritage.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

This Ordinance is not a project under the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15061(b)(3) and 15378, because it is an administrative activity undertaken by a local government, involves general City policy and procedure, and its adoption does not have the potential to result in direct or indirect physical changes to the environment

SECTION II:

Section 12.18.080(O) of the Orange Municipal Code, “Streets, Sidewalks and Public Places - Outdoor Dining on Public Walkways - Outdoor Dining Permit Standards,” is hereby amended in its entirety to read as follows:

- O. No signs are permitted in the outdoor dining area with the exception of a menu sign. Business names may be permitted on the valance of the awnings and/or umbrellas, as approved by the Community Development Director; however, commercial and product logos are not permitted on the valance of awnings and/or on umbrellas or in any other outdoor display.

SECTION III:

Section 16.35.060 of the Orange Municipal Code, “Subdivisions – Vesting Tentative Maps - Filing,” is hereby amended in its entirety to read as follows:

16.35.060 - Filing.

A vesting tentative map shall be filed in the same form and have the same contents, accompanying data and reports as set forth in other provisions of Title 16 for a tentative map, except as hereinafter provided:

- A. Subdivider shall obtain all necessary zone changes prior to or concurrent with filing a vesting tentative map.
- B. At the time a vesting tentative map is filed it shall have printed conspicuously on its face the words: "Vesting Tentative Map."
- C. At the time a vesting tentative map is filed, a subdivider shall also supply the following information:
 - 1. Plans and drawings;
 - 2. Sewer, water, storm drain, and road details;
 - 3. Geological studies;
 - 4. Flood control information;
 - 5. School impact analysis;
 - 6. Traffic impact analysis;
 - 7. Detailed grading plans;
 - 8. Solar access, passive or natural heating or cooling opportunities analysis;
 - 9. Signing program (advertising, locational, and safety signing systems);
 - 10. Any other material considered essential to the proper evaluation of the project (i.e.; open space maintenance responsibilities, provisions made for trails and/or parks and their maintenance responsibilities).

NOTE: All developments require compliance with the California Environmental Quality Act. Some of the above information may be included in reports prepared for that purpose. If so, the information requested above the need only be referenced to the E.I.R.

SECTION IV:

Section 17.04.022 of the Orange Municipal Code, "Zoning-Definitions-"C" Definitions," is hereby amended in its entirety to read as follows:

Section 17.04.022 – "C" Definitions

"Caretaker mobile home" means a mobile home, placed on either a permanent or temporary foundation, established on any premises as living quarters for a person or persons responsible for the maintenance and/or security of those premises.

"Caretaker's residence" means a dwelling unit accessory to a principal use on a site and intended for occupancy on same site for a caretaker, security guard, servant, or similar position generally requiring residence on the site.

"Carport" means a roofed structure providing space for the parking or storage of motor vehicles, but not fully enclosed.

"Cellular" means an analog or digital wireless communication technology that provides services such as two-way mobile voice and data communications, paging, voice mail, electronic mail, conference calling, and facsimile.

"Cemetery" means property used for the interring of the dead including columbariums, crematoriums, mausoleums, and mortuaries when operated in conjunction with and within the boundary of a cemetery.

"Centerline" means the right-of-way centerline as established by the County Engineer of the County, by the City Engineer of any city within the County, by the State Division of Highways of the State of California.

"Church" means an institution providing facilities for worship or the assemblage of the public for worship, including personal counseling, education (church schools), day care, and the building or buildings where such activities take place.

"Clinic" means an establishment where patients are admitted for examination and treatment by one or more physicians, dentists, psychologists or social workers and where patients are not lodged overnight.

"Club" means a group of people organized for a common purpose to pursue common goals, interests or activities and usually characterized by certain membership qualifications, payment of fees and dues, regular meetings, and a constitution and by-laws.

"Cluster development" means a development design technique that concentrates buildings in specific areas on the site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive features.

"Co-location" means the locating of wireless communication equipment/antennas by more than one wireless service provider on a single building-mounted, roof-mounted, or ground-mounted wireless communication facility.

"Commercial recreation and entertainment" means establishments providing participant or spectator recreation or entertainment, either indoors or outdoors, for a fee or admission charge. Does not include "adult-oriented businesses" or "bars, lounges, and nightclubs." Illustrative examples of commercial recreation and entertainment uses include: athletic clubs, bowling alleys, ice/roller skating rinks, scale-model courses, and similar uses.

"Commercial use" means an activity, normally retail sales, carried out for monetary gain.

"Common area" means land held in common and/or single ownership and not reserved for the exclusive use or benefit of an individual tenant or owner.

"Common facility" means a noncommercial use established primarily for the benefit and enjoyment of the community in which it is located, typically utility or service use oriented.

"Communal housing" means for nonfamily groups with common kitchen and dining facilities but without medical, psychiatric or other care including boardinghouses, lodging houses, dormitories, fraternity/sorority houses, communes, and religious homes.

"Community care facilities" means any facility, place or building where non-medical care and supervision are provided for seven or more persons (does not include the licensee or members of the licensee's family or persons employed as facility staff).

"Community center" means a facility operated to provide recreational, cultural or other similar activities.

"Conditional use permit" means a zoning instrument used primarily to review the location, site development, or conduct of certain land uses. These are uses which generally have a distinct impact on the area in which they are located, or are capable of creating special problems for bordering properties unless given special attention. A conditional use permit is granted at the discretion of the Planning Commission or Zoning Administrator and is not the automatic right of any applicant.

"Condominium" means a building or group of buildings owned on a proportional basis with a specific benefit of ownership being the right to occupy an individual unit located within the structure(s).

"Convalescent facility" means a use providing bed care and in-patient services for persons requiring regular medical attention, and persons aged or infirm unable to care for themselves, excluding surgical or emergency medical services.

"Convalescent hospital" means a facility providing long-term nursing, dietary and other medical services to convalescents or invalids but not providing surgery or primary treatments such as are customarily provided in a hospital. A convalescent hospital must be licensed by the State as such.

"Convenience market" means a retail food market providing goods and other services on an extended hour basis.

"Coop" means a coop is a place of confinement, usually in the form of a cage or small enclosure, used in conjunction with the keeping of birds.

"Copy center" means a commercial establishment that provides services such as document copying, word processing, scanning, binding, sorting, laminating, mounting and other similar services; computer terminal rentals are permitted as an incidental use, provided that less than 50% of the business is devoted to computer terminal rentals.

"Corner cut-off" means the triangular area created by measuring from a corner a given distance along each property line or driveway and connecting the points at the end of those lines.

"Country club" means a club organized and operated primarily for social and outdoor recreation purposes, including incidental accessory uses and structures.

"Cultural resource" means any structure, portion of a structure, improvement, district, or any grouping of structures or improvements related to one another by virtue of their sharing of common characteristics or uses, and any natural feature, landscape, site, area or object of scientific, aesthetic, educational, cultural, architectural, landscape architectural, archaeological, or historic significance to the citizens of the City and the State of California, the Southern California region or the nation which is listed in the National Register or is eligible for listing in the National Register.

"Curb grade" means the level of the established curb in front of a building, as measured at the center of the frontage.

SECTION V:

Section 17.04.027 of the Orange Municipal Code, "Zoning-Definitions-"H" Definitions," is hereby amended in its entirety to read as follows:

Section 17.04.027 – "H" Definitions

"Handicapped housing" means any housing which is designed and physically improved to accommodate physically handicapped persons.

"Health facility" means any facility, place or building which is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental. For a complete definition, refer to Section 1250 of the California Health and Safety Code.

"Historic building inventory" means the list of nominated cultural resources worthy of preservation within the City which have been identified in the 1982 Historic Survey as commissioned by the City. Updates to the Historic Inventory in 1992 and 2005 included both an update of contributing structures and non-contributing structures within the square-mile Old Towne District, and potential landmarks citywide, with the first surveying of the Eichler Tracts in 2005.

"Historic – Contributing structures" means all pre-1940 buildings and structures so identified in the City's Historic Building Inventory.

"Historic – Noncontributing structures" means buildings within a Historic District which do not contribute to the district because the buildings are contemporary in architectural style or are less than 50 years old.

"Historic district" means a geographically definable area which: (1) possesses a significant concentration, linkage or continuity of sites, buildings, improvements or objects united by past events, architectural style or design, or aesthetically by plan or physical development, and (2) is comprised of individual elements separated geographically but linked by association or history.

"Historic Threshold" means any property that is (1) located within City historic districts, (2) listed in the City's historic resource inventory, or (3) is a property greater than 50 years old with significant historic, architectural, or cultural value as determined by the Community Development Director.

"Home occupation" means any accessory activity carried out for financial gain which is conducted within a dwelling unit or an accessory structure to the unit. The principal use of the dwelling unit must be a residential use, and the home occupation must be incidental to the residential use of the dwelling unit. Home occupation activities shall involve the use of materials and equipment only found customarily in a residential unit.

"Homeless shelter" means a building that provides immediate and short-term overnight sleeping accommodations for homeless persons or families, with limited on-site supporting services. No person or family may be denied shelter at this facility due to the inability to pay. Temporary shelters established in response to an emergency or disaster (such as flood, fire or cold-weather occurrences), or temporary shelters ancillary to a church use do not fall within this definition. As used in this code, "homeless shelter" shall have the same meaning as "emergency shelter," as contained in state law. Notwithstanding, these uses shall comply with federal, state and local regulations as applicable.

"Homeowners association" means a community association which is organized within a development in which individual owners share common interests and responsibilities for open space, landscaping, and/or facilities.

"Hospital" means an institution consisting of a facility licensed by the State Department of Public Health for the provision of clinical, temporary or emergency service of a medical, obstetrical or surgical nature to human patients, including overnight care of patients.

"Hot dog vending cart" means a portable, non-motorized device, operating outside of a building, from which a vendor primarily sells hot dogs.

"Hotel" means a residential building designed or used to be rented for transient occupancy by guests for dwelling, lodging, or sleeping purposes containing six or more guest rooms or suites of rooms not containing cooking facilities, but not including any building in which human beings are housed or detained under legal restraint or which is used as a drug or other rehabilitation center.

SECTION VI:

Section 17.04.033 of the Orange Municipal Code, "Zoning-Definitions-"N" Definitions," is hereby amended in its entirety to read as follows:

Section 17.04.033 – "N" Definitions

"National Register" means the National Register of Historic Places maintained by the Secretary of the Interior under authority of the Historic Sites Act of 1935 and the National Historic Preservation Act.

"Nominated resource" means those structures, buildings, places, urban design features and other objects for which application for designation has been made.

"Nonconforming land" means a parcel the size, dimensions or use of which was lawful prior to the adoption, revision or amendment to a zoning ordinance, but which fails by reason of such adoption, revision or amendment, to conform to the present requirements of the zoning district.

"Nonconforming structure" means a structure or building the size, dimensions or location of which was lawful prior to the adoption, revision or amendment to a zoning ordinance, but which fails by reason of such adoption, revision or amendment, to conform to the present requirements of the zoning district.

"Nonconforming use" means a use or activity which was lawful prior to the adoption, revision or amendment to a zoning ordinance, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the zoning district.

"Nursing home" means an extended or intermediate care facility licensed or approved to provide full-time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves.

SECTION VII:

The Table in Section 17.08.020, "Zoning – General Administrative Procedures – Reviewing Bodies," is hereby amended in its entirety to read as follows:

There are five reviewing bodies established to administer the provisions of the zoning ordinance and general plan. These five reviewing bodies have authority to make decisions and/or recommendations for applications as outlined in Table 17.08.020:

Table 17.08.020					
Type of Procedure, Permit or Hearing	CDD	DRC	ZA	PC	CC
Administrative Design Review	X(1)				
Administrative Adjustment Permit			X		
Alcohol Production Permit			X		
Conditional Use Permit	A	A(1)	X(1)	X(1)	X(1)
Design Review - Historic		A/X(1)		X(1)	
Design Review – Non-Historic	X(1)				
Environmental Documentation	A			X(1)	X(1)
General Plan Amendment	A			A	X
Neighborhood Preservation Overlay Applications		A/X(1)	X(1)		
Director Administrative Interpretations	X				
Demolition Permit - Historic		A		X(1)	X
Demolition Permit – Non-Historic	X(1)				

Table 17.08.020

Type of Procedure, Permit or Hearing	CDD	DRC	ZA	PC	CC
Reasonable Accommodation	X(1)				
Site Plan Review—Major	A	X(1)		X	
Site Plan Review—Minor	X				
Sober Living Permit	X				
Temporary Use (Non-Recurring) Permit	A	X(1)	X(1)		
Temporary Use (Recurring) Permit	X				
Tentative Parcel Map	X(1)			X(1)	X(1)
Tentative Tract Map	A			A	X
Variance	A	A(1)	X(1)	X	
Zone Change	A			A	X
Zoning Ordinance Amendment	A			A	X

Key:

CDD = Community Development Director

DRC = Design Review Committee

ZA = Zoning Administrator

PC = Planning Commission

CC = City Council

A = Advisory

X = Final project determination

(1) = Restricted to certain applications or properties that meet the Historic Threshold.

NOTES:

(a) All items may be finally decided by the City Council upon appeal.

(b) When more than one type of application is filed for a single project, the application requiring the highest level of approval shall dictate the review process for the entire group of applications.

SECTION VIII:

Section 17.08.020(D)(2) of the Orange Municipal Code, “Zoning – General Administrative Procedures – Reviewing Bodies – Design Review Committee,” is hereby amended in its entirety to read as follows:

2. Powers and Duties. When a matter or application meets the Historic Threshold, the Design Review Committee shall have the authority to:
 - a. Make final determination on signs and sign programs in accordance with Chapter 17.36 of this code;

- b. Make final determination on architectural and landscaping design matters for minor site plan review applications when referred by Community Development Director;
- c. Make final determination on architectural and landscaping design matters for external remodeling of commercial, industrial, institutional and large scale multiple-family developments, when no Planning Commission review is otherwise required, or except for minor site plan review projects acted upon by the Community Development Director;
- d. Review and make recommendations to the Planning Commission on architectural and landscaping design matters for all development projects and proposed demolitions requiring Planning Commission recommendation or approval;
- e. Make final determination on design review of applications for additional bedrooms or bathrooms in a historic district pursuant to Section 17.28.080(D)(1)(a);

SECTION IX:

Section 17.10.035(C)(6) of the Orange Municipal Code, “Zoning – Specific Administrative Procedures – Temporary Use Permits – Temporary Use Permit for Uses of Limited, Specific Duration (Nonrecurring) – Design Review,” is hereby amended in its entirety to read as follows:

- 6. Design Review. Nonrecurring temporary uses on properties that meet the Historic Threshold, shall require the approval of the Design Review Committee prior to the establishment of the temporary use permit.

SECTION X:

Section 17.10.060(D)(2) of the Orange Municipal Code, “Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review - Procedure,” is hereby amended in its entirety to read as follows:

- 2. Procedure. The Community Development Director, pursuant to Section 17.08.020E, shall be responsible for minor site plan review. Once an application for minor site plan review has been deemed complete, the Community Development Director shall, in conjunction with a staff review committee designated by the City Manager, consider and approve, approve with conditions, deny or refer the project to the Planning Commission. A continuance may be granted upon mutual consent of the applicant and the Community Development Director. Appeals from decisions by the Community Development Director shall be made in accordance with the City appeal procedures set forth in Section 17.08.050.

SECTION XI:

Section 17.10.060(E)(2) of the Orange Municipal Code, “Zoning – Specific Administrative Procedures – Site Plan Review – Major Site Plan Review - Procedure,” is hereby amended in its entirety to read as follows:

2. Procedure. Community Development Director shall serve as the preliminary reviewing body for major site plan review. Once an application for major site plan review has been deemed complete, the Community Development Director and Design Review Committee, when the project meets the Historic Threshold, shall independently consider and make a recommendation to approve, approve with conditions, or deny the project. A continuance may be granted upon mutual consent of the applicant and Community Development Director. The recommendations shall be forwarded to the Planning Commission secretary for placement on the Commission's consent calendar, and shall be noticed as provided for in Section 17.08.040. Procedures for acting on consent calendar items shall be established by the Planning Commission and shall be adopted by resolution. The Commission, in considering a site plan review application, shall review the recommendations of the Community Development Director and Design Review Committee. The Commission shall act to approve, approve with conditions or deny the application. A continuance may be granted upon mutual consent of the applicant and Planning Commission. Planning Commission action shall be deemed final unless an appeal to the City Council is filed within 15 days of the decision in accordance with Section 17.08.050.

SECTION XII:

Section 17.10.070(B)(6) of the Orange Municipal Code, “Zoning – Specific Administrative Procedures – Design Review – When Design Review is Required,” is hereby amended in its entirety to read as follows:

6. Projects subject to minor site plan review that also involve exterior remodeling of residential, commercial, industrial, and institutional development.

SECTION XIII:

Section 17.10.070(C) of the Orange Municipal Code, “Zoning – Specific Administrative Procedures – Design Review – Initiation and Application,” is hereby amended in its entirety to read as follows:

- C. Initiation and Application. Design review applications shall be filed in accordance with application and submittal requirements. Application materials may include site, building and landscape plans, photographs, colored elevations and/or renderings and color and material boards. This information must be of sufficient detail to allow the reviewing body to determine the compatibility of the change to the existing structure, area, or district and that the project meets established design standards and criteria. In addition, to comply with provisions of the California Environmental Quality Act, most projects in historic districts will require an application for environmental review in accordance with Section 17.08.030. Submittal materials shall also include information pertaining to scale, massing, streetscape, landscaping and open space.

SECTION XIV:

Section 17.10.070(D) of the Orange Municipal Code, “Zoning – Specific Administrative Procedures – Design Review – Design Review Procedure and Criteria,” is hereby amended in part to read as follows:

- D. Design Review Procedure and Criteria. When a matter or application meets the Historic Threshold, the Design Review Committee shall make a recommendation or final determination as authorized by Section 17.08.020(D) to approve, approve with conditions or deny a project at a public meeting. In making such recommendation or determination, the Committee shall consider adopted design standards and guidelines (where applicable), the Secretary of the Interior's Standards and Guidelines for Rehabilitation (where applicable) and the following general criteria in making a project determination:

The project shall have an internally consistent, integrated design theme which is reflected in the following elements:

1. Architectural Features.
 - a. The architectural features shall reflect a similar design style or period.
 - b. Creative building elements and identifying features should be used to create a high quality project with visual interest and an architectural style.
2. Landscape.
 - a. The type, size and location of landscape materials shall support the projects overall design concept.
 - b. Landscaping shall not obstruct visibility of required addressing, nor shall it obstruct the vision of motorists or pedestrians in proximity to the site.
 - c. Landscape areas shall be provided in and around parking lots to break up the appearance of large expanses of hardscape.
3. Signage. All signage shall be compatible with the building(s) design, scale, colors, materials and lighting.
4. Secondary Functional and Accessory Features. Trash receptacles, storage and loading areas, transformers and mechanical equipment shall be screened in a manner which is architecturally compatible with the principal building(s).

SECTION XV:

Section 17.10.070(G) of the Orange Municipal Code, “Zoning – Specific Administrative Procedures – Design Review – Findings Required,” is hereby amended in its entirety to read as follows:

- G. Findings Required. The reviewing body shall make findings for all projects based upon design criteria stated above. A specific finding shall be made for projects as follows:
1. When a matter or application meets the Historic Threshold, the proposed work conforms to the prescriptive standards and design criteria referenced and/or recommended by the Design Review Committee or other reviewing body for the project.
 2. In any National Register Historic District, the proposed work complies with the Secretary of the Interior's standards and guidelines.
 3. The project design upholds community aesthetics through the use of an internally consistent, integrated design theme and is consistent with all adopted specific plans, applicable design standards and their required findings.
 4. For infill residential development, as specified in the City of Orange infill residential design guidelines, the new structure(s) or addition are compatible with the scale, massing, orientation, and articulation of the surrounding development and will preserve or enhance existing neighborhood character.

SECTION XVI:

Section 17.13.040(JJ)(9) of the Orange Municipal Code, “Zoning – Master Land Use Table – Special Use Regulations – Homeless Shelter – Design Review Required,” is hereby amended in its entirety to read as follows:

9. Design Review Required. Design review is required if the project meets the criteria established in Section 17.10.070. The reviewing body's discretion in requiring conditions of approval and approving homeless shelters is limited to ensuring compliance with applicable design-related standards and guidelines.

SECTION XVII:

Section 17.13.050(AA) of the Orange Municipal Code, “Zoning – Master Land Use Table – Conditional Use Regulations – Hot Dog Vending Carts,” is hereby deleted in its entirety.

SECTION XVIII:

Section 17.36.060(A)(1) of the Orange Municipal Code, “Zoning – Sign Regulations – Signs General – Sign Program – Multitenant Buildings,” is hereby amended in part to read as follows:

1. Multitenant Buildings. A sign program for all multitenant buildings shall be required to ensure proper design of signage and adequate identification of building tenants. Such programs shall provide for consistency in the size, color and placement of signs within a property and shall be approved by the Community Development Director, , or the Design Review Committee when sign meets Historic Threshold.

SECTION XIX:

Section 17.36.060(A)(3) of the Orange Municipal Code, “Zoning – Sign Regulations – Signs General – Sign Program – Mixed Use Zones and Major Commercial Centers,” is hereby amended to read as follows:

3. Mixed Use Zones and Major Commercial Centers. Sign programs for major commercial centers on sites which are located in the C-TR, C-R, C-2 or C-3 zones and are larger than twenty-five (25) acres, and for mixed use, multi-family residential, or multi-tenant commercial uses in the OTMU, NMU and UMU zones, regardless of the size of the site may include criteria that differ from the limitations contained in this chapter. Sign programs for major commercial centers are subject to the review and approval of a conditional use permit by the Planning Commission. Sign programs in mixed use zones are subject to review and approval by the Community Development Director, or the Design Review Committee when sign meets Historic Threshold. Sign programs shall be reviewed based on the following criteria:
 - a. The applicant will prepare and submit a detailed proposal that includes architectural plans, a site plan and building elevations. The proposal will delineate and allocate display area for each tenant.
 - b. Sign programs for such developments will specify construction and finish materials, fabrication methods, letter styles, proposed use of logos or other corporate icons, color and lighting for all signs.
 - c. Display area for wall signs shall be calculated based upon the length of building elevations according to the limits established by Section 17.36.080. In mixed use zoning districts the area of projecting signs shall be calculated based on the standards for wall sign area and counted toward the overall allowable wall sign area for a building. However, sign area may be redistributed among portions of building elevations as specified within the sign program, or permitted to increase to the following ratio:
 - i. Two square feet per lineal foot of tenant building frontage, for building elevations situated more than 200 feet from a property line or public street.
 - ii. Three square feet per lineal foot of tenant building frontage, for building elevations situated more than 300 feet from a property line or public street.
 - d. When installed on the same wall of a building which includes an entrance that is accessible to the public, blade signs, sculpted signs or three-dimensional wall

signs may extend more than 12 inches from the surface of a wall without being considered a projecting sign. The depth of projection for a wall sign will not be considered when calculating display area.

- e. Signs affixed to the face of a wall may extend upward beyond the roof of a building without being considered a roof sign, provided: (i) the vertical extension beyond the roof line is limited to 25% of the overall height of that wall; or (ii) the sign does not include flat display area, but is instead constructed of three-dimensional elements.
- f. A singular roof sign may be permitted if constructed as a singular architectural element which displays only the name of a development.
- g. Any wall signs proposed on building elevations that are arranged around a central courtyard or open-air pedestrian space which are not visible from a public right-of-way are not subject to regulations of this chapter.
- h. When presented as part of a comprehensive sign program on any development with more than 200 feet of frontage on an arterial highway, the height of a freestanding sign may exceed 15 feet, but is limited to 32 feet, or the maximum height to the roof of any building that is part of the same development, whichever is less. However, any sign higher than 15 feet is subject to the setback for all structures in that same zone, and a landscaped planter must be provided around the base of the sign.
- i. The number and spacing of freestanding signs may differ from those otherwise permitted by this chapter, so long as sign proposals do not exceed limits for aggregate display area, maximum display area and structural height.
- j. Where developments have an internal circulation system of private two-way streets and more than 40 tenants, on-site directional signs may be permitted to a maximum display area of 220 square feet and maximum height of 20 feet, when located more than 100 feet from an arterial street or residential development. Directional signs are intended to assist motorists and keep traffic flowing through large parking facilities, and should therefore be limited to directional instructions and simple graphics, including section area titles, left or right turn arrows, and tenant names (if desired by the applicant) using a uniform or consistent size and style text.
- k. Any sign program that meets Historic Threshold is subject to DRC approval. Sign applications for individual tenants will be subject to final approval by the Community Development Director unless the sign program is specific in describing the height, width and design components of signs for each tenant space.
- l. Sign programs for sites located in the OTMU zones shall also comply with sign regulations included in the City's Historic Preservation Design Standards.

- m. The aforementioned criteria are intended as maximum limits that should not be exceeded. However, an applicant may propose sign programs with elements that exceed such limits if the applicant prepares a study justifying why deviation from the criteria is desirable from a land use perspective and will not result in aesthetic and safety impacts significantly greater than those otherwise allowed. The study must address and/or include the following as a minimum:
 - i. A discussion of the unique planning and physical features of the project site which justify deviation from the criteria set forth in subsections (A)(3)(a)—(l) of this section.
 - ii. A discussion of how the proposed signage incorporates unique architectural style and special design features such as logos, emblems, murals and pictures that are integrated with the development.
 - iii. A sight-distance analysis to demonstrate why extra height or display area is needed to promote the development.
 - iv. An analysis of the range of sign visibility and potential impacts (including impacts caused by lighting) upon surrounding properties or public streets.
 - v. Scaled and dimensioned plans that provide an adequate basis of evaluation.
 - vi. A concluding statement containing an empirical analysis evidencing that the proposed sign program, due to setbacks from arterial streets which exceed the requirements of this section, setbacks from residential areas which exceed the requirements of this section, sign orientation toward the development and other relevant factors, will not impact residential areas or public streets significantly more than otherwise allowed by this section.
 - vii. The City shall approve such a sign program if it finds that the applicant's study contains the requisite empirical analysis.
- n. Any sign which has been approved under this section may contain noncommercial copy in lieu of any commercial copy.

SECTION XX:

Section 17.36.150(I) of the Orange Municipal Code, “Zoning – Sign Regulations – Special Purpose Sign Regulations – Creative Signs,” is hereby amended to read as follows:

- I. Creative Signs. Creative signs are allowed in the UMU zone. The intention of these provisions is to encourage signs of unique design that exhibit a high degree of imagination, inventiveness, spirit and thoughtfulness. Creatively designed signs should make a positive visual contribution to the overall image of the City, while mitigating the impacts of large, obtrusive or unusually designed signs. Creative signs may be allowed in addition to other project identification signs allowed by this chapter subject to approval of a sign program. Creative signs, either on their own or as part of a sign program in combination with other

project signage, shall be reviewed by the Planning Commission subject to the following criteria:

1. Signs may include imagery or graphics that do not advertise a product, business, corporate, or organizational logo. Content may include a civic message, or other neutral subject matter such as geometric shapes, nature images, community history, geographic districts of the City, or other content determined to be similarly neutral by the Planning Commission.
2. Signs shall be architecturally integrated into a development, and be placed in a logical location in relation to the overall composition of the building facade.
3. Signs shall be located and designed not to cause light and glare impacts on surrounding uses.
4. Signs may be directly or indirectly illuminated, but shall not include flashing or animated elements in accordance with Section 17.36.040.
5. Sign area shall be proportionate to the building design and architectural feature upon which the sign is installed upon or associated with.

SECTION XXI:

Section 17.36.150(J) of the Orange Municipal Code, “Zoning – Sign Regulations – Special Purpose Sign Regulations – Murals,” is hereby amended to read as follows:

- J. Murals. Murals are allowed in the OTMU, NMU and UMU zones. Murals should make a positive visual contribution to the overall image of the City and may be allowed in addition to other project identification signs allowed by this chapter. Murals, either on their own or as part of a sign program in combination with other project signage, shall be reviewed by the Planning Commission subject to the following criteria:
1. Murals may include imagery or graphics that do not advertise a product, business, corporate, or organizational logo. Content may include a civic message, or other neutral subject matter such as geometric shapes, nature images, community history, geographic districts of the City, or similar content as determined by the Planning Commission.
 2. The area of a mural shall be proportionate to the building design and comply with the provisions of Section 17.36.080(B). The area of a mural shall be included in the maximum allowable number and area of wall signage for a building.
 3. Murals may be directly or indirectly illuminated.

SECTION XXII:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION XXIII:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____, 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the 28th day of October, 2025, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2025 was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

Orange City Council

Item #: 3.13.

11/12/2025

File #: 25-0573

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Steven Scardina, Information Technology Manager

1. SUBJECT

Authorize the purchase of various annual hardware and software maintenances from Sidepath, Inc.

2. SUMMARY

The Information Technology Department utilizes many technologies, including hardware, software, and services, from Sidepath, Inc. The various technologies listed in the attached document have associated annual maintenance costs that are required to keep those technologies up to date and supported by the listed vendors.

3. RECOMMENDED ACTION

Approve the purchase of various annual hardware and software maintenances from Sidepath, Inc. for a total amount of \$272,355.33.

4. FISCAL IMPACT

The expense for this purchase is \$272,355.33 and will be funded in General Fund (100), formerly Information Technology Fund (780):

100-1601-56999 Other Repair / Maintenance Services

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City has historically recorded the information technology expenses in the Information Technology (IT) Fund, with the General Fund serving as the primary funding source for IT operations. To enhance transparency and strengthen financial management, the IT Fund has now been consolidated into the General Fund.

Rather than bringing individual items to City Council for every purchase, staff is requesting approval of a purchase order to cover all annual maintenance items provided by Sidepath, Inc. for Fiscal Year 2025-2026. The Information Technology (IT) Department spends more than \$30,000 in a year with Sidepath, Inc. and as such, the purchase order will be a more efficient method for both City Council approval and payment processing. The IT Department relies on Sidepath for maintaining all hardware, software, and services that keep the IT infrastructure healthy and secure.

The attached list contains annual support from the following vendors that are provided through Sidepath, Inc.: Dell (Servers, and Storage), Palo Alto (Security Firewalls), Ruckus (Network Switching and Wireless), Veeam (Backup and Recovery), Blackberry Cylance (end point protection), VMware (Virtualization), and Wasabi (cloud-based offsite backup storage).

Sidepath, Inc. has a deep understanding of all the technology infrastructure that the City uses and is uniquely positioned to provide technical support and implementation services related to servers, storage, networking, and security.

7. ATTACHMENTS

- IT Sidepath Asset List



Agenda Item

Orange City Council

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7. ATTACHMENTS

- IT Sidepath Asset List

vendor	product	serial number	support expiration	Estimated cost to renew support
Dell	Civic Dell/EMC Connectrix DS-6610B (HA Pair 1)	BRCEZL4002P00R	5/14/2026	\$ 1,403.55
Dell	Civic Dell/EMC Connectrix DS-6610B (HA Pair 2)	BRCEZL4002P00V	5/14/2026	\$ 1,403.55
Dell	OPD Dell/EMC Connectrix DS-6610B (HA Pair 1)	BRCEZL4002P00K	5/14/2026	\$ 1,403.55
Dell	OPD Dell/EMC Connectrix DS-6610B (HA Pair 2)	BRCEZL4002P01F	5/14/2026	\$ 1,403.55
Palo Alto	Advanced Threat Prevention subscription HA pair renewal PA-3220	16201008337	7/30/2026	\$ 46,337.50
Palo Alto	Advanced Threat Prevention subscription HA pair renewal PA-3220	16201017228	7/30/2026	
Palo Alto	Global Protect subscription HA PA-3220	16201008337	7/30/2026	
Palo Alto	Global Protect subscription HA PA-3220	16201017228	7/30/2026	
Palo Alto	Premium support renewal, PA-3220	16201008337	7/30/2026	
Palo Alto	Premium support renewal, PA-3220	16201017228	7/30/2026	
Palo Alto	Premium support year 1 renewal, PA-820	12001015902	7/30/2026	
Palo Alto	Premium support year 1 renewal, PA-820	12001015930	7/30/2026	
Palo Alto	Premium support year 1 renewal, PA-820	12001074645	7/30/2026	
Palo Alto	Subscription Advanced URL Filtering 1-year PA-3220 HA Pair	16201008337	7/30/2026	
Palo Alto	Subscription Advanced URL Filtering 1-year PA-3220 HA Pair	16201017228	7/30/2026	
Ruckus	Ruckus Wireless premium watchdog controller	SmartZone 100	12/16/2025	
Dell	Civic-Backup (Veeam) SCv3000 (285912)	FY6BT13	2/2/2026	\$ 1,601.24
Dell	OPD-Backup (Veeam) SCv3000 (285920)	FY6CT13	2/2/2026	\$ 1,601.24
Dell	PowerEdge R740 (Veeam hosts 1)	FWB4T13	2/3/2026	\$ 1,901.32
Dell	PowerEdge R740 (Veeam hosts 2)	FVY3T13	2/3/2026	\$ 1,901.32
Dell	Traffic SCv3000 (297806)	FY56T13	2/3/2026	\$ 1,053.03
Dell	Traffic SCv3020	7YS7243	7/1/2026	\$ 2,624.24
Dell	PowerEdge R640 (ESXi host 1) Traffic Management Center	4LQ4V43	6/22/2026	\$ 2,133.78
Dell	PowerEdge R640 (ESXi host 2) Traffic Management Center	5LQ4V43	6/21/2026	\$ 2,133.78
Veeam	Civic Veeam VM protection VUL	2939636	12/30/2025	\$ 12,718.31
Veeam	OPD Veeam VM protection VUL	2942942	12/30/2025	\$ 12,718.31
Veeam	O365 Mailbox protection (900)	2939737	12/30/2025	\$ 17,532.90
VMware	VMWare Vsphere foundation - 1 year prepaid commit - per core (352)	31137599	4/14/2026	\$ 109,338.24
VMware		187805669	4/14/2026	
VMware		188334196	4/14/2026	
VMware		188334200	4/14/2026	
VMware		188227768	4/14/2026	
BlackBerry	Cylance Protect and Optics	N/A	3/20/2026	\$ 41,673.65
Wasabi	Reserved Capacity Storage Wasabi Premium Support 200TB - 1 year term	N/A	8/9/2026	\$ 8,708.90
Dell	AD Server (PowerEdge R440) - 1 Civic and 1 PD	GWR7F33	4/20/2026	\$ 1,171.36
Dell	AD Server (PowerEdge R440) - 1 Civic and 1 PD	GWR6F33	4/20/2026	\$ 1,171.36
				\$ 272,355.33



Agenda Item

Orange City Council

Item #: 3.14.

11/12/2025

File #: 25-0602

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Authorization of payment to Valverde Construction, Inc. for the repair of the existing water main, storm drain, and pavement restoration at the intersection of Santiago Boulevard and Meats Avenue.

2. SUMMARY

The existing 10-inch cast iron pipe main ruptured and caused considerable damage to the street and the storm drain. The break washed away underneath supporting soil and caused a sinkhole near the southwest corner of the intersection. Valverde Construction, Inc. was hired to repair the break and fix the roadway because of their swift response and expertise in this matter. The total cost for these repairs is \$283,843.93.

3. RECOMMENDED ACTION

1. Authorize the appropriation of \$118,000 from the Water (600) unreserved fund balance to:

600-5803-56102 Repair/Maint Services - Facility

2. Authorize the payment to Valverde Construction, Inc. for the repair of the existing water main, storm drain, and pavement restoration at the intersection of Santiago Boulevard and Meats Avenue.

4. FISCAL IMPACT

The expense for this payment is \$283,843.93 and will be funded through appropriation to Water (600) and from unspent salaries and benefits in Water (600):

600-5803-56102 Repair/Maint Services-Facility

Upon approval of this appropriation, the estimated Water (600) fund balance at June 30, 2026 will be \$9,507,893.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

On October 4, 2025, the Public Works Department Water Division staff detected that Reservoir 2A slowly and steadily drained unexpectedly. Upon further investigation, staff found an extensive break along the existing 10-inch water main at the intersection of Meats Avenue and Santiago Boulevard. The break was large enough to displace and damage a section of the nearby 30-inch storm drain. It also washed away supporting soil and caused a roughly 18 feet x 15 feet x 12 feet sinkhole near the southwest corner of the intersection.

Valverde Construction, Inc. was contacted because of their experience and quick response to similar emergency situations. Prior to this, Valverde Construction, Inc. successfully assisted the City with repairing water transmission and distribution main breaks at other locations in the City. Their workmanship and responsiveness have proven beneficial to the City. Valverde Construction, Inc. promptly repaired the break on a time and material basis under the supervision of City staff. Work was done around the clock under inspection. After completion, time and material tickets and invoices were submitted to the City for review. The total cost for these repairs is \$283,843.93.

The repairs to the water main, storm drain, and roadway restoration have been completed satisfactorily. Staff is requesting the authorization to make final payment to Valverde Construction, Inc. in the amount of \$283,843.93.

7. ATTACHMENTS

- Location Map



Agenda Item

Orange City Council

Item #: 3.14.

11/12/2025

File #: 25-0602

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Authorization of payment for the repair of the existing water main, storm drain, and pavement restoration at the intersection of Santiago Boulevard and Meats Avenue.

2. SUMMARY

The existing 10-inch cast iron pipe main ruptured and caused considerable damage to the street and the storm drain. The break washed away underneath supporting soil and caused a sinkhole near the southwest corner of the intersection. Valverde Construction, Inc. was hired to repair the break and fix the roadway because of their swift response and expertise in this matter. The total cost for these repairs is \$283,843.93.

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6. DISCUSSION AND BACKGROUND

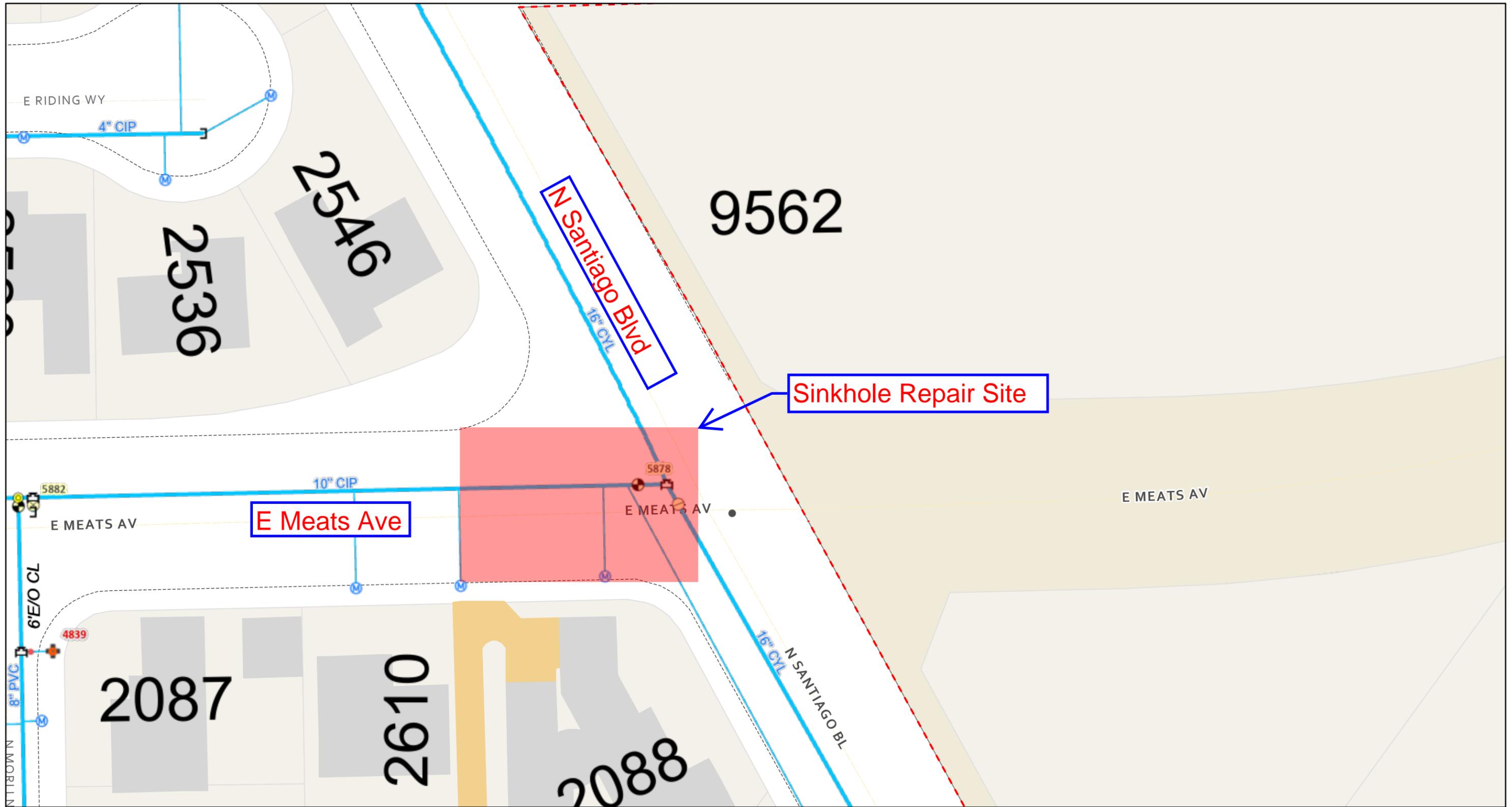
On October 4, 2025, the Public Works Department Water Division staff detected that Reservoir 2A slowly and steadily drained unexpectedly. Upon further investigation, staff found an extensive break along the existing 10-inch water main at the intersection of Meats Avenue and Santiago Boulevard. The break was large enough to displace and damage a section of the nearby 30-inch storm drain. It also washed away supporting soil and caused a roughly 18 feet x 15 feet x 12 feet sinkhole near the southwest corner of the intersection.

Valverde Construction, Inc. was contacted because of their experience and quick response to similar emergency situations. Prior to this, Valverde Construction, Inc. successfully assisted the City with repairing water transmission and distribution main breaks at other locations in the City. Their workmanship and responsiveness have proven beneficial to the City. Valverde Construction, Inc. promptly repaired the break on a time and material basis under the supervision of City staff. Work was done around the clock under inspection. After completion, time and material tickets and invoices were submitted to the City for review. The total cost for these repairs is \$283,843.93.

The repairs to the water main, storm drain, and roadway restoration have been completed satisfactorily. Staff is requesting the authorization to make final payment to Valverde Construction, Inc. in the amount of \$283,843.93.

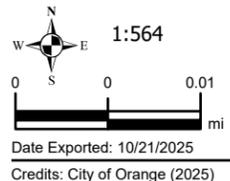
7. ATTACHMENTS

- Location Map



- | | | | |
|---------------------|------------|---------|---------------------------|
| Water Lateral Lines | Gate, True | Reducer | Water Hydrant Valves |
| Water Mains | Plug, True | Tap | City of Orange Hydrants |
| Gate, False | Cap | Tee | Water Service Connections |

NOTE: Recent data updates may not be reflected on this map at the time of printing, use at your discretion. No part of this map shall be reproduced for commercial purposes.





Agenda Item

Orange City Council

Item #: 3.15.

11/12/2025

File #: 25-0613

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Water rate pass-through notice for Calendar Year 2026.

2. SUMMARY

City staff calculated the pass-through charge for Calendar Year 2026 using the formula approved by the City Council in March 2023. The calculation resulted in an additional \$0.18 per billing unit adjustment from last year's rate to offset cost increases in water purchases necessary to supply water to the city.

3. RECOMMENDED ACTION

Receive and file.

4. FISCAL IMPACT

Additional pass-through revenues of \$1,828,074 will offset corresponding expenditures for import water and groundwater costs.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

On March 14, 2023, City Council approved Resolution No. 11437 amending and revising the Master Schedule of Fees and Charges for water rates. This Resolution approved a five-year rate structure and a pass-through formula. The pass-through charge is calculated every year and considers only increases in wholesale water costs that the City will incur. Any such adjustments will only be made to the extent such increases are not already reflected in the schedule of charges. A notice of at least 30 days will be mailed to customers before any adjustments take effect. The pass-through rate is calculated by assessing the difference in wholesale water purchase costs using the current year's wholesale rates and the baseline year's wholesale rates. The additional expense is then divided over the calendar year's projected usage. This passes through any increase in the City's water purchase costs.

Based on the results generated by the approved pass-through formula, a pass-through charge of \$0.18 per unit over last year's rate is required for Calendar Year 2026. The pass-through calculation considers two major elements contributing to the Water Supply cost: import water costs (Metropolitan

Water District of Southern California via the Municipal Water District of Orange County), and groundwater costs (Orange County Water District). The pass-through charge of \$0.18 per unit (one unit = 748 gallons), as well as the 4% rate adjustment approved by Council on March 14, 2023, will take effect on January 1, 2026.

The average water customer uses 35 units of water every two months (29,172 gallons). Based on the current water rates, the average customer has a bill of \$162.71 bi-monthly. With the 4% rate increase that was approved for January 2026 and the addition of the \$0.18 per unit pass-through charge, the average bill will increase to \$175.41 bi-monthly. For the average City of Orange household, this is a total bi-monthly increase of \$12.70.

The \$0.18 per unit adjustment represents approximately \$1,828,074 in revenue to the Water Fund. Ratepayers will receive notices with the pass-through information at least 30 days prior to implementation.

7. ATTACHMENTS

- Notice of Pass-through Increase



Agenda Item

Orange City Council

Item #: 3.15.

11/12/2025

File #: 25-0613

TO: Honorable Mayor and Members of the City Council

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5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

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The \$0.18 per unit adjustment represents approximately \$1,828,074 in revenue to the Water Fund. Ratepayers will receive notices with the pass-through information at least 30 days prior to implementation.

7. ATTACHMENTS

- Notice of Pass-through Increase



Notice of Pass Through Increase

Resolution No. 11437 authorized annual adjustments to the water service rates. The cost increases incurred by the City from the providers of wholesale water are to be passed through as modifications to the water rates. The amount of pass-through adjustment accounts for the difference in actual wholesale water purchase costs and projected wholesale water purchase costs. The pass-through adjustment applies only to the consumption charge on a customer's bill.

The pass-through adjustment incorporates cost increases from the following agencies:

- **The Municipal Water District of Orange County (MWDOC)**, our regional water wholesaler for imported water.
- **Orange County Water District (OCWD)**, our basin storage management and pumping of ground water.

As calculated, a pass-through adjustment of \$0.18 per billing unit (1 unit = 100 cubic feet = 748 gallons) will be added to the water consumption charge effective January 1, 2026. The new rate schedule is presented in the table on the reverse side of this notice. Please note that the new rate schedule includes a 4% increase that was adopted as part of the resolution.

If you have any question regarding this notice, please contact the City of Orange Water Billing Office at (714) 744-2233.

Water Consumption Charge (bi-monthly)

This charge is based on water usage. The metered water usage is billed in units of 100 cubic feet (1 unit = 100 cubic feet = 748 gallons) as applied to a tiered rate structure. For more information on water rates please visit our website at www.cityoforange.org.



Aviso de Aumento de las Tarifas de Agua

La Resolución de Consejo de la Ciudad N° 11437 autorizó ajustes anuales a las tarifas del servicio de agua. Los aumentos de costos incurridos por la Ciudad por parte de los proveedores de agua al por mayor se trasladarán como modificaciones a las tarifas del agua. El monto del ajuste de transferencia representa la diferencia entre los costos reales de compra de agua al por mayor y los costos proyectados de compra de agua al por mayor. El ajuste de transferencia se aplica solo al cargo por consumo en la factura de un cliente.

El ajuste de transferencia incorpora aumentos de costos de las siguientes agencias:

- **El Distrito Municipal de Agua del Condado de Orange (MWDOC)**, nuestro mayorista regional de agua importada.
- **Distrito de Agua del Condado de Orange (OCWD, por sus siglas en inglés)**, nuestra gestión de almacenamiento de cuencas y bombeo de agua subterránea.

Según lo calculado, se agregará un ajuste de transferencia de \$0.18 por unidad de facturación (1 unidad = 100 pies cúbicos = 748 galones) al cargo por consumo de agua a partir del 1 de Enero de 2026. El nuevo cuadro de tarifas se presenta en la siguiente tabla. Tenga en cuenta que el nuevo programa de tarifas incluye un aumento del 4% que se adoptó como parte de la resolución.

Si tiene alguna pregunta con respecto a este aviso, comuníquese con la Oficina de Facturación de Agua de la Ciudad de Orange al (714) 744-2233.

Cargo por Consumo de Agua (bimestral)

Este cargo se basa en el uso de agua. El uso de agua medido se factura en unidades de 100 pies cúbicos (1 unidad = 100 pies cúbicos = 748 galones) según se aplica a una estructura de tarifa escalonada. Para obtener más información sobre las tarifas del agua, visite nuestro sitio web en www.cityoforange.org.

Single Family Residential/ Residencial Unifamiliar

Water Usage Per Unit Consumo de agua por unidad	Effective 01/01/2026 through 12/31/2026 Vigente desde el 01/01/2026 hasta el 31/12/2026
0-23	\$3.85
24-42	\$3.99
>42	\$4.18

Multi-Family Residential/ Residencial Multifamiliar

Water Usage Per Unit Consumo de agua por unidad	Effective 01/01/2026 through 12/31/2026 Vigente desde el 01/01/2026 hasta el 31/12/2026
0-15	\$3.84
16-19	\$3.92
>19	\$3.99

Commercial/ Comercial

Water Usage Per Unit Consumo de agua por unidad	Effective 01/01/2026 through 12/31/2026 Vigente desde el 01/01/2026 hasta el 31/12/2026
Flat Rate/ Tarifa plana	\$3.99

Construction and Agriculture/ Construcción y Agricultura

Water Usage Per Unit Consumo de agua por unidad	Effective 01/01/2026 through 12/31/2026 Vigente desde el 01/01/2026 hasta el 31/12/2026
Flat Rate/ Tarifa plana	\$4.11

CITY OF ORANGE WATER DIVISION
 (714) 288-2475 • 24 Hour emergency (714) 538-1961
www.cityoforange.org

City of Orange Water Division
 189 South Water Street
 Orange, California 92866

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Agenda Item

Orange City Council

Item #: 3.16.

11/12/2025

File #: 25-0608

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Authorization for the Director of Public Works to sign and file a financial assistance application for a financing and grant agreement with the California State Water Resources Control Board for the City of Orange Well 29 per- and polyfluoroalkyl substances treatment system. Resolution No. 11643.

2. SUMMARY

In 2019, the Orange County Water District, who manages the groundwater basins of north and central Orange County, conducted a study to address treatment of per- and polyfluoroalkyl substances as required by the California State Water Resources Control Board, Division of Drinking Water. Continuous water quality sampling of City of Orange wells indicated elevated levels of per- and polyfluoroalkyl substances with concentrations exceeding the Division of Drinking Water's Response Levels at twelve wells which require treatment systems. The design and construction of these treatment systems is being fully funded by the Orange County Water District. To date, four treatment systems have been completed, and those wells have been put back into operation. Adoption of Resolution No. 11643 is necessary to support Orange County Water District's effort in applying for available grants for the construction of the treatment system at Well 29.

3. RECOMMENDED ACTION

Adopt Resolution No. 11643. A Resolution of the City Council of the City of Orange authorizing a representative to sign and file a financial assistance application for a financing and grant agreement with the State Water Resources Control Board for City of Orange Well 29.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Under the Bipartisan Infrastructure Law (BIL), \$5 billion has been set aside through the Drinking Water State Revolving Fund (DWSRF) Program administered by the State Water Resources Control Board (SWRCB) to reduce people's exposure to per- and polyfluoroalkyl substances (PFAS) and other emerging contaminants (EC). The SWRCB will provide one hundred percent as principal

forgiveness (i.e., a Federal grant) and up to \$5,000,000 for each qualified applicant. Eligible projects include the construction of a new treatment facility that addresses EC/PFAS such as the City of Orange Well 29 PFAS Treatment System Project. Orange County Water District (OCWD) is not considered a qualified applicant for the PFAS grant because OCWD does not own or operate any PFAS-contaminated wells in its service area. Therefore, OCWD is requesting assistance from the City of Orange to apply for the PFAS grant.

Per the PFAS Treatment Facilities and Program Agreement, OCWD has financed, in its entirety, the technical feasibility study, design, and construction of the City of Orange Well 29 PFAS Treatment System Project which is scheduled to be completed in 2028. The total project budget is approximately \$12,000,000, with construction costing \$7,600,000. Also, per the Agreement, the City of Orange is to support and assist OCWD in the pursuit of any PFAS grants that may be used to fund the project construction. Receiving this grant would minimize future replenishment assessment (i.e., groundwater fees) increases from OCWD, fees which are passed through to the customer in the City of Orange's water rates.

If the PFAS grant funding agreement were executed, the City would be the recipient of grant funds as the owner and the operator of the PFAS water treatment systems. OCWD would submit invoice(s) to the City of Orange totaling to the grant amount. The City of Orange would need to pay OCWD as "proof of payment" before seeking and receiving grant reimbursement from the SWRCB. The City of Orange would serve as a "pass-through" agency between SWRCB and OCWD, and the net financial impact to the City of Orange would be zero.

The City's adoption of an Authorization Resolution is a requirement of the PFAS grant application and is needed to execute a grant funding agreement with the SWRCB.

7. ATTACHMENTS

- Resolution No. 11643



Agenda Item

Orange City Council

Item #: 3.16.

11/12/2025

File #: 25-0608

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Authorization for the Director of Public Works to sign and file a financial assistance application for a financing agreement with the California State Water Resources Control Board for the City of Orange Well 29 per- and polyfluoroalkyl substances Treatment System. Resolution No. 11643.

2. SUMMARY

In 2019, the Orange County Water District, who manages the groundwater basins of north and central Orange County, conducted a study to address treatment of per- and polyfluoroalkyl substances as required by the California State Water Resources Control Board, Division of Drinking Water. Continuous water quality sampling of City of Orange wells indicated elevated levels of per- and polyfluoroalkyl substances with concentrations exceeding the Division of Drinking Water's Response Levels at twelve wells which require treatment systems. The design and construction of these treatment systems is being fully funded by the Orange County Water District. To date, four treatment systems have been completed, and those wells have been put back into operation. Adoption of Resolution No. 11643 is necessary to support Orange County Water District's effort in applying for available grants for the construction of the treatment system at Well 29.

3. RECOMMENDED ACTION

Adopt Resolution No. 11643. A Resolution of the City Council of the City of Orange authorizing a representative to sign and file a financial assistance application for a financing and grant agreement with the State Water Resources Control Board for City of Orange Well 29.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Under the Bipartisan Infrastructure Law (BIL), \$5 billion has been set aside through the Drinking Water State Revolving Fund (DWSRF) Program administered by the State Water Resources Control Board (SWRCB) to reduce people's exposure to per- and polyfluoroalkyl substances (PFAS) and other emerging contaminants (EC). The SWRCB will provide one hundred percent as principal

forgiveness (i.e., a Federal grant) and up to \$5,000,000 for each qualified applicant. Eligible projects include the construction of a new treatment facility that addresses EC/PFAS such as the City of Orange Well 29 PFAS Treatment System Project. Orange County Water District (OCWD) is not considered a qualified applicant for the PFAS grant because OCWD does not own or operate any PFAS-contaminated wells in its service area. Therefore, OCWD is requesting assistance from the City of Orange to apply for the PFAS grant.

Per the PFAS Treatment Facilities and Program Agreement, OCWD has financed, in its entirety, the technical feasibility study, design, and construction of the City of Orange Well 29 PFAS Treatment System Project which is scheduled to be completed in 2028. The total project budget is approximately \$12,000,000, with construction costing \$7,600,000. Also, per the Agreement, the City of Orange is to support and assist OCWD in the pursuit of any PFAS grants that may be used to fund the project construction. Receiving this grant would minimize future replenishment assessment (i.e., groundwater fees) increases from OCWD, fees which are passed through to the customer in the City of Orange's water rates.

If the PFAS grant funding agreement were executed, the City would be the recipient of grant funds as the owner and the operator of the PFAS water treatment systems. OCWD would submit invoice(s) to the City of Orange totaling to the grant amount. The City of Orange would need to pay OCWD as "proof of payment" before seeking and receiving grant reimbursement from the SWRCB. The City of Orange would serve as a "pass-through" agency between SWRCB and OCWD, and the net financial impact to the City of Orange would be zero.

The City's adoption of an Authorization Resolution is a requirement of the PFAS grant application and is needed to execute a grant funding agreement with the SWRCB.

7. ATTACHMENTS

- Resolution No. 11643

RESOLUTION NO. 11643

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ORANGE AUTHORIZING A
REPRESENTATIVE TO SIGN AND FILE A
FINANCIAL ASSISTANCE APPLICATION FOR
A FINANCING AND GRANT AGREEMENT
WITH THE STATE WATER RESOURCES
CONTROL BOARD FOR CITY OF ORANGE
WELL 29**

WHEREAS, the City of Orange (the “City”) is a municipal corporation which exercises governmental functions and powers and is organized and existing under the laws of the State of California; and

WHEREAS, the Orange County Water District (OCWD), who manages the groundwater basins of north and central Orange County, conducted a study to address treatment of per- and polyfluoroalkyl substances (PFAS) as required by the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW); and

WHEREAS, water quality sampling of City wells indicated elevated levels of PFAS species with concentrations exceeding the DDW’s Response Levels for PFAS at seven wells and exceeding the Federal Maximum Contaminant Level at four wells which require treatment for PFAS removal. To date, four PFAS treatment systems have been completed, and the wells have been put back into operation; and

WHEREAS, the design and construction of PFAS treatment system facilities is being fully funded by the OCWD who is not considered as a qualified applicant for the PFAS grant as it does not own and operate any PFAS-contaminated wells in its service area. Therefore, OCWD is requesting assistance from the City to apply for a PFAS grant; and

WHEREAS, adoption of Resolution Number 11643 is necessary to support OCWD’s effort in applying for available grants for the construction of a PFAS treatment plant at City Well 29.

WHEREAS, the City would be the recipient of any awarded grant funds and act in its capacity as a pass-through agency between the State Water Resources Control Board and the Orange County Water District for grant funds awarded to the City to offset costs associated with the design and construction of the City of Orange Well 29 PFAS Treatment Systems.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Orange resolves, finds and determines, on the basis of the facts set forth in the agenda report presented to it, as follows:

1. The Director of Public Works (the “Authorized Representative”) or designee, is hereby authorized and directed to sign and file, for and on behalf of the City, a Financial

Assistance Application for a financing and grant agreement with the State Water Resources Control Board for the planning, design, and construction of the City of Orange Well 29 PFAS Treatment Plant.

2. The Authorized Representative, or designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including but not limited to executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
3. The Authorized Representative, or designee, is designated to represent the City in carrying out the City's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

ADOPTED this 12th day of November 2025

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 12th day of November 2025 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

ORDINANCE NO. 16-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 15 OF THE ORANGE MUNICIPAL CODE ADOPTING AND AMENDING THE 2025 EDITIONS OF THE CALIFORNIA BUILDING STANDARDS CODES AND RELATED MODEL CODES, WITH APPENDICES, RELATING TO THE BUILDING CODES

WHEREAS, the State of California adopted new Building Codes in January of 2025; and

WHEREAS, these codes are commonly known as the California Building Standards Codes, and published in Title 24 of the California Code of Regulations; and

WHEREAS, the California Health and Safety Code requires local governments to adopt the most recent editions of the model codes related to construction; and

WHEREAS, State law provides that the model codes may be amended by local governments with respect to local conditions, so long as those changes are not less stringent than the State's minimum requirements; and

WHEREAS, by separate Resolution, the City Council of the City of Orange has made an express finding that changes or modifications are reasonably necessary because of local climatic, geographic or topographic conditions; and

WHEREAS, local governments must update their building codes by adopting and amending the State Codes to become effective by January 1, 2026.

NOW, THEREFORE, the City Council of the City of Orange does ordain as follows:

SECTION I:

Section 15.04.010 of the Orange Municipal Code, “Buildings and Construction – California Building Code – California Construction Codes Adopted by Reference,” is hereby amended to read as follows:

15.04.010 California Construction Codes Adopted by Reference.

For the purpose of prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures, the following construction codes subject to the Orange Municipal Code and modifications set forth in this chapter, including errata and supplements hereafter, are hereby adopted: the California Building Code, 2025 Edition, based on the 2024 International Building Code as published by the International Code Council, including Chapter 1, Division II and

Appendices C, F- J, P, and Q; the California Residential Code, 2025 Edition, based on the 2024 International Residential Code, including Appendices BB, BF, CI, and CJ; the California Green Building Standards Code, including Appendices A4, A5, A5.1, A5.2, A5.3, A5.4, A5.5, and A5.6, 2025 Edition; the California Plumbing Code, 2025 Edition, based on the 2024 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, including Appendices A, B, D, H, I, J, and R; the California Mechanical Code, 2025 Edition, based on the 2024 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, including Appendices B and C; the California Electrical Code, 2025 Edition, based on the 2023 National Electrical Code as published by the National Fire Protection Association, including Annexes A-D; the International Property Maintenance Code, 2024 Edition, as published by the International Code Council; the Uniform Code For The Abatement of Dangerous Buildings, 1997 Edition, as published by the International Code Council.

The provisions of these Construction Codes as amended by this chapter shall constitute the Building Regulations of the City of Orange. Where the California Code of Regulations and State Building Standards Code of Regulations differ from any sections of the Construction Codes, state regulations shall prevail over the Construction Codes.

One copy of all the above codes and standards therefor are on file in the office of the Building Official pursuant to Health and Safety Code Section 18942(e)(1) and are made available for public inspection.

Notwithstanding the provisions of the above-referenced construction codes, all fees for services provided pursuant to the construction codes shall not take effect until a resolution for such fees is adopted by the City Council pursuant to California Government Code Section 66016.

SECTION II:

Section 15.04.015 of the Orange Municipal Code, “Buildings and Construction – California Building Code – Amendments to the 2022 California Building Code”, is hereby amended to read as follows, with remaining sections unchanged:

15.04.015 Amendments to the 2025 California Building Code.

103.1 Creation of Enforcement Agency. The Building and Safety Services Division is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of the code.

Section 3109.2 is revised to read as follows, with all definitions remaining unchanged:

3109.2 Construction permit; safety features required. New or remodel pools or spas, at a private single-family home, shall have an enclosure complying with the amended California Residential Code Appendix CI. Pool barriers which are already in the Code are scoped so as to apply on all private swimming pools.

SECTION III:

Section 15.04.060 of the Orange Municipal Code, “Buildings and Construction – California Building Code – California Building Code (CBC) Appendix,” is hereby amended to read as follows:

15.04.060 California Building Code (CBC) Appendix.

The City Council adopts by reference the following Appendices of the CBC Appendix, 2025 Edition and said Appendices are adopted in total as the law of the City except as provided for this chapter.

Appendix C (Group U- Agricultural Buildings), Appendix F (Rodent Proofing), Appendix G (Flood-Resistant Construction), Appendix H (Signs), Appendix I (Patio Covers), Appendix J (Grading), Appendix P (Sleeping Lofts), and Appendix Q (Emergency Housing)

SECTION IV:

Section 15.05.010 of the Orange Municipal Code, “Buildings and Construction – California Residential Code – California Residential Code Adopted by Reference,” is hereby amended to read as follows:

15.05.010 California Residential Code Adopted by Reference.

For the purpose of prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of residential buildings and structures, the following construction code subject to the modifications set forth in this chapter, is hereby adopted: the California Residential Code, including Appendix BB (Tiny Houses), BF (Patio Covers), Appendix CI (Swimming Pool Safety Act), and Appendix CJ (Emergency Housing), 2025 Edition, based on the 2024 International Residential Code as published by the International Code Council, including Division II in Chapter 1.

SECTION V:

The title of Section 15.05.015 of the Orange Municipal Code, “Buildings and Construction – California Residential Code – Amendments to the 2022 California Residential Code,” is hereby amended to read as follows, with the remaining sections unchanged:

15.05.015 Amendments to the 2025 California Residential Code.

SECTION VI:

Section 15.05.015 of the Orange Municipal Code, “Buildings and Construction – California Residential Code – Amendments to the 2022 California Residential Code,” Appendix AX is hereby amended to read as follows:

Appendix CI, Section CI100 is revised to read as follows:

- (a) Except as provided in Section CI100, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with item #1 below AND at least one additional following seven drowning prevention features:

#1. An enclosure that meets the requirements of CI100 and isolates the swimming pool and spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in CI100. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

SECTION VII:

Section 15.12.010 of the Orange Municipal Code, “Buildings and Construction – California Mechanical Code – California Mechanical Code Adopted by Reference,” is hereby amended to read as follows:

15.12.010 California Mechanical Code Adopted by Reference.

For the purpose of prescribing regulations for mechanical equipment design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat producing appliances within the city the following construction code subject to the modifications set forth in this chapter, is hereby adopted: the California Plumbing Code, 2025 Edition, based on the 2024 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials.

SECTION VIII:

Section 15.16.010 of the Orange Municipal Code, “Buildings and Construction – California Plumbing Code – California Plumbing Code Adopted by Reference,” is hereby amended to read as follows:

15.16.010 California Plumbing Code Adopted by Reference.

For the purpose of prescribing regulations for plumbing equipment construction, alteration, repair, improving, conversion and demolition, the following construction code, subject to the modifications set forth in this chapter, is hereby adopted: the California Plumbing Code, 2025 Edition, based on the 2024 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials.

SECTION IX:

Section 15.17.010 of the Orange Municipal Code, “Buildings and Construction – California Green Building Code – California Green Building Standards Code Adopted by Reference,” is hereby amended to read as follows:

15.17.010 California Green Building Standards Code Adopted by Reference.

For the purpose of prescribing regulations for green building erecting, construction, alteration, repair, improving, conversion and demolition, the following construction code subject to the modifications set forth in this chapter, is hereby adopted: the California Green Building Standards Code (CALGREEN), 2025 Edition, as published by the California Building Standards Commission.

SECTION X:

The title of Section 15.17.015 of the Orange Municipal Code, “Buildings and Construction – California Green Building Code – Amendments to the 2022 California Green Building Standards Code,” is hereby amended to read as follows:

15.17.015 Amendments to the 2025 California Green Building Standards Code.

SECTION XI:

Section 15.24.010 of the Orange Municipal Code, “Buildings and Construction – California Electrical Code – California Electric Code Adopted by Reference,” is hereby amended to read as follows, with the remaining sections unchanged:

15.24.010 California Electrical Code Adopted by Reference.

For the purpose of prescribing regulations for electrical equipment construction, alteration, repair, improving, conversion and demolition, the following construction code, subject to the modifications set forth in this chapter, is hereby adopted: the California Electrical Code, 2025 Edition, based on the 2023 National Electrical Code as published by the National Fire Protection Association.

SECTION XII:

Section 15.52.010 of the Orange Municipal Code, “Building Security Standards – Scope,” is hereby amended to include Section 15.52.010(E) as follows:

- E. The provisions of Chapter 15.52 shall apply to all activities for which a building permit is required, without limitation as to occupancy classification. Accordingly, the enforcing agency expressly reserves the authority to impose and enforce the residential building security requirements set forth in Section 15.52.080 upon commercial projects and to impose and enforce the non-residential building security requirements set forth in Section

15.52.090 upon residential projects. Such enforcement is necessary and proper to ensure uniform application of building security standards, to promote public safety, and to effectuate the intent of this Chapter.

SECTION XIII:

Section 15.53.010 of the Orange Municipal Code, “Buildings and Construction – California Existing Building Code – California Existing Building Code Adopted by Reference.” is hereby amended to read as follows:

15.53.010 California Existing Building Code Adopted by Reference.

For the purpose of prescribing regulations for existing building seismic strengthening, the following construction code, subject to the modifications set forth in this Chapter, is hereby adopted: the California Existing Building Code, 2025 Edition, based on the 2024 International Existing Building Code.

SECTION XIV:

Section 15.54.010 of the Orange Municipal Code, “Buildings and Construction – California Energy Code – California Energy Code Adopted by Reference,” is hereby amended to read as follows:

15.54.010 California Energy Code Adopted by Reference.

For the purpose of prescribing regulations for building energy compliance, the following construction code, subject to the modifications set forth in this Chapter, is hereby adopted: the California Energy Code, 2025 Edition, as published by the California Energy Commission.

SECTION XV:

Section 15.55.010 of the Orange Municipal Code, “Buildings and Construction – International Property Maintenance Code – International Property Maintenance Code Adopted by Reference,” is hereby amended to read as follows, with the remaining sections unchanged:

15.55.010 International Property Maintenance Code Adopted by Reference.

For the purpose of prescribing regulations for building maintenance the following construction code subject to the modifications set forth in this chapter, is hereby adopted: the International Property Maintenance Code, 2024 Edition, as published by the International Code Council.

SECTION XVI:

Section 15.57.010 of the Orange Municipal Code, “Buildings and Construction – California Historic Building Code – California Historic Building Code Adopted by Reference,” is revised to read as follows:

15.57.010 California Historic Building Code Adopted by Reference.

For the purpose of prescribing regulations for historic building regulations, the following construction code is hereby adopted: the California Historic Building Code, 2025 Edition, as published by the California Building Standards Commission.

SECTION XVII:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION XVIII:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____, 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the 14th day of October, 2025, and thereafter at the regular meeting of said City Council duly held on the ___ day of _____, 2025, was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

Orange City Council

Item #: 8.2.

11/12/2025

File #: 25-0586

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

1. SUBJECT

Public Hearing to consider Second Reading and adoption of an Ordinance of the City Council of the City of Orange adopting the 2025 California Wildland-Urban Interface Code and the 2025 California Fire Code, adding Chapter 15.31 and amending Chapter 15.32 of the Orange Municipal Code. Ordinance No. 17-25.

2. SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on October 14, 2025.

The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:

AYES:	Bilodeau, Barrios, Tavoularis, Gutierrez, Gyllenhammer, Slater
NOES:	None
ABSENT:	Dumitru

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.
2. Adopt Ordinance No. 17-25. An Ordinance of the City Council of the City of Orange adding and amending Chapter 15.31, City of Orange Wildland-Urban Interface Code, and deleting Chapter 15.32, City of Orange Fire Code, in its entirety and adding Chapter 15.32, adopting and amending the 2025 California Codes and portions of the 2024 International Codes as the City of Orange Wildland-Urban Interface Code and the City of Orange Fire Code, to Title 15 (Buildings and Construction) of the Orange Municipal Code.

4. ATTACHMENTS

- Ordinance No. 17-25



Agenda Item

Orange City Council

Item #: 8.2.

11/12/2025

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TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

1. SUBJECT

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NOES:	None
ABSENT:	Dumitru

3. RECOMMENDED ACTION

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2. Adopt Ordinance No. 17-25. An Ordinance of the City Council of the City of Orange adding and amending Chapter 15.31, City of Orange Wildland-Urban Interface Code, and deleting Chapter 15.32, City of Orange Fire Code, in its entirety and adding Chapter 15.32, adopting and amending the 2025 California Codes and portions of the 2024 International Codes as the City of Orange Wildland-Urban Interface Code and the City of Orange Fire Code, to Title 15 (Buildings and Construction) of the Orange Municipal Code.

4. ATTACHMENTS

- Ordinance No. 17-25

ORDINANCE 17-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE ADDING AND AMENDING CHAPTER 15.31, CITY OF ORANGE WILDLAND-URBAN INTERFACE CODE, AND DELETING CHAPTER 15.32, CITY OF ORANGE FIRE CODE, IN ITS ENTIRETY AND ADDING CHAPTER 15.32, ADOPTING AND AMENDING THE 2025 CALIFORNIA CODES AND PORTIONS OF THE 2024 INTERNATIONAL CODES AS THE CITY OF ORANGE WILDLAND-URBAN INTERFACE CODE AND THE CITY OF ORANGE FIRE CODE, TO TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE ORANGE MUNICIPAL CODE.

WHEREAS, the City of Orange Fire Department is responsible for enforcing the fire and safety regulations of the State Fire Marshal; and

WHEREAS, the State Fire Marshal’s building standards regulations are incorporated in the 2025 California Wildland-Urban Interface Code and 2025 California Fire Code; and

WHEREAS, the City is subject to the California Wildland-Urban Interface Code and Fire Code, as written, effective January 1, 2026 unless the City adopts amendments to said Codes, with the appropriate findings supporting such amendments; and

WHEREAS, cities are allowed to make amendments to State building standards when justified by local topographical, climactic and geographical conditions; and

WHEREAS, contemporaneously herewith the City Council has made appropriate findings that justify amendments to the California Wildland-Urban Interface Code and Fire Code based on local topographical, climactic and geographical conditions in Resolution No. 11638; and

NOW, THEREFORE, the City Council of the City of Orange does ordain as follows:

SECTION I:

Chapter 15.31, City of Orange Wildland-Urban Interface Code, is added in its entirety, adopting the 2025 California Wildland-Urban Interface Code, as copyrighted in 2025 by the International Code Council and the California Building Standards Commission, is hereby added to read as follows:

Chapter 15.31 CITY OF ORANGE WILDLAND-URBAN INTERFACE CODE

15.31.010 Adoption by Reference.

The City Council adopts by reference the California Wildland-Urban Interface Code, 2025 Edition, as copyrighted by the International Code Council and California Building Standards Commission,

as hereinafter amended, modified or altered. Such Codes are adopted by reference, for the purpose of safeguarding the public from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises. One copy of the code has been and is now on file in the office of the City Clerk, and the code is adopted by reference as if incorporated and set out at length in this chapter. The provisions therein shall be controlling within the limits of the City of Orange and shall be designated, known and referred to as the Orange City Wildland-Urban Interface Code.

15.31.020 Amendments to the California Wildland-Urban Interface Code.

The following sections of the California Wildland-Urban Interface Code, 2025 Edition are amended, modified or altered as follows:

101.1 Title. These regulations shall be known as the Orange City Wildland-Urban Interface Code, hereinafter referred to as “this code.”

101.3.1 Application. New buildings in any Fire Hazard Severity Zone or Wildland-Urban Interface (WUI) Fire Area designated by the enforcing agency constructed after the application date shall comply with the provisions of this code and comply with Orange City Fire Department Guideline “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.” This shall include all new buildings with residential, commercial, educational, institutional or similar occupancy type use, which shall be referred to in this code as “applicable buildings,” as well as new buildings and structures accessory to those applicable buildings.

Exceptions:

1. Group U occupancy accessory buildings of any size located at least 50 feet from an applicable building on the same lot.
2. Group U occupancy agricultural buildings, as defined in Section 202 of the California Building Code of any size located at least 50 feet from an applicable building.
3. Group C occupancy special buildings conforming to the limitations specified in Section 450.4.1 of the Californian Building Code.
4. New accessory buildings and miscellaneous structures specified in Section 504.11 shall comply only with the requirements of that section.
5. Additions to and remodels of buildings originally constructed prior to July 1, 2008, where the exterior building elements of the structure are not affected.

103.1 Creation of agency. The Orange City Fire Department is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration of the provisions of this code.

103.2 Appointment. The fire code official shall be appointed by the fire chief and may be removed at any time.

106.5 Fire protection plan. Where required by the code official pursuant to Section 602, a fire protection plan complying with Orange City Fire Department Guideline “Vegetation Management

Guideline – Technical Design for new Construction Fuel Modification Plans and Maintenance Program” shall be prepared and shall be submitted to the code official for review and approval as part of the plans required for a permit.

109.3.7 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be prosecuted in accordance with Chapter 1.08 of the Orange Municipal Code. Each day that a violation continues shall be deemed a separate offense.

401.1 Scope. Wildland-urban interface areas shall be provided with emergency vehicle access and water supply in accordance with this chapter, the City of Orange Fire Code and Orange City Fire Department Guideline “Fire Master Plan for Commercial & Residential Development.”

603.2 Application. All new plantings of vegetation in State Responsibility Areas (SRA) and Local Responsibility Areas (LRA) designated as a Fire Hazard Severity Zone shall comply with Sections 603.3 through 603.4.2.1, and Orange City Fire Department Guideline “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

603.5 Fuel Modification Requirements for New Construction. All new buildings to be built or installed in a Very High Fire Hazard Severity Zone shall comply with the following:

1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official prior to or concurrently with the approval of any tentative map.
2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of Orange City Fire Department Guideline “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”
4. The fuel modification plan shall include provisions for the maintenance of the fuel modification in perpetuity.
5. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.
6. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

604.3 Requirements. Hazardous vegetation and fuels around all applicable buildings and structure shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.

2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299.03.
3. California Government Code, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
5. Orange City Fire Department Guideline “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

SECTION II:

Chapter 15.32, City of Orange Fire Code, is deleted in its entirety and is hereby replaced with Chapter 15.32, adopting the 2025 California Fire Code including appendices B, BB, C, CC, and H as copyrighted in 2025 by the International Code Council and the California Building Standards Commission, to read as amended below:

Chapter 15.32 CITY OF ORANGE FIRE CODE

15.32.010 Adoption by Reference.

The City Council adopts by reference the California Fire Code, 2025 Edition, including appendices B, BB, C, CC, and H as copyrighted by the International Code Council and California Building Standards Commission, as hereinafter amended, modified or altered. Such Codes are adopted by reference, for the purpose of safeguarding the public from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises. One copy of the code has been and is now on file in the office of the City Clerk, and the code is adopted by reference as if incorporated and set out at length in this chapter. The provisions therein shall be controlling within the limits of the City of Orange and shall be designated, known and referred to as the Orange City Fire Code.

15.32.020 Amendments to the 2025 California Fire Code.

The following sections of the California Fire Code, 2025 Edition are amended, modified or altered as follows:

101.1 Title. These regulations shall be known as the Orange City Fire Code, hereinafter referred to as “this code.”

103.1 Creation of agency. [Amended] The Orange City Fire Department is hereby created and the official in charge of the Fire Prevention Bureau thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

103.2 Appointment. [Amended] The fire code official shall be appointed by the fire chief and may be removed at any time.

105.1.1 Permits required. [Amended] A property owner or owner's authorized agent who intends to conduct an operation or business, or install or modify systems and equipment that are regulated by this code, or to cause any such work to be performed, shall first make application to the fire code official and obtain the required permit. The permit shall be required to conduct an operation or business, or install or modify systems and equipment which is regulated by this code, or to cause any such work to be done.

105.5.18 Flammable and combustible liquids. [Adopt all subsections including amended sections] An operational permit is required:

10. To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental, or manufacturing establishments in accordance with Section 5706.5.4.
11. To utilize a site for the dispensing of liquid fuels from tank vehicles into the fuel tanks of motor vehicles, marine craft, and other special equipment at commercial, industrial, governmental, or manufacturing establishments in accordance with Section 5706.5.4.

105.5.33 Miscellaneous combustible storage. [Amended] An operational permit is required to store in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, combustible pallets, rubber tires, rubber, cork, green waste, composting, yard waste, or similar combustible material.

105.5.42 Plant extraction systems. [Deleted]

105.5.58 Mobile fueling of hydrogen-fueled vehicles. [Deleted]

105.5.60 Day-care. [Added] An operational permit is required to operate a day-care center.

105.5.61 Mid-rise buildings. [Added] An operational permit is required to operate a mid-rise building.

105.5.62 High-rise buildings. [Added] An operational permit is required to operate a high-rise building.

105.5.63 Safe and sane fireworks sales. [Added] An operational permit is required to operate a temporary fireworks stand in accordance with Orange Municipal Code, Chapter 8.13.

105.6.18 Plant extraction systems. [Deleted]

106.2.1 Information on construction documents. [Amended] Construction documents shall be drawn to scale in digital format. Plans shall be submitted through the Civic Portal in accordance with the City of Orange Building Division Plan Submittal Guidelines. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the fire code official.

113.2.1 Fire and life safety hazards. [Added] Persons operating, maintaining or controlling any building, occupancy, facility, premises or vehicle subject to this code shall neither create, nor allow to exist, any condition deemed a fire or life safety hazard by the fire code official.

113.4 Violation penalties. [Amended] Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be prosecuted in accordance with Chapter 1.08 of the Orange Municipal Code. Each day that a violation continues shall be deemed a separate offense.

203 General Definitions [Amended]

FLOW-LINE. [Added] The lowest continuous elevation on a curb defined by the path traced by a particle in a moving body of water at the bottom of the rolled curb.

HAZARDOUS FIRE AREA. [Added] Includes all areas identified within the California Wildland-Urban Interface Code and other areas as determined by the Fire Code Official as presenting a fire hazard due to the presence of combustible vegetation, or the proximity of the property to an area that contains combustible vegetation.

MID-RISE BUILDING. [Added] Every building of any type of construction or occupancy, when originally constructed with high-rise conditions under local ordinance at the time of construction, having floors used for human occupancy located between 55 feet and 75 feet above the lowest floor level having building access.

SPARK ARRESTOR. [Added] A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Removing and retaining carbon and other flammable particles/debris from fireplaces that burn solid fuel in accordance with California Building Code Chapters 21 or 28.

304.1.3 Vegetation. [Amended] Weeds, grass, vines and other growth that is capable of being ignited and endangering property, within the scope of Orange City Fire Department Guidelines, shall be cut, thinned, or removed by the owner or occupant of the premises. Vegetation clearance requirements in wildland-urban interface areas shall be in accordance with the Orange City Wildland-Urban Interface Code. Types, amounts, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous fire area shall be in accordance with the Orange City Fire Department Guideline entitled “Vegetation Management Guideline - Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program”.

307.1 General. [Amended] A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless constructed and approved in accordance with Sections 307.1.1 through 307.6.2.1.

307.1.2 Fuel modification areas. [Added] Outdoor fires using wood or other solid fuel shall not be built, ignited or maintained in a fuel modification area.

307.2.2 Hazardous conditions. [Added] Outdoor fires are not allowed when predicted sustained winds exceed 8 MPH during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.

Exception: Gas-fueled devices operated in accordance with 307.6.1.

307.4.4 Disposal of rubbish. [Added] Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

307.5.1 Supervision. [Added] Where a permit is issued, such open burning or fire shall be supervised by a person 18 years of age or older.

307.6 Outdoor fireplaces, fire pits, fire rings, or similar devices used at premises containing Group R Occupancies. [Added] Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at premises containing Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking shall comply with Chapter 41.

307.6.1 Gas-fueled devices. [Added] Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the City of Orange Building Division and the device is designed to only burn a gas flame and not wood or other solid fuel. At premises containing Group R division 3 occupancies, combustible construction shall not be located within 3 feet of an atmospheric column that extends vertically from the perimeter of the device. At premises containing other than Group R division 3 occupancies, the minimum distance shall be 10 feet. Where a permanent hood and vent is installed and approved by the City of Orange Building Department, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have an approved spark arrestor meeting the requirements of Section 2113.9.2 of the California Building Code.

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. [Added] Fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code. Fires in a fireplace shall be contained within a firebox with an attached chimney equipped with a spark arrestor. The spark arrestor shall meet the requirements of Section 2113.9.2 of the California Building Code. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace. Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

307.6.2.1 Where prohibited. [Added] The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and Wildland-Urban Interface Areas (WUI) or in locations where conditions could cause the spread of fire to the WRA or WUI unless determined by the fire code official that the location or design of the device should reasonably prevent the start of a wildfire.

308.1.6.1 Model rockets or similar devices. [Added] A person shall not release or cause to be released a model rocket or similar device, fueled by flammable or combustible liquids or gases, or fueled by solid explosive propellant means.

324 Fuel modification requirements for new construction. [Added] All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of the Orange City Fire Department Guideline, “Vegetation Management Guideline - Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

325 Clearance of brush or vegetation growth from roadways. [Added] The fire code official is authorized to cause areas within 10 feet on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire in the opinion of the fire code official.

326 Vegetation management alternate materials and methods. [Added] The fire code official is authorized to require and approve alternate materials and methods to comply with the vegetation management requirements if the fire code official determines that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Acceptance of alternate materials and methods will be made on a case-by-case basis, and shall not set precedent.

327 Use of equipment. [Added] Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrestor as defined in Section 202 and maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the California Vehicle Code.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

327.1 Spark arrestors. [Added] Spark arrestors shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 324 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

328 Development on or near land containing or emitting toxic, combustible or flammable liquids, gases or vapors. [Added] The fire code official may require the submittal for approval of geological studies, evaluations, reports, remedial recommendations and/or similar documentation from a state-licensed and department-approved individual or firm, on any parcel of land to be developed which has, or is adjacent to, or within 1,000 feet of a parcel of land that has an active, inactive, or abandoned oil or gas well operation, petroleum or chemical refining facility, petroleum or chemical storage, or may contain or give off toxic, combustible or flammable liquids, gases or vapors.

329 Restricted entry. [Added] The fire code official shall determine and publicly announce when hazardous fire areas are closed to entry and when such areas are again opened to entry. Entry on and occupation of hazardous fire areas, except public roadways, inhabited areas or established trails and camp sites which have not been closed during such time when the hazardous fire area is closed to entry, is prohibited.

Exceptions:

1. Residents and owners of private property within hazardous fire areas and their invitees and guests going to or being upon their lands may enter when an area is closed if given permission by the fire code official.
2. Entry into closed areas is allowed, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department and members of the United States Forest Service.

501.1 Scope. [Amended] Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, the Orange City Fire Department Guideline “Fire Master Plan for Commercial & Residential Development.”

503.2.1 Dimensions. [Amended] Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Street widths are to be measured from the top face of curb to top face of curb, on streets with curb and gutter, and from flow-line to flow-line on streets with rolled curbs.

503.2.1.1 Hazardous fire areas. [Added] Fire apparatus roads in hazardous fire areas shall have an unobstructed width of not less than 28 feet. The width shall be maintained to an approved point outside of the Hazardous Fire Area.

Exception: When the road serves no more than three dwelling units and the road does not exceed 150 feet in length, the road width may be reduced 24 feet. This length may be increased to 400 feet where serving no more than three dwelling units and all structures accessed from the roadway are protected by automatic fire sprinklers.

503.2.1.2 Divided fire access roads. [Added] Divided fire access roads shall be subject to review and approval by the fire code official. Each lane shall be a minimum width of 14 feet. Lengths and locations of specific divided sections shall be approved by the fire code official.

503.2.5 Dead ends. [Amended] Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus, and shall not exceed 600 feet in length.

503.4 Obstructions of fire apparatus access roads. [Amended] Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established per this Chapter shall be maintained at all times.

503.6 Security gates. [Amended] The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be equipped with an automatic opening device, listed in accordance with UL 325, in addition to a key opening switch. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F 2200. Vehicle access gates or barriers shall be in accordance with the Orange City Fire Master Plan Guidelines.

503.6.1 Electric gate operator signage. [Added] Where electric gate operators are provided with an automatic opening device, signage shall be placed at ingress and egress side of gate. The sign shall consist of letters having a principal stroke of not less than ½ inch wide and not less than 4 inches high on contrasting, reflective background.

505.1 Address Identification. [Amended] New and existing buildings shall be provided with approved address identification. The identification shall be legible and placed in a position that is

visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall not be less than 4 inches high with a minimum stroke width of ½ inch for R-3 occupancies. For all other occupancies, the identification shall be a minimum of 8 inches high with a minimum stroke width of 1 inch, and shall be approved by the fire code official. Address numbers shall be illuminated during the hours of darkness. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

505.1.1 Building complexes. [Added] Approved diagrammatic representations shall be positioned at all entrances to building complexes. The diagrammatic representations shall show the overall site, location of the viewer, buildings and units and the addresses or unit designations within the complex, and shall be internally or externally illuminated as approved during the hours of darkness.

510.1 Emergency responder communications enhancement systems in new buildings. [Amended] Approved in-building emergency responder communications enhancement system (ERCES) for emergency responders shall be provided in all new buildings. In-building ERCES within the building shall be based upon the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. The ERCES, where required, shall be of type determined by the fire code official and the Orange County Sheriff's Department (OCS) Technology Division. This section shall not require improvement of the existing public safety communications systems. Notwithstanding the following exceptions, structures of non-combustible construction shall be provided with infrastructure, at construction, to accommodate potential of future requirement.

Exceptions:

1. Where it is determined by the fire code official that the communications coverage system is not needed.
2. In facilities where emergency responder communications coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder communications coverage system.
3. Elevators.
4. Structures that are three stories or less without subterranean storage or parking and that do not exceed 50,000 square feet on any single story.
5. Wood-constructed residential structures four stories or less without subterranean storage or parking that are not built integral to an above ground multi-story parking structure.

6. Structures that are three stories or less and do not exceed 50,000 square feet on any single story, including subterranean storage or parking, shall be provided with coverage only in the subterranean areas.
7. Existing buildings or structures, unless required by the fire code official for buildings and structures undergoing extensive remodel and/or expansion.

510.2 Emergency responder communications enhancement system in existing buildings. [Amended] A third-party test report shall be conducted to verify need for coverage, when determined as necessary, at the discretion of the fire code official.

510.4.2.2 Technical criteria. [Amended] The fire code official shall maintain a document, in accordance with the OCSD Technical Division Guideline, providing the specific technical information and requirements for the in-building emergency responder enhancement system. This document shall contain, but not be limited to, the various frequencies required, the location of radio sites, effective radiated power of radio sites, the maximum propagation delay in microseconds, the applications being used and other supporting technical information necessary for system design.

510.5.3 Minimum qualifications of personnel. [Amended] The minimum qualifications of the system designer and lead installation personnel shall be in accordance with the OCSD Technical Division Guideline.

510.5.4 Acceptance test procedure. [Amending only item 7] When an in-building emergency responder enhancement system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is not less than 95 percent. The test procedure shall be conducted as follows, or by a method approved by the fire code official:

7. As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and subsequent annual inspections by the FCC licensed technician hired by the property owner and an OCSD Technology Division FCC-certified technician.

510.6.1 Testing and proof of compliance. [Amended]

The owner of the building or owner's authorized agent shall have the emergency responder enhancement system inspected and tested annually or when structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

1. In-building coverage test as described in Section 510.5.4.
2. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.

3. Backup batteries and power supplies shall be tested under load of a period of one hour to verify that they will properly operate during an actual power outage. If within the 1-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.
4. All active components shall be checked to verify operation within the manufacturer's specifications.
5. Systems 10 years or older from the date of installation shall be considered "End of Life" and shall be referred to OCSD Technology Division to initiate replacement or repair in accordance with current requirements.

At the conclusion of the testing, a certification report, which shall verify compliance with Section 510.5.4, shall be submitted by the FCC licensed technician to OCSD Technology Division and the fire code official. Failure to submit to the fire code official shall constitute a violation and will be prosecuted in accordance with Section 113.

If noncompliance is found, the FCC licensed technician will assess improvements necessary and provide such information to OCSD Technology Division and the fire code official. The report shall be submitted to the fire code official within 14 days of failed test.

605.10.2 Automatic and manual operation. [Amended] An automatic emergency stop feature shall be provided in accordance with Sections 605.10.2.1 and 605.10.2.2, and shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room, in a secure metal box or equivalent and marked as "Emergency Controls."

901.6.1.1 Maintenance of smoke alarms in hotels/motels and apartment buildings. [Added] Installation and maintenance of smoke alarms in apartment buildings shall conform to the following:

1. Apartment building owners shall supply, install, test and maintain all required smoke alarms before renting to a new tenant. The amount and types of smoke alarms shall conform to the California Building Code in effect at the time of building construction and requirements for existing buildings.
2. The tenant shall be responsible for testing of all required smoke alarms in accordance with manufacturer instructions in his/her respective dwelling unit. Within 60 days of the first of each year, the owner shall request each tenant for the status of all smoke alarms.
3. Within 10 days of receiving the smoke alarm status request, and in no event later than March 10 of each year, each tenant shall notify the owner, in writing, on a form provided by the owner, of the condition of each required smoke alarm installed in the dwelling unit.
4. Upon receipt of a written notice from a tenant that a smoke alarm is in need of maintenance or replacement, the owner shall perform such maintenance as is necessary within 10 days of receipt of such notification.

5. The hotel/motel or apartment owner shall maintain records of compliance for a period of three years from March 10 of each year.

903.2 Where required. [Amended] Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists and in the locations described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21, as applicable.

New buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.21, all buildings shall be protected throughout by an automatic fire sprinkler system when the total building area exceeds 5,000 square feet in Types I, II, III and IV construction, and 3,000 square feet in Type V construction as defined in the California Building Code, regardless of fire areas or allowable area.

Exceptions:

1. Commercial buildings with areas reduced to less than that requiring fire sprinklers using 3-hour rated fire walls, or greater as determined by code for specified occupancies, constructed in accordance with the California Building Code Chapter 7.

Existing Buildings: Notwithstanding any applicable provisions of this code, an existing building shall be protected throughout by an automatic fire sprinkler system when the building meets the conditions for required automatic fire sprinkler protection throughout, and one or more of the following conditions occurs:

1. An area increase of 33% or more is made to a building, resulting in an area requiring installation of an automatic fire sprinkler system in a new building.

Exception: Buildings housing Group R-3 occupancies shall be protected throughout by an automatic fire sprinkler system when the area of the building is modified, resulting in an area exceeding 5,000 square feet.

2. A change is made to the occupancy classification and use of the building which increases the level of hazard as determined by the fire code official. When the occupancy is changed to an assembly use, the requirements of Section 903.2.1 shall apply.
3. A significant modification is made to the building, or a modification impacting approximately 50% the structural system of the building as determined by the fire code official. A significant modification is considered where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

903.3.5.3 Hydraulically calculated systems. [Added] The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity. The capacity shall be calculated using the lowest water supply flow test conducted in accordance with National Fire Protection Association (NFPA) within the last 12 calendar months.

903.4.3 Alarms. [Amended] An approved audible and visual sprinkler waterflow alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a waterflow switch is required by Section 903.4.1 to be electrically supervised, such sprinkler waterflow alarm devices shall be powered by a fire alarm control unit or, where provided, a fire alarm system. Where a fire alarm system is provided, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Exception: Automatic sprinklers systems protecting one- and two-family dwellings shall be provided with an audible waterflow alarm device, located on the exterior of the building in an approved location, and interconnected with smoke alarms for occupant evacuation notification.

903.4.4 Locking of control valves. [Added] All valves required to be electrically supervised by this section shall also be sealed or locked in the position of normal operation.

904.3.5 Monitoring. [Amended] Where a building fire alarm or monitoring system is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm or monitoring system in accordance with NFPA 72.

905.4.3 Height of outlet. [Added] The centerline of the 2.5-inch outlet shall be no less than 18 inches and no more than 24 inches above the finished floor.

905.7 Cabinets [Amended] Cabinets containing firefighting equipment, such as standpipes, fire hose, fire extinguishers or fire department valves, shall not be blocked from use or obstructed from view. Class I standpipe outlet enclosures shall not be provided with doors, shall have minimum centerline clearance of 18 inches on all sides facing the standpipe, and minimum of 9-inch clearance between valve and back of opening.

Chapter 11 Construction Requirements for Existing Buildings. Only those sections and subsections as adopted by the State Fire Marshal.

Chapter 25 Fruit and Crop Ripening. [Deleted]

Chapter 26 Fumigation and Insecticidal Fogging. [Deleted]

2808.2 Storage site. [Amended] Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring products to the site.

2808.3 Size of piles or stacks. [Amended] Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length. Stackable products shall not be stacked in excess of 20 feet in height, 50 feet in width and 100 feet in length.

2808.3.1 Increase in pile or stack size. [Amended] Piles or stackable products are permitted to be increased beyond the dimensions in Section 2808.3, provided that a written fire protection plan

is approved by the fire code official. Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features. The fire protection plan shall include, but is not limited to, the following:

[Adopt all subsections including the following amendments].

1. The contact information of a responsible person, or persons, shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.
4. The potential for spontaneous heating shall be evaluated and provisions made to control the temperature of the piles. Methods for monitoring the internal temperature of the pile shall be provided. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

2808.7 Pile fire protection. [Amended] Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

2808.9 Material-handling equipment. [Amended] All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrestor. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

3208.3.1 Flue space protection. [Amended] Flue spaces required by Table 3208.3 above the first tier of storage in single-, double- or multiple-row rack storage installations shall be equipped with approved protection devices. Devices shall be fabricated of ¼" minimum thickness steel or other approved material and shall extend a minimum of 4 inches above the shelves or cross members when in the mounted position. Such devices shall not be removed or modified.

4104.5 Separation of cooking tents. [Amended] Tents with sidewalls or drops where cooking is performed shall be separated from other tents or membrane structure by not less than 20 feet.

Exceptions:

1. Small tents limited to 100 square feet that are accessory to the cooking operation of the cooking tent and are not occupied by the public.
2. Groups in compliance with Section 4104.5.1.

4104.5.1 Groups of cooking tents. [Amended] Cooking tents shall be permitted to be placed side by side where the following conditions are met:

1. The area of the cooking tents has a maximum area of 700 square feet.
2. Each grouping of tents shall have a fire break clearance of 20 feet.
3. The fire access aisle separating rows of cooking tents has a minimum width of 20 feet.

5003.1.1.1 Extremely Hazardous Substances. [Added] No person shall use or store any amount of extremely hazardous substances (EHS), as defined in 40 CFR part 355.61, in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al.) in a residentially zoned or any residentially developed property.

5004.12 Noncombustible floor. [Amended] Except for surfacing, floors of storage areas shall be of noncombustible, liquid-tight construction.

5601.2.2 Sale and retail display or use. [Amended] Persons shall not construct a retail display nor offer for sale explosives, explosive materials or fireworks on highways, sidewalks, public property or in Group A or E occupancies. The storage, use, sale, possession, and handling of fireworks 1.4G (commonly referred to as Safe & Sane) is permitted under Chapter 8.13 of the Orange Municipal Code. The storage, use, sale, possession, and handling of fireworks 1.3G is prohibited.

Exceptions:

1. Fireworks in accordance with California Code of Regulations, Title 19, Division 1, Chapter 6, see Section 5608.
2. Fireworks 1.4G and fireworks 1.3G may be part of an electrically fired public display when permitted and conducted by a licensed pyrotechnic operator

5601.2.2.1 Permits. [Added] A permit shall be required as set forth in Sections 105.5.63.

5601.7 Seizure. [Amended] The fire code official shall have the authority to seize, take, and remove or cause to be removed or disposed of in an approved manner, at the expense of the owner, explosives, explosive materials, or fireworks offered or exposed for sale, stored, possessed, or used in violation of this chapter.

5608.1 General. [Amended] Outdoor fireworks displays, use of pyrotechnics before a proximate audience and pyrotechnic special effects in motion picture, television, theatrical and group entertainment productions shall comply with California Code of Regulations, Title 19, Division 1, Chapter 6 Fireworks, the Orange City Fire Department Guidelines for Public Fireworks Displays, with the conditions of the permit as approved by the fire code official and this section.

5608.2 Firing. [Added] All fireworks displays shall be electrically fired.

5608.3 Permits. [Added] A permit shall be required as set forth in Sections 105.5.

5608.3.1 Application for Permit. [Added] The application for permit shall include a dimensioned or scaled diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged. The fallout area shall be identified based on 100 feet per inch of shell size. Details shall include, but not be limited to, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions.

5701.1.1 On-Demand Mobile Fueling. [Added] On-demand mobile fueling of Class I, II, and III liquids into the fuel tanks of vehicles is prohibited.

5704.2.9.6.1 Location where above-ground tanks are prohibited. [Amended] Above-ground tanks shall be prohibited except for the following locations:

1. M-1 or M-2 zones as established by the Planning Division of the City of Orange Community Development Department, and as
2. As approved by the fire code official.

5704.2.11 Underground tanks. [Amended] Underground storage of flammable and combustible liquids in tanks shall comply with Section 5704.2 and Sections 5704.2.11.1 through 5704.2.11.4.2.1, the applicable Sections of Chapter 50, and California Health and Safety Code (H&SC) Ch. 6.7.

Section 5707 On-Demand Mobile Fueling Operations. [Deleted]

Section 5801.1 Scope. [Amended] The storage and use of flammable gases and flammable cryogenic fluids shall be in accordance with this chapter, NFPA 2 and NFPA 55. Compressed gases shall also comply with Chapter 53 and cryogenic fluids shall also comply with Chapter 55. Flammable cryogenic fluids shall comply with Section 5806. Hydrogen motor fuel-dispensing stations and repair garages and their associated above-ground hydrogen storage systems shall also be designed, constructed and maintained in accordance with Chapter 23. Mobile fueling of gaseous and liquid hydrogen, compressed natural gas (CNG), and liquefied natural gas (LNG) into the fuel tanks of vehicles is prohibited.

Exceptions:

1. Gases used as refrigerants in refrigeration systems (see Section 605).
2. Liquefied petroleum gases and natural gases regulated by Chapter 61.
3. Fuel-gas systems and appliances regulated under the California Mechanical Code and the California Plumbing Code other than gaseous hydrogen systems and appliances.
4. Pyrophoric gases in accordance with Chapter 64.

Section 5809 Mobile Gaseous Fueling of Hydrogen-Fueled Vehicles. [Deleted]

6004.2.2.7 Treatment Systems. [Deleted and Replaced] The exhaust ventilation from gas cabinets, exhausted enclosures and gas rooms, and local exhaust systems required in Sections 6004.2.2.4 and 6004.2.2.5 shall be directed to a treatment system. The treatment system shall be utilized to handle the accidental release of gas and to process exhaust ventilation. The treatment system shall be designed in accordance with Sections 6004.2.2.7.1 through 6004.2.2.7.5 and Chapter 5 of the California Mechanical Code.

Exceptions:

1. Highly toxic and toxic gases—storage/use. Treatment systems are not required for toxic gases supplied by cylinders or portable tanks not exceeding 1,700 pounds (772 kg) where all of the following controls are provided:
 - 1.1 A listed or approved gas detection system with a sensing interval not exceeding 5 minutes.
 - 1.2 A listed and approved automatic-closing fail-safe valve located immediately adjacent to cylinder valves. The fail-safe valve shall close when gas is detected at the permissible exposure limit (PEL) by a gas detection system monitoring the exhaust system at the point of discharge from the gas cabinet, exhausted enclosure, ventilated enclosure or gas room. The gas detection system shall comply with Section 6004.2.2.10.

Chapter 80 Referenced Standards

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems

9.4.3.1 [Amended] When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.3.223.4.16
2. Residential sprinklers in accordance with the requirements of Chapter 12
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

16.12.2 [Amended] The following systems shall not require a fire department connection:

- (1) Buildings located in remote areas that are inaccessible for fire department support
- (2) Large-capacity deluge systems exceeding the pumping capacity for the fire department

16.12.3.1 [Delete and Replace] The FDC shall contain a minimum of two 2 1/2" inlets. The location shall be approved and be no more than 40 feet from a fire hydrant, and at least 40 feet from the building it supplies unless otherwise approved by the fire code official. The size of piping and the number of inlets shall be approved by the fire code official. If acceptable to the water purveyor, it may be installed on the backflow assembly. Fire department inlet connections shall be painted "OSHA safety red." Four 2 1/2" inlets shall be provided when the automatic fire sprinkler system design (including system-supplied fire hose stream demand) requires 500 gpm or greater.

19.1.1.1 [Added] When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Table 21.4.1.2.1 (c) Commodity Class IV, Nonencapsulated. Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes

7.1.2 [Delete and Replace] The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2024 Edition, Standard for the Installation of Standpipe and Hose Systems

9.5.1.1 [Amended] Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances

6.2.8.1 [Added] All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.

6.2.9 [Amended] All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

1. A post indicator valve installed not less than 40 feet from the building.
 - 1.1 For buildings less than 40 feet (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 feet but at least as far from the building as the height of the wall facing the post indicator valve.
2. A wall post indicator valve.
3. An indicating valve in a pit, installed in accordance with Section 6.4.
4. A backflow preventer with at least one indicating valve not less than 40 feet from the building.
 - 4.1 For buildings less than 40 feet in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 feet but at least as far from the building as the height of the wall facing the backflow preventer.
5. Control valves installed in a fire-rated room accessible from the exterior.
6. Control valves in a fire-rated stair enclosure accessible from the exterior.

10.1.5 [Added] All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose, 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch-wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

10.4.3.1 [Amended] Private fire service mains supplying fire protection systems within the building shall be permitted to extend no more than 24 inches, as measured from the outside of the building, under the building to the riser location.

10.4.3.2 [Amended] Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

Appendices D, E, F, G, I, J, K, L, M and N. [Deleted]

SECTION III:

Severability – Should any sentence, section clause, part or provision of this ordinance be declared invalid, the same shall not affect the validity of the ordinance as a whole or any other part thereof.

SECTION IV:

Savings Clause – Neither the adoption of this ordinance nor the amendment hereby of any other ordinance of this City shall in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date hereof, nor to be construed as a waiver of any license or penalty or the penal provisions applicable to any violation thereof. The provisions of this ordinance, insofar as they are substantially the same as ordinance provisions previously adopted by the City related to the same subject matter, shall be constructed as restatements and continuations, and not as new enactments.

SECTION V:

References to Prior Code – Unless superseded and expressly repealed, references in City forms, documents and regulations to the chapters and sections of former adopted Orange City Fire Code and references relating to Wildland-Urban Interface shall be construed to apply to the corresponding provisions within the 2025 Orange City Fire Code and 2025 Orange City Wildland-Urban Interface Code. Ordinance No. 07-22 of the City of Orange and all other ordinances and parts of ordinances in conflict herewith are hereby superseded and expressly repealed.

SECTION VI:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION VII:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____, 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the 14th day of October, 2022, and thereafter at the regular meeting of said City Council duly held on the ___ day of _____, 2022, was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

Orange City Council

Item #: 9.1.

11/12/2025

File #: 25-0614

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Cody Kleen, Acting Human Resources Director

1. SUBJECT

Executive Management and Senior Management employees' classification, compensation, and terms of employment. Resolution No. 11644.

2. SUMMARY

Resolution No. 11644 amends the compensation and terms of employment for the City's Executive Management and Senior Management employees for the period of July 1, 2025 through June 30, 2026.

3. RECOMMENDED ACTION

Adopt Resolution No. 11644. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11599 and all amendments thereto and the classification, compensation, and terms of employment of Executive Management and Senior Management employees.

4. FISCAL IMPACT

The total cost is \$275,200 of which \$206,400 is General Fund. These adjustments are covered by vacancies in the Fiscal Year 2025-2026 budget.

5. STRATEGIC PLAN GOALS

Goal 4: Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

The City's Top Management employees are a group of unrepresented employees whose classification, compensation, and terms of employment are covered by a City Council-adopted Resolution. The Top Management Resolution covers the City's executives, division managers, and other senior management employees who are deemed confidential employees and are exempt from overtime provisions of the Federal Labor Standards Act (FLSA). The most recent Resolution covered July 1, 2024 through June 30, 2025.

Pursuant to City Council direction at the October 28th meeting, a Resolution is proposed for the period of July 1, 2025, through and including June 30, 2026, which incorporates four (4) modified terms consistent with what other City bargaining groups received earlier this fiscal year. They include:

1. Allowing the existing Educational Assistance benefit amount to be utilized to pursue higher education as well as professional development activities.
2. Increasing the City's Section 125 Flexible Benefits Plan contribution amounts by \$100.00 per month (no increase to the monthly waiver amount), effective January 1, 2026.
3. Amending the holiday schedule to include Martin Luther King Jr. Day as a paid holiday.
4. Providing a two percent (2%) Across-the-Board increase to base salary for all classifications included in the Resolution, effective June 29, 2025.

The Resolution also incorporates language changes and updates that provide greater clarity and conform the Resolution to current practices and regulatory compliance.

7. ATTACHMENTS

- Resolution No. 11644



Agenda Item

Orange City Council

Item #: 9.1.

11/12/2025

File #: 25-0614

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Cody Kleen, Acting Human Resources Director

1. SUBJECT

Executive Management and Senior Management employees' classification, compensation, and terms of employment. Resolution No. 11644.

2. SUMMARY

Resolution No. 11644 amends the compensation and terms of employment for the City's Executive Management and Senior Management employees for the period of July 1, 2025 through June 30, 2026.

3. RECOMMENDED ACTION

Adopt Resolution No. 11644. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11599 and all amendments thereto and the classification, compensation, and terms of employment of Executive Management and Senior Management employees.

4. FISCAL IMPACT

The total cost is \$275,200 of which \$206,400 is General Fund. These adjustments are covered by vacancies in the Fiscal Year 2025-2026 budget.

5. STRATEGIC PLAN GOALS

Goal 4: Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

The City's Top Management employees are a group of unrepresented employees whose classification, compensation, and terms of employment are covered by a City Council-adopted Resolution. The Top Management Resolution covers the City's executives, division managers, and other senior management employees who are deemed confidential employees and are exempt from overtime provisions of the Federal Labor Standards Act (FLSA). The most recent Resolution covered July 1, 2024 through June 30, 2025.

Pursuant to City Council direction at the October 28th meeting, a Resolution is proposed for the period of July 1, 2025, through and including June 30, 2026, which incorporates four (4) modified terms consistent with what other City bargaining groups received earlier this fiscal year. They include:

1. Allowing the existing Educational Assistance benefit amount to be utilized to pursue higher education as well as professional development activities.
2. Increasing the City's Section 125 Flexible Benefits Plan contribution amounts by \$100.00 per month (no increase to the monthly waiver amount), effective January 1, 2026.
3. Amending the holiday schedule to include Martin Luther King Jr. Day as a paid holiday.
4. Providing a two percent (2%) Across-the-Board increase to base salary for all classifications included in the Resolution, effective June 29, 2025.

The Resolution also incorporates language changes and updates that provide greater clarity and conform the Resolution to current practices and regulatory compliance.

7. ATTACHMENTS

- Resolution No. 11644

RESOLUTION NO. 11644

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE RESCINDING RESOLUTION NO. 11599 AND ALL AMENDMENTS THERETO AND APPROVING PROVISIONS RELATING TO THE CLASSIFICATION, COMPENSATION, AND TERMS OF EMPLOYMENT OF EXECUTIVE MANAGEMENT AND SENIOR MANAGEMENT EMPLOYEES

WHEREAS, the employees covered by this Resolution constitute unrepresented management personnel; and

WHEREAS, the City Council has consulted with the City Manager and Human Resources Director concerning the proposed terms of employment contained herein; and

WHEREAS, the City Council wishes to set forth the wages, hours, and terms of employment for the period of July 1, 2025, through and including June 30, 2026, for those management employees covered herein; and

WHEREAS, at the direction of City Council on October 28, 2025, this Resolution proposes to adjust three benefit terms including Martin Luther King Jr. Holiday, medical contributions, and professional development; and

WHEREAS, all salary ranges for the classifications covered herein must be authorized by the City Council and published by the City in order for the salary range to be considered pension-reportable, pursuant to California Public Employees' Retirement System law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Orange hereby (1) rescinds Resolution No. 11599 and all amendments thereto; and (2) adopts the compensation and terms of employment through June 30, 2026, for Executive Management and Senior Management employees contained in Appendices A and B, as fully set forth herein.

ADOPTED this 12th day of November 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 12th day of November 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



**EXECUTIVE MANAGEMENT
&
SENIOR MANAGEMENT
RESOLUTION**

JULY 1, 2025 THROUGH JUNE 30, 2026

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SECTION 1. BASIC COMPENSATION PLAN AND DEFINITIONS.

- A. A basic compensation plan is established for all Executive and Senior Management employees of the City of Orange who are now employed or will in the future be employed in any of the classifications of employment listed in this Resolution and its Appendices.
- B. The compensation for the City Manager and City Attorney shall be established by contract and they shall receive those benefits and be governed by all applicable rules and regulations related to those benefits provided for Executive Management.
- C. Whenever the term "Department Head" is used, it shall be understood to include the City Manager and City Attorney when the personnel action affects a Department Head.
- D. Whenever the term "Top Management" is used, it shall be understood to include all covered employees within this Resolution.
- E. Whenever the term "Executive Management" is used, it shall be understood to include all classifications within Appendix A.
- F. Whenever the term "Senior Management" is used, it shall be understood to include all classifications within Appendix B.
- G. Except as amended by a written instrument formally approved by the City Council, the City Manager and City Attorney shall receive the fringe benefits that are afforded to Executive Management and shall have their compensation and terms of employment set forth herein.

SECTION 2. SALARY AND WAGE SCHEDULE.

The monthly salaries for employees covered by this Resolution are hereby incorporated, and listed in Appendices A and B.

The attached salary and wage schedules shall constitute the basic compensation plan consisting of six (6) steps or rates of pay in each range.

The respective ranges shall be identified by number and the steps by the letters A to F inclusive. The minimum length of service required for advancement to the next higher step is provided in Sections 5 and 6.

The City Manager reserves the right to grant an additional salary increase of up to five percent (5.0%) for any classifications described herein in Appendices A and B. Any such increases shall not exceed a total cost of one percent (1.0%) of payroll for Top Management employees.

In an effort to avoid compaction between classifications, the following classification shall be compensated with a salary differential as follows:

The Police Chief shall be paid at least ten percent (10.0%) above the base salary of the Police Captain classification.

SECTION 3. ADMINISTRATION OF BASIC COMPENSATION PLAN.

The compensation ranges and steps contained in the attached salary schedule are monthly compensation rates.

For all employees covered by this Resolution, the hourly rate of pay shall be the monthly rate multiplied by twelve (12) divided by two thousand eighty (2080) annual hours. In determining the hourly rate, compensation shall be calculated to the nearest one-half (½) cent.

Part-time employees who are scheduled to work an average of at least twenty (20) hours per week on a year-round basis may be considered for advancement to the next higher step upon completion of two thousand eighty (2080) hours of employment.

SECTION 4. BEGINNING RATES.

A new employee of the City shall be paid the rate shown in Step A in the range allocated to the class of employment for which the employee has been hired, except that on the request of the Department Head under whom the employee will serve, and with the authorization of the Human Resources Director, such employee may be placed in Steps B through F depending upon the employee's qualifications.

SECTION 5. SERVICE.

The word service, as used in this Resolution, shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements.

A lapse of service by any employee for a period of time longer than thirty (30) days by reason of resignation or discharge eliminates the accumulated length of service time of such employee for the purpose of this Resolution. Employees re-entering the service of the City shall be considered as a new employee, except that the employee may, at the discretion of the City, be re-employed within one (1) year and placed in the same salary step in the appropriate compensation range, and earn the same vacation accrual rate, as the employee was at the time of the separation of employment.

SECTION 6. ADVANCEMENT WITHIN SALARY RANGES.

The following regulations shall govern salary advancement:

- A. Merit Advancement. An employee shall be considered for advancement through the salary range upon completion of the minimum length of service required. The effective date of such merit increase, if granted, shall be the first day of the next pay period following the completion of the length of service required for such advancement. Advancement through the salary ranges Steps A through F may be granted only for continuous, meritorious, and efficient service, and continued improvement by the employee in the effective performance of the duties of the position. Such merit advancement shall require the following:

- 1) The Department Head shall file with the Human Resources Director a Personnel Action Form and a completed Performance Evaluation form recommending the granting or denial of the merit increase and supporting such recommendation with specific reasons.

If denied by the Human Resources Director, the reason for denial will be provided to the Department Head.

- 2) Advancements through the pay ranges Step A through Step F, shall occur, if granted, in yearly increments.
- 3) A lapse of service of thirty (30) continuous calendar days or more for any reason shall extend the due date for the merit performance evaluation by an equal number of days absent.

B. Special Merit Advancement. When an employee demonstrates exceptional ability and proficiency in the performance of duties, the Department Head may recommend to the Human Resources Director that the employee be advanced to a higher pay step without regard to the minimum length of service requirements contained in this Resolution. With concurrence of the City Manager, the Human Resources Director may, on the basis of a Department Head's recommendation, approve such an advancement.

SECTION 7. REDUCTION IN SALARY STEPS.

Any employee who is being paid on a salary step higher than Step A may be reduced by one (1) or more steps upon the recommendation of the Department Head, and with the approval of the Human Resources Director. Such reduction shall take place only after the employee has been notified of the reasons and has had an opportunity to respond. Procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 6, and such employee may be considered for re-advancement under the same provisions as contained in Subsection A of Section 6.

SECTION 8. BILINGUAL ASSIGNMENT.

Employees covered by this Resolution may be assigned by the Department Head, with approval of the Human Resources Director, to a bilingual assignment. The Department Head shall determine the number of bilingual assignment positions which are necessary based upon a demonstrable need and frequency of use. Employees on bilingual assignment shall receive an additional one hundred forty dollars (\$140.00) per month for the duration of the assignment. Employees receiving bilingual assignment compensation may be required to take and pass a proficiency test on an annual or as needed basis as determined by the Human Resources Department. No permanency or seniority may be obtained in a bilingual assignment, and such assignment may be revoked at any time by the Human Resources Director or a duly authorized designee. This form of pay, also referred to as "Bilingual Premium", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for members hired on or after January 1, 2013, as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) pursuant to CalPERS Regulations, Section 571.1(b)(3). However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

SECTION 9. LONGEVITY FOR SAFETY CHIEFS.

A. In an effort to maintain equality with subordinate classifications, the Fire Chief shall be eligible for Longevity Pay as follows:

Years of Service	Monthly Incentive
20	\$550.00
25	\$750.00

- B. In an effort to maintain equality with subordinate classifications, the Police Chief shall be eligible for Longevity Pay as follows:

Years of Service	Monthly Incentive
15	\$250.00
20	\$500.00
25	\$1,250.00

- C. This form of pay, also referred to as “Longevity Pay”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(1), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(1). However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

SECTION 10. EDUCATIONAL INCENTIVE PROGRAM.

- A. Employees covered by this Resolution, other than the Police Chief and Fire Chief, with postgraduate degrees (i.e., Master’s degree or higher) shall be eligible to receive six hundred dollars (\$600.00) per month.
- B. In an effort to maintain equality with subordinate classifications, the Fire Chief shall receive five hundred fifty dollars (\$550.00) per month for a Bachelor’s degree or seven hundred fifty dollars (\$750.00) per month for a Master’s degree.
- C. In an effort to maintain equality with subordinate classifications, the Police Chief shall receive seven hundred dollars (\$700.00) for a Bachelor’s degree or nine hundred fifty dollars (\$950.00) per month for a Master’s degree.
- D. This form of pay, also referred to as “Educational Pay”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(2). However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

SECTION 11. INCENTIVE PAY PLAN.

The City Manager may, for the employees covered by this Resolution, put into effect an incentive pay plan, the terms and conditions of which shall be at the City Manager’s full discretion.

SECTION 12. PROMOTION.

When an employee is promoted to a position in a higher classification, the employee may be assigned to the step in the new salary range which provides for at least a five percent (5.0%) increase. With the approval of the Department Head and Human Resources Director, the employee may be placed in the step in the new salary range as will grant the employee an increase of at least one, but not more than three salary steps.

SECTION 13. DEMOTION.

When an employee is demoted to a position in a lower classification, the salary rate shall be fixed in the appropriate salary range for the lower classification in accordance with the following provisions:

- A. The salary rate shall be reduced by at least one (1) step.
- B. The new salary rate must be within the salary range for the classification to which the employee was demoted.

SECTION 14. REASSIGNMENT OF COMPENSATION RANGES.

Any employee who is employed in a classification which is assigned to a different pay range shall be retained in the same salary step in the new range as the employee previously held in the prior range, and shall retain credit for length of service in such step toward advancement to the next higher step; provided, however:

- A. That if such retention results in the advancement of more than one (1) step, the Human Resources Director may at the time of reassignment, place the employee in a step which will result in an increase of only one step.
- B. That if the reassignment is to a lower compensation range, the F step of which is lower than the existing rate of pay at the time of reassignment, the employee shall continue to be paid at the existing rate of pay until such time as the position is reassigned to a compensation schedule which will allow for further salary advancement, or until such time as the employee is promoted to a position assigned to a higher compensation range.
- C. That if the reassignment is to a lower compensation range, the F step of which is higher than the existing rate of pay, the employee shall be placed in that step of the lower compensation range which is equivalent to the existing rate of pay, and shall retain credit for length of service previously acquired in such step toward advancement to the next higher step. If there is no equivalent step, the employee shall be placed in the step which is closest to, but not less than, the employee's current salary step.

SECTION 15. AT-WILL STATUS.

Members of Top Management serve at the pleasure of the City Manager, with the exception of those members within the City Attorney's Office who serve at the pleasure of the City Attorney. Consideration for advancement, reduction, demotion, termination, or reassignment shall be at the initiation of the City Manager or City Attorney, as applicable, and in accordance with the Orange Municipal Code. In addition,

all employees covered by this Resolution are employed at-will and serve in accordance with Title 2 of the Orange Municipal Code.

SECTION 16. ACTING TIME PAY.

An employee shall receive acting time pay, as further defined below, at A Step of the higher class, or five percent (5.0%) above the employee's regular salary, whichever is greater, for work performed in the higher classification. The Department Head or the authorized designee shall assign the employee to work out of classification but shall notify the Human Resources Director prior to the assignment.

- A. Temporary Upgrade Pay. When an employee is working out of classification due to an incumbent's approved leave of absence, said employee shall receive a Temporary Upgrade Pay premium. Temporary Upgrade Pay, as defined by California Code of Regulations 571(a)(3), is "compensation to employees who are required by their employer or governing board or body to work in an upgraded position/classification of limited duration."

For Classic Members, the above form of compensation shall be reported to CalPERS as special compensation and therefore compensation earnable. However, it is ultimately CalPERS who determines if any form of pay is reportable special compensation. However, Temporary Upgrade Pay will not be reported to CalPERS as pensionable compensation for New Members hired on or after January 1, 2013, as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA).

- B. Out-of-Class Appointment. Out-of-class appointments shall only be made for positions vacated due to voluntary resignation, promotion, demotion or termination. Government Code Section 20480 of the Public Employees' Retirement Law (PERL) defines an "out-of-class appointment" to mean an appointment to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration. For purposes of this section, a "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence (see "Temporary Upgrade Pay" above).

SECTION 17. ADMINISTRATIVE LEAVE.

Employees covered by this Resolution are exempt from Fair Labor Standards Act overtime provisions as executive, administrative, and professional employees. This Resolution establishes a pay system which provides all covered employees with sick leave and other leave which covered employees use for purposes of public accountability. However, the City will provide paid administrative leave as follows:

- A. Regular full-time employees identified in Appendix A shall accrue eighty (80) hours of administrative leave annually for continuous service.
- B. Regular full-time employees identified in Appendix B shall accrue sixty-three (63) hours of administrative leave annually for continuous service.
- C. Employees hired after January 1st of each year shall receive a prorated portion of the administrative leave during their first calendar year of employment.

- D. The minimum charge to the employee's administrative leave account shall be one-quarter (¼) hour, while additional actual absence of over one-quarter (¼) hour shall be charged to the nearest one-half (½) hour.
- E. Usage of administrative leave shall be at the convenience of the City with the approval of the respective Department Head or City Manager.
- F. All administrative leave shall accrue January 1st of each year.
- G. Annually, unused administrative leave at the end of the calendar year, and upon retiring from City service and entering CalPERS as a retired annuitant shall be deposited in the employee's Retirement Health Savings Plan account as described in Section 24(C).
- H. Unused administrative leave upon separation for reasons other than retirement shall be forfeited.

SECTION 18. HOLIDAYS.

Employees covered by this Resolution shall receive the following nine (9) hour paid holidays (10 hours for employees assigned to Fire or Police Departments):

- 1) January 1st (New Year's Day)
- 2) Third Monday in January (Martin Luther King Jr. Day)
- 3) The third Monday in February (Presidents' Day)
- 4) Last Monday in May (Memorial Day)
- 5) July 4th (Independence Day)
- 6) First Monday in September (Labor Day)
- 7) November 11th (Veterans Day)
- 8) Fourth Thursday in November (Thanksgiving Day)
- 9) Fourth Friday in November (day after Thanksgiving)
- 10) December 24th (Christmas Eve), if it falls on a Monday through Thursday
- 11) December 25th (Christmas Day)

- A. Floating Holidays. In addition to the above, employees will have credited to their paid leave balance twenty-two and one half (22.5) floating holiday hours beginning January 1st of each year. Employees hired after January 1st of each year shall receive a prorated portion of the twenty-two and one half (22.5) floating holiday hours during their first calendar year of employment. The floating holiday hours shall be taken at the convenience of the City with the approval of the City Manager, Department Head or a duly authorized designee. Unused floating holiday hours at the end of the calendar year or upon separation from City service shall be deposited in the employee's Retirement Health Savings Plan account as described in Section 24(C).
- B. Holidays on Certain Days of the Week. In the event any of the above holidays, except Christmas Eve, fall on a Sunday, the following day will be taken in lieu of the actual date on which the holiday falls. When any of the above holidays fall on a Saturday, except Christmas Eve, the preceding Friday will be taken in lieu of the actual date on which the holiday falls. When any of the above holidays falls on an employee's regularly scheduled day off during the week, except Christmas Eve, employees will be credited with nine (9) hours (ten (10) hours

for employees assigned to the Fire and Police Departments) of holiday compensatory time. Accumulated holiday compensatory time must be used by the employee by June 30th of the same fiscal year in which it was accumulated. Unused holiday compensatory time shall be paid in cash to an employee upon separation of employment.

- C. Eligibility to Receive Holiday Pay. In order to be eligible to receive holiday pay, an employee must have worked, or be deemed to have worked because of an approved absence, the employee's regularly scheduled day before and regularly scheduled day after the holiday. Newly hired employees are provided with and are eligible to use floating holiday and fixed holiday hours, according to the guidelines established in this Section, and/or with approval of the Human Resources Director.
- D. Holidays During Vacation. Should the holidays listed above fall during an employee's vacation period while an employee is lawfully absent with pay, the employee shall receive holiday pay and no charge shall be made against the employee's accumulated vacation.

SECTION 19. VACATION.

- A. Vacation Accrual. All full-time regular employees described herein accrue paid vacation in accordance with the following schedules.

- 1) For Executive Management, the following schedule shall apply:

Years of Service	Vacation Hours Per Year	Years of Service	Vacation Hours Per Year
1	144	16	208
2	149	17	212
3	154	18	216
4	159	19	220
5	164	20	224
6	170	21	228
7	172	22	232
8	176	23	236
9	180	24	240
10	184	25	244
11	188	26	248
12	192	27	252
13	196	28	256
14	200	29	260
15	204	30	264

- 2) For Senior Management, the following schedule shall apply:

Years of Service	Vacation Hours Per Year	Years of Service	Vacation Hours Per Year
1	104	16	188
2	114	17	192
3	124	18	196
4	134	19	200
5	144	20	204

6	148	21	208
7	152	22	212
8	156	23	216
9	160	24	220
10	164	25	224
11	168	26	228
12	172	27	232
13	176	28	236
14	180	29	240
15	184	30	244

- B. Vacation Usage and Accumulation. Vacation shall be taken at the convenience of the City with the approval of the Department Head. Where possible, such vacation should be taken annually and not accumulated from year to year. Employees shall not accumulate vacation in excess of the equivalent number of hours earned in the immediately preceding 24-month period. Employees with less than one (1) year’s continuous service shall accrue vacation but may not use vacation until successful completion of six (6) months of active City service is complete, except with the approval of the City Manager, or in the event of a City Hall holiday closure, with approval of the Human Resources Director. Employees whose accumulated vacation reaches the above-defined limit shall receive no additional vacation accrual until such time as the accumulated vacation hours fall below the allowable limit.
- C. Vacation Conversion. An employee may convert up to 50% of their current annual vacation accrual into pay in lieu of time off with pay on an annual basis. An employee requesting such conversion must meet the eligibility requirements as set forth in Section 19(B) and may convert twice in a fiscal year, within the cap provisions stated above. Any exception to this provision requires the approval of the Human Resources Director.

On or before December 15, 2025, and every December 15th thereafter, a qualified employee who elects to cash out accrued vacation for the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

The City shall administer the cash out twice annually, starting in June 2026 and every June and December thereafter. The City shall make the cash outs in the second pay period in June and December. Such cash outs shall be paid at the employee’s net salary hourly rate of pay.

- D. Vacation Payout Upon Termination. Employees who terminate their employment with the City shall be paid for all accrued vacation, if any, and the prorated portion of their final accrual. Prorated vacation shall be on the basis of one-twelfth (1/12) of the employee's annual vacation pay for each full month of service.

SECTION 20. PART-TIME, TEMPORARY, AND SEASONAL EMPLOYEES’ ELIGIBILITY FOR FRINGE BENEFITS.

- A. Definitions. Nothing contained herein shall guarantee any employee a specified number of hours per day or days per week or weeks per year or months per year of work.

- 1) Regular part-time employees shall be those employees scheduled in the budget to work twenty (20) or more hours per week on a year-round basis (52 weeks minus approved leave).
 - 2) Temporary part-time employees shall be those employees scheduled in the budget to work less than twenty (20) hours per week on a year-round basis (52 weeks minus approved leave).
 - 3) Seasonal employees shall be those employees who are scheduled in the budget to work on less than a year-round basis regardless of hours worked.
- B. Entitlement to Fringe Benefits Based Upon Proration of Hours. Regular part-time employees shall receive fringe benefits in proportion to the number of hours an employee is scheduled to work to the normal forty (40) hour week on an annual basis.

The annual schedule for all eligible part-time employees shall be the schedule which is included in the City's approved budget or a schedule which is designated by Management at the commencement of the employee's employment with the City. This formula of proration shall apply to holiday pay, vacation, sick leave, flexible benefit contribution, disability insurance contribution, money purchase retirement plan, and CalPERS retirement contribution. Regular part-time employees may receive step increases provided they have performed two thousand eighty (2080) hours of service.

- C. Temporary and seasonal employees shall be entitled to receive no fringe benefits provided for in the resolution or in any resolution of the City unless otherwise required by law.

SECTION 21. LEAVES OF ABSENCE.

- A. Leave of Absence Without Pay. For all regular employees as described herein, the following Leave Without Pay procedure shall apply:
- 1) After all available leave benefits, including vacation, administrative leave, floating holiday, compensatory time, sick leave, and other leave benefits have been completely used, a regular employee, not under suspension, may make written application to the Department Head for leave without pay or benefits. No such leave will be considered without a written application from the employee requesting leave.
 - 2) If the Department Head and the Human Resources Director agree that such leave is merited and in the interest of the City, leave may be granted for a period not to exceed six (6) months following the date of expiration of all other allowable leave benefits. The employee shall not be continued "in service" as that term is defined in this Resolution.
 - 3) An employee is ineligible to receive a step increase while on a leave of absence without pay. Step increases shall be delayed by the amount of time an employee is out on leave without pay status.

- 4) No employment or fringe benefits such as sick leave, vacation, health insurance, retirement, or any other benefits shall accrue to any employee on a leave of absence without pay except as denoted under Section 21(I). During such leave in excess of five (5) working days, no seniority shall be accumulated.
 - 5) Subject to and consistent with the conditions of the group health, life or disability plan, coverage may be continued during a leave, provided direct payment of the total premium by the employee is made through and as prescribed by the Payroll Division. The City will pay up to six (6) months of the Flexible Benefit Plan contribution for employees who are on long-term disability leave.
 - 6) At the end of any approved leave, if the employee desires additional leave, written application must be made through the Department Head to the Human Resources Director at least ten (10) days before the end of the approved leave, stating the reasons why the additional leave is required and why it would be in the best interests of the City to grant such leave of absence. If such additional leave is merited and would still preserve the best interests of the City, the Human Resources Director may approve such extension of the leave of absence for a period up to, but not to exceed, an additional six (6) months.
 - 7) If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the employee shall be considered as having abandoned their employment with the City and shall be terminated.
 - 8) An employee on leave of absence must give the City at least seven (7) days' written notice of their intent to return to work prior to returning to work.
 - 9) Any employee who engages in outside employment during said leave of absence without prior notification and approval of the Human Resources Director and Department Head may be subject to termination.
 - 10) Any employee who falsifies the reason for the request for said leave of absence may be terminated.
 - 11) Such leave shall be granted on the same basis for pregnancy, childbirth, and other medically related conditions, except that such an employee shall retain their seniority rights.
 - 12) Forms setting forth the benefits available or such other pertinent information shall be maintained for distribution in the Human Resources Department.
 - 13) The City Manager will allow an employee to take a leave of absence without pay during a City Hall holiday closure without having to exhaust all accrued leave benefits on the books. During said closure, employees will not see a reduction in benefits, including no loss of eligibility for holiday pay, if Leave Without Pay hours are used during the closure (i.e. the day after Christmas and/or working day before New Year's day.)
- B. Jury Duty and Services as Witness for City. When required to serve on a jury, all employees shall be provided with paid time off for a period of actual service required on the jury, provided

all jury fees paid to the individual employee, less allowed automobile expenses, are turned over to the City. Once an employee has completed jury service, the employee must provide the Certificate of Jury Service to the immediate supervisor to qualify for jury duty compensation. If an employee is called as a witness on behalf of the City, the employee shall receive their normal pay for the time spent by the employee serving as a witness for the City. An employee shall be required to pay any witness fees that accrue to the employee for witness service to the City as a condition of receiving normal pay while serving as a witness for the City. Any exceptions to this provision must meet the approval of the Human Resources Director.

- C. Military Leave of Absence. If an employee is deployed or required to attend military training, the employee shall be entitled to military leave of absence under the provisions of Federal and State law, including Uniformed Services Employment and Re-employment Rights Act (USERRA) and the Military and Veterans' Code. Employees must provide a copy of their military orders, and Leave and Earnings Statements (LES) if requested, to the Human Resources Department to qualify for a military leave of absence. Any exceptions to this provision shall be considered on a case-by-case basis, with final approval of the Human Resources Director.
- D. Sick Leave. Sick leave with pay shall be allowed, credited, and accumulated in accordance with the following:
- 1) For employees working a regular forty (40) hour week, eight (8) hours of sick leave will accrue for each month of continuous service.
 - 2) All non-benefited employees shall receive sick leave as required by State law.
 - 3) Sick leave will be charged at the rate of one-quarter ($\frac{1}{4}$) hour for each one-quarter ($\frac{1}{4}$) hour an employee is absent.
 - 4) Employees who promote to Top Management shall have all their sick leave hours placed into a sick leave accrual bank.
 - 5) Any employee eligible for sick leave with pay may use such leave for the following reasons:
 - (a) Medical, dental, and vision appointments during work hours when authorized by the Department Head or a duly authorized designee; and/or
 - (b) Personal illness or physical incapacity resulting from causes beyond the employee's control, in addition to pregnancy, childbirth, and other medically related conditions.
 - 6) Sick Leave Application. Sick leave may be applied only to absence caused by illness or injury of an employee and may not extend to absence caused by illness or injury of a member of the employee's family except as provided for in Subsection E below.
 - 7) Sick Leave Charged. In any instance involving use of a fraction of a day's sick leave, the minimum charged to the employee's sick leave account shall be one-quarter ($\frac{1}{4}$)

hour, while additional actual absence of over one-quarter ($\frac{1}{4}$) hour shall be charged to the nearest one-half ($\frac{1}{2}$) hour. Sick leave shall only be used for the purposes stated and the Department Head shall be responsible for control of employee abuse of sick leave.

Employees may, upon prior notice and in the complete discretion of the Department Head, be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory written evidence of any subsequent illness.

- 8) Sick Leave Payout Program. Unused sick leave shall be paid off according to the following:
- (a) Employees with sick leave usage of zero (0.0) to twenty-seven (27.0) hours per payroll calendar year will have the option to convert up to forty (40) hours of their unused sick leave to vacation in the first pay period of the following payroll calendar year.
 - (b) Employees with sick leave usage of twenty-seven and one quarter (27.25) to thirty-six (36.0) hours per payroll calendar year may convert up to thirty (30) hours of unused sick leave to vacation the following year.
 - (c) Employees must have a minimum balance of one hundred eighty (180) hours of sick leave, combining both sick leave banks, available after conversion. In addition, no hours will be converted to vacation if said conversion places the employee's vacation bank over the maximum allowable accrual. Conversion of sick leave to vacation shall occur in the first pay period of the following payroll calendar year based upon sick leave usage during the previous payroll calendar year.
 - (d) Any sick leave converted to vacation shall be subject to the provisions described in Section 19. The employee must file a sick leave payout designation form each year, if eligible for the conversion of unused sick leave to vacation. If no designation form is filed, the hours will automatically remain in the employee's new sick leave accumulation account. Employees shall still be subject to the maximum vacation accrual at any given time equivalent to 24 months' worth of accrued hours. Any request to convert which exceeds the maximum vacation accrual allotted shall not be converted to vacation and shall remain in the employee's sick leave bank.
 - (e) Upon retirement from employment with the City and entering CalPERS as a retired annuitant, an employee with a minimum of five (5) years of continuous service to the City shall receive pay for fifty percent (50%) of all unused sick leave hours. The cash value of this unused sick leave payout will be deposited into the employee's Retirement Health Savings Plan account, as described in Section 24(C).
 - (f) Upon separation of employment from the City for any reason, other than retirement as noted in the preceding paragraph an employee shall receive no pay for the first one hundred (100) hours (0 to 100 hours) of accrued sick leave,

but shall receive twenty-five percent (25%) pay for up to the next one hundred (100) hours, (101 to 200 hours) of accrued sick leave, and fifty percent (50%) pay of any remaining sick leave (201 to 352 hours). No pay shall be received for any accruals higher than three hundred fifty-two (352) hours.

(g) Upon the death of an employee while employed by the City, one hundred percent (100%) of all accrued sick leave benefits up to three hundred fifty-two (352) hours shall be paid to the beneficiary of the deceased employee. Payment will be made when proper authorization for payment is received from the estate of the deceased employee.

- E. Family Leave. In accordance with the California Family Sick Leave and Paid Sick Leave Acts, an employee is allowed up to forty-eight (48) hours of family leave per calendar year for family illness which shall be charged against the employee's accumulated sick leave. Family as used in this subsection is limited to any relation by blood, marriage or adoption who is a member of the employee's household (under the same roof); and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, brother, sister, grandchild or grandparent of the employee, regardless of residence. Part-time benefited employees are allowed to use up to one-half of their annual accrual of sick leave for family leave purposes.
- F. Bereavement Leave. Regular full-time employees shall be entitled to take up to five (5) days of paid City bereavement leave per incident. The following terms and conditions apply:
- 1) Bereavement leave may only be used upon the death or critical illness where death appears to be imminent of the employee's immediate family. "Immediate family" as used in this subsection, shall be limited to any relation by blood, marriage or adoption, who is a member of the employee's household; and any parent, legal guardian, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, spouse, registered domestic partner, child, brother, or sister of the employee regardless of residence.
 - 2) Days of absence due to bereavement leave shall not exceed five (5) working days per incident and shall not be deducted from the employee's accumulated sick leave. An employee on bereavement leave shall inform the immediate supervisor of the fact and the reasons therefor as soon as possible. Failure to inform the immediate supervisor within a reasonable period of time may be cause for denial of bereavement leave with pay for the period of absence.
- G. Workers' Compensation Leave for Safety Employees. For the classifications of Fire Chief and Police Chief, salary continuance, including Labor Code Section 4850 leave, will be provided in accordance with current State Workers' Compensation laws and regulations.
- H. Workers' Compensation Leave for Non-Safety Employees. For the remaining classifications described in Appendices A and B herein, Workers' Compensation leave shall be granted as follows:
- 1) Employees who incur a work-related injury or illness will be eligible to receive Workers' Compensation benefits according to the State of California's Division of

Workers' Compensation (DWC) laws and regulations and benefits provided pursuant to this MOU.

- 2) Temporary Disability. A regular employee shall be granted Temporary Disability in accordance with the current State Workers' Compensation laws and regulations. When a regular employee is eligible to receive Temporary Disability payments, the City will contribute additional compensation to allow the employee to receive one hundred percent (100%) of their regular rate of pay, or provide full salary continuance, for three hundred and sixty-five (365) calendar days. Temporary Disability in excess of three hundred sixty-five (365) days will be provided subject to current State Workers' Compensation laws and regulations.
- 3) Claims Pending Compensation Determination. When a claim is pending a compensability decision while in a delayed or denied status, and the employee is losing time off from work, the employee can use their own accruals (sick, vacation, compensatory time, etc.). If the claim is accepted, the employee's accruals will be credited based on the dates that meet the Temporary Disability criteria under the State of California's Division of Workers' Compensation.
- 4) Physician Pre-Designation. Before a work-related injury, an employee may elect to pre-designate a qualified medical provider if done in accordance with the State of California's Division of Workers' Compensation laws and regulations.
- 5) Fringe Benefits. An employee receiving Temporary Disability benefits will continue to receive the City's contribution to the employee's medical, dental, vision, other applicable insurances. If the employee has exhausted Temporary Disability benefits, the employee shall be responsible for paying the full premium for the employee's medical, dental, vision, and other applicable insurances.

An employee receiving temporary disability payments in accordance with the current State of California Division of Workers' Compensation laws and regulations may use a prorated amount of accumulated leave (including sick leave, vacation, compensatory time, etc.) to supplement temporary disability payments to reach the amount equal to the employee's full regular pay until the employee's leave balances reach zero (0). At that time, the employee would commence an unpaid leave of absence.

- I. Family Care and Medical Leave (FCML). State and Federal laws require the City to provide family and medical care leave for eligible employees. The following provisions set forth employees' and employer's rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA) (Government Code Section 12945.2). Unless otherwise provided, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA. An employee's request for leave is subject to review and final approval of the Human Resources Director.

- 1) Amount of Leave. Eligible employees are entitled to a total of twelve (12) work weeks of leave during any 12-month period. An employee's entitlement to leave for the birth or

placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

The twelve (12) month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the City will look back over the previous twelve (12) month period to determine how much leave has been used in determining how much leave a member is entitled to.

- 2) Use of Other Accrued Leaves While on Leave. If an employee requests leave for any reason permitted under the law, the employee must exhaust all accrued leaves (except sick leave) in connection with the leave. This includes vacation, holiday, and other compensatory accruals. If an employee requests leave for the employee’s own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust sick leave. The exhaustion of accrued leave will run concurrently with the Family Care and Medical Leave.
- 3) Required Forms. Employees must fill out required forms, available in the Human Resources Department, including: Request for Family or Medical Leave; Medical Certification; Authorization for Payroll Deductions for benefit plan coverages (if applicable); and Fitness-for-Duty to return from leave.

SECTION 22. HEALTH INSURANCE.

The City contracts with CalPERS to make available those health insurance benefits provided under the Public Employees' Medical and Hospital Care Act (PEMHCA).

- A. Retired Annuitant. The City shall contribute toward the payment of premiums under the CalPERS Health Benefits Plan to each eligible retired annuitant of CalPERS to the extent required by law, which is one hundred fifty-eight dollars (\$158.00) per month effective January 1, 2025, or one hundred sixty-two dollars (\$162.00) per month effective January 1, 2026. contribution shall be adjusted annually on January 1st to the amount set by the CalPERS Board of Administration.
- B. Flexible Benefits Plan. The City shall provide a Section 125 Flexible Benefits Plan for active full-time and part-time eligible employees and pay the following monthly amounts to provide funds for optional health plans, dental plans, vision plans, health care reimbursement, dependent care, or cash as established by the Internal Revenue Service. The following amounts include the minimum amount required under PEMCHA, which is one hundred fifty-eight dollars (\$158.00) per month (\$162.00 for 2026). This contribution shall be adjusted annually on January 1st to the amount set by the CalPERS Board of Administration.

Effective Date	Executive Management	Senior Management
January 1, 2025	\$2,440.00	\$2,130.00
January 1, 2026	\$2,540.00	\$2,230.00

- C. Any amount in excess of the amount designated in Section 22B necessary to maintain benefits under any benefits plan selected by the employee shall be borne by the employee.
- D. An employee cannot be enrolled in the CalPERS Health Benefits Plan if a spouse is enrolled in the City or enrolled in an agency with CalPERS health, unless the employee (or the spouse) is enrolled without being covered as a family member. Additionally, an employee may choose not to be enrolled in the Health Benefits Plan. If an employee chooses not to be enrolled in the health plan, the employee must provide proof, as determined by the Human Resources Director, that comparable medical insurance is in full force and effect. Based on determination that insurance is in full force and effect, eligible employees shall receive the amount designated below.
- 1) Employees who were members of Top Management on or before December 31, 2020, OR have a hire date prior to July 1, 2019 (with the exception of the Police Chief and Fire Chief), shall receive indefinitely a capped fixed amount towards the Flexible Benefit Plan as follows: Executive Management shall receive two thousand two hundred sixty five dollars (\$2,265.00) per month, and members of Senior Management shall receive one thousand nine hundred fifty five dollars (\$1,955.00) per month.
 - 2) Employees in the classifications of Police Chief or Fire Chief with a hire date prior to March 29, 2020, shall receive indefinitely a capped fixed amount of two thousand two hundred sixty-five dollars (\$2,265.00) per month towards the Flexible Benefit Plan.
 - 3) For employees that do not meet the criteria of paragraphs 1 or 2 above, Executive Management shall receive seven hundred fifty dollars (\$750.00) per month, and members of Senior Management shall receive five hundred dollars (\$500.00) per month.

In the event an employee loses group medical insurance (with documentation), the employee must enroll in the CalPERS Health Benefits Plan pursuant to their rules and regulations. Failure to do so within sixty (60) days of losing group medical insurance shall result in the City seeking reimbursement of monthly waiver amounts paid to the employee.

SECTION 23. OTHER INSURANCES.

A. Life Insurance.

- 1) For Executive Management, the City shall contribute the full premium towards a two hundred thousand dollar (\$200,000.00) life insurance benefit.
- 2) For Senior Management, the City shall contribute the full premium towards a one hundred thousand dollar (\$100,000.00) life insurance benefit.

- B. **Disability Insurance.** The City shall provide a long-term disability plan with a long-term disability benefit of two-thirds of salary, after a sixty (60) day elimination period, to a maximum of twelve thousand dollar (\$12,000.00) per month for Executive Management, and a maximum of ten thousand dollar (\$10,000.00) per month for Senior Management.

- C. Medicare Insurance. The City shall pay for the employee's portion of the contribution for Medicare coverage for all employees hired after March 31, 1986.

SECTION 24. RETIREMENT.

- A. The City participates in the California Public Employees' Retirement System (CalPERS). This participation shall include, but is not limited to, the following retirement benefits:
- 1) Miscellaneous Retirement Formula – New Members. Miscellaneous employees who are New Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2% @ age 62 retirement formula as set forth in California Government Code Section 7522.20. These New Members are subject to the three (3) year final compensation measurement period as set forth in California Government Code Section 7522.32. These New Members shall contribute half of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in California Government Code Section 7522.30. In all other respects, New Members shall be subject to the terms and requirements of Public Employees' Pension Reform Act (PEPRA).
 - 2) Miscellaneous Retirement Formula – Classic Members. Miscellaneous employees who are not defined as New Members as outlined in Subsection 1 above are defined as Classic Members of CalPERS and are subject to the 2.7% @ age 55 retirement formula as set forth in Section 21354.5 of the California Government Code. These Classic Members are subject to the one (1) year final compensation measurement period set forth in California Government Code Section 20042. These Classic Members shall contribute 8% of their compensation earnable, on a pre-tax basis.
 - 3) Safety Retirement Formula – New Members. Safety employees who are New Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2.7% @ age 57 retirement formula as set forth in California Government Code Section 7522.25(d). These New Members are subject to the three (3) year final compensation measurement period set forth in California Government Code Section 7522.32. These New Members shall contribute half of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in California Government Code Section 7522.30(c). In all other respects, New Members shall be subject to the terms and requirements of PEPRA.
 - 4) Safety Retirement Formula – Classic Members. Safety employees who are not defined as New Members as outlined in Subsection 3 above are defined as Classic Members of CalPERS and are subject to the 3% @ age 50 retirement formula as set forth in Section 21362.2 of the California Government Code. These Classic Members are subject to the one (1) year final compensation measurement period as set forth in California Government Code Section 20042. These Classic Members shall contribute 9% of their compensation earnable, on a pre-tax basis.
 - 5) 1959 CalPERS Survivor Benefit. The City provides the 1959 CalPERS Survivor Benefit at the Fourth Level Option (California Government Code Section 21574) for all covered employees. Employees shall pay their two dollar (\$2.00) monthly contribution through payroll deduction. The City shall pay the employer portion

subject to the following limit: in the event the employer portion exceeds six dollars (\$6.00) monthly, employees shall pay any portion of the employer portion that exceeds six dollars (\$6.00) monthly.

- B. Money Purchase Retirement Plan. The City provides a Money Purchase Retirement Plan for employees covered by this Resolution. The City shall contribute an amount equal to three percent (3.0%) of the employees' base salary as shown in Appendices A and B toward an IRS Section 401(a) account. In lieu of this City provided benefit, the employee may elect to have added to the employee's base salary an additional three percent (3.0%), however this three percent (3.0%) is not reported to CalPERS as pensionable compensation. This election can be made only upon initial employment and is irrevocable.
- C. Retirement Health Savings Plan. Effective October 1, 2002, the City Council approved a Retirement Health Savings Plan for employees covered by this Resolution. Effective January 1, 2008, all Top Management employees are required to participate in the plan by making the following tax-deferred contributions to the plan:
- 1) The cash value of the employee's unused floating holiday hours at the end of each calendar year or upon separation from City service;
 - 2) The cash value of the employee's unused administrative leave balance at the end of each calendar year or upon retirement from City service and entering CalPERS as a retired annuitant; and
 - 3) The full cash value of the employee's unused sick leave payout upon retirement from City service (i.e., 50% of all unused sick leave hours for qualified employees) and entering CalPERS as a retired annuitant.

SECTION 25. OTHER FRINGE BENEFITS.

- A. Wellness Program. Senior Management employees may receive up to five hundred fifty dollars (\$550.00) per fiscal year, and Executive Management may receive up to eight hundred fifty dollars (\$850.00), towards reimbursement for items 1, 2, 3, and/or 4 below. Requests for the items below must be approved, prior to purchase or participation, by the Human Resources Director.
- 1) Membership in a health/fitness club.
 - 2) Participation in a weight loss/smoking cessation/wellness/fitness program.
 - 3) Fitness equipment (home gym equipment).
 - 4) An annual medical examination/scan where the content and extent of the examination of each individual shall be determined by the physician in charge and shall be tailored to the individual's particular needs.

The City will not reimburse employees for any of the above listed activities for family/dependent health related expenses. Employees with a future separation date on file are ineligible for this benefit.

- B. Educational Assistance & Professional Development. Educational assistance and Professional Development payments to an employee shall not exceed one thousand five hundred dollars (\$1,500.00) in any one fiscal year and the employee must still be employed by the City when the course or activity is completed. Participation and/or purchase must be approved in advance by the Department Head and the Human Resources Director. Employees with a future separation date on file are ineligible for this benefit.

The City will reimburse employees for the cost of tuition, textbooks, parking fees, and health fees required for approved community college and college courses, as well as job-required licensing, testing, renewal, and registration fees. An approved course is one designated to directly improve the knowledge of the employee relative to their specific job, and must be approved by the Department Head and the Human Resources Director prior to registration. Full reimbursement up to the amount specified below will be provided based upon completion of the approved course(s) with a final grade of C or better.

The City will also reimburse employees for the cost of activities which aid in their professional development. Reimbursable activities include the following:

- 1) Attendance at job-related professional conferences and seminars;
- 2) Payment of membership dues in community and professional organizations; and
- 3) Purchase of job-related professional journals, books, and other written materials which further their knowledge and improve their effectiveness in their duties.

The above reimbursable activities are intended to recognize and encourage staff to pursue educational and public relations-oriented activities beyond those normally budgeted for them by their departments and in which they are directed to participate. Approved activities are those which may be expected to further their knowledge of their jobs and the Orange community and which contribute to their improved effectiveness.

Individual departments may continue to budget funds for staff attendance at professional conferences and seminars, for payment of professional membership dues, and for the purchase of books, journals, and related written materials which enhance the staff's knowledge.

- C. Uniforms. The City shall pay and report to CalPERS the following values for uniform expenses: one thousand dollars (\$1,000.00) per year for the Fire Chief and Police Chief. This form of pay, also referred to as "Uniform Allowance", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(5). This uniform expenditure will not be reported to CalPERS as pensionable compensation for New Members hired on or after January 1, 2013, as defined by PEPA.
- D. Rideshare Incentive Program. An employee may receive thirty dollars (\$30.00) per month and eight (8) hours compensatory time every six (6) months for carpooling, using public transportation, biking, walking, or other approved modes of transportation to and from the work-site. To qualify for these incentives, an employee must use one of the above forms of transportation seventy percent (70%) of commuting time. This thirty dollar (\$30.00) per month compensation is not pension reportable pursuant to CalPERS Regulations.

- E. Technology Stipend. In lieu of being provided a City-issued cell phone pursuant to Section 1.63 of the City's Administrative Policy Manual, designated employees shall receive fifty dollars (\$50.00) per month as reimbursement for any and all cost related to the purchase and use of a cell phone for City-related business. For purposes of this section, designated employees are those that the Department Head have determined are required to carry cell phones so that they may be contacted when they are away from their office phone or computer. This fifty dollar (\$50.00) per month compensation is not pension reportable pursuant to CalPERS Regulations.

SECTION 26. DIRECT DEPOSIT.

All employees must participate in the City's direct deposit paycheck program.

SECTION 27. TRAVEL EXPENSE ALLOWED.

- A. Mileage Reimbursement. Expense claims for the use of private automobiles must be authorized by the Department Head, and submitted to the Accounts Payable Division of the Finance Department for reimbursement. Such use, where mileage is reimbursed, will be reimbursed at the rate per mile allowed under the current IRS regulations.
- B. Out-of-City Travel. If the estimated expense of contemplated travel outside of the City is too great to expect the employee to finance the trip and be reimbursed upon the employee's return, the City Manager may authorize advance payment of the estimated amount of the travel expense to the employee.
- C. Economy class airfare will be considered standard for out-of-town travel.
- D. Use of personal cars for out-of-City trips, within the State, may be approved by the City Manager when use of commercial transportation is not available or practical. If an employee prefers to use a personal car, the employee may be reimbursed mileage expenses as long as the expenses do not exceed the amount of the cost of the commercial transportation.
- E. Transportation and Expense Charges. Expenses for air, rail, or public transportation will be allowed whenever such transportation is necessary for conduct of City business. In addition, the following expenses and charges will be allowed, whenever necessary, for the conduct of City business.
 - 1) Expenses will be allowed for adequate lodging. Hotel accommodations shall be appropriate to the purpose of the trip and must be approved by the Department Head.
 - 2) Telephone charges will be allowed for official calls.
 - 3) Expenses for meals will be reimbursed according to Administrative Policy 4.13.

SECTION 28. GRIEVANCE PROCEDURE.

Any employee covered by this Resolution who wishes to file a grievance should follow the procedures outlined in the City's Employee Handbook.

SECTION 29. EFFECTIVE DATES.

This Resolution and Appendices hereto shall be effective as of July 1, 2025 and shall continue in full force and effect until June 30, 2026 unless otherwise amended.

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APPENDIX A

EXECUTIVE MANAGEMENT MONTHLY SALARY RANGES

EFFECTIVE AUGUST 25, 2024

3.0% Cost of Living Adjustment

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Administrative Services Director	754	15325	16109	16928	17793	18700	19653
Assistant City Manager	763	16030	16849	17706	18610	19560	20557
City Clerk Services Director	658	9494	9980	10487	11022	11585	12175
Community Development Director	744	14579	15325	16104	16927	17790	18697
Community Services Director	739	14220	14947	15707	16510	17352	18236
Finance Director	744	14579	15325	16104	16927	17790	18697
Fire Chief	769	16517	17362	18245	19177	20155	21182
Human Resources Director	739	14220	14947	15707	16510	17352	18236
Library Services Director	709	12244	12870	13524	14215	14940	15702
Police Chief	790	18344	19282	20262	21297	22383	23524
Public Works Director	744	14579	15325	16104	16927	17790	18697

EFFECTIVE JUNE 29, 2025

2.0% Across the Board Salary Increase

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Administrative Services Director	758	15635	16434	17269	18152	19077	20050
Assistant City Manager	767	16353	17189	18063	18986	19954	20971
City Clerk Services Director	662	9685	10181	10698	11244	11818	12420
Community Development Director	748	14873	15634	16428	17268	18148	19073
Community Services Director	743	14507	15249	16024	16842	17701	18604
Finance Director	748	14873	15634	16428	17268	18148	19073
Fire Chief	773	16851	17712	18613	19563	20561	21609
Human Resources Director	743	14507	15249	16024	16842	17701	18604
Library Services Director	713	12491	13129	13797	14502	15241	16018
Police Chief	794	18714	19671	20671	21726	22835	23999
Public Works Director	748	14873	15634	16428	17268	18148	19073

APPENDIX B

SENIOR MANAGEMENT MONTHLY SALARY RANGES

EFFECTIVE AUGUST 25, 2024
3.0% Cost of Living Adjustment

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Accounting Manager	648	9032	9495	9977	10486	11022	11583
Administrative Analyst I	568	6061	6370	6695	7036	7395	7772
Administrative Analyst II	588	6696	7039	7397	7774	8171	8588
Administrative Manager	638	8593	9033	9491	9976	10485	11020
Assistant City Attorney I	694	11362	11942	12550	13191	13863	14570
Assistant City Attorney II	704	11943	12553	13191	13865	14572	15315
Assistant Community Devel. Director	702	11824	12429	13060	13728	14428	15163
Assistant Community Services Director	689	11082	11648	12240	12866	13522	14211
Assistant Field Services Manager	669	10030	10542	11078	11644	12239	12862
Assistant Finance Director	689	11082	11648	12240	12866	13522	14211
Assistant Human Resources Director	689	11082	11648	12240	12866	13522	14211
Assistant Library Services Director	648	9032	9495	9977	10486	11022	11583
Assistant Public Works Director	714	12553	13195	13866	14574	15318	16098
Assistant to the City Manager	638	8593	9033	9491	9976	10485	11020
Assistant Water Manager	669	10030	10542	11078	11644	12239	12862
Budget Manager	638	8593	9033	9491	9976	10485	11020
Budget Officer	628	8175	8593	9029	9491	9975	10483
Building and Safety Manager	669	10030	10542	11078	11644	12239	12862
Chief Building Official	689	11082	11648	12240	12866	13522	14211
Crime Analyst	586	6630	6969	7324	7697	8090	8503
Deputy City Clerk	590	6764	7109	7470	7852	8253	8673
Deputy City Manager	702	11824	12429	13060	13728	14428	15163
Deputy Public Works Director	704	11943	12553	13191	13865	14572	15315
Economic Development Manager	689	11082	11648	12240	12866	13522	14211
Economic Development Project Manager	638	8593	9033	9491	9976	10485	11020
Emergency Manager	653	9261	9734	10229	10751	11300	11875
Employee Benefits Analyst	581	6467	6796	7144	7508	7890	8293
Executive Assistant	535	5141	5403	5679	5969	6273	6593
Executive Assistant to the Chief	555	5680	5970	6274	6595	6930	7284
Field Services Manager	689	11082	11648	12240	12866	13522	14211
Finance Manager	620	7856	8257	8676	9119	9585	10074
Financial Analyst	592	6831	7181	7545	7931	8336	8760
Housing Manager	638	8593	9033	9491	9976	10485	11020

APPENDIX B (CONTINUED)

**SENIOR MANAGEMENT
MONTHLY SALARY RANGES**

EFFECTIVE AUGUST 25, 2024

3.0% Cost of Living Adjustment

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Human Resources Analyst I	573	6214	6530	6864	7214	7582	7969
Human Resources Analyst II	600	7110	7473	7853	8254	8675	9116
Human Resources Manager	669	10030	10542	11078	11644	12239	12862
Information Technology Manager	689	11082	11648	12240	12866	13522	14211
Information Technology Project Manager	669	10030	10542	11078	11644	12239	12862
Intergovernmental & Comm Affairs Mgr	680	10595	11137	11703	12301	12928	13587
Internal Audit Manager	638	8593	9033	9491	9976	10485	11020
Investment/Revenue Officer	608	7399	7778	8172	8590	9028	9488
Manager of Trans Svcs/City Traffic Eng	689	11082	11648	12240	12866	13522	14211
Network/Security Analyst	619	7817	8216	8633	9074	9538	10023
Parks and Facilities Manager	669	10030	10542	11078	11644	12239	12862
Payroll Manager	638	8593	9033	9491	9976	10485	11020
Planning Manager	689	11082	11648	12240	12866	13522	14211
Principal Civil Engineer	669	10030	10542	11078	11644	12239	12862
Principal Planner	658	9494	9980	10487	11022	11585	12175
Public Affairs & Information Manager	638	8593	9033	9491	9976	10485	11020
Public Works Administrator	638	8593	9033	9491	9976	10485	11020
Purchasing Officer	620	7856	8257	8676	9119	9585	10074
Recreation Services Manager	659	9541	10030	10539	11077	11643	12236
Risk Management Analyst	571	6152	6466	6795	7143	7507	7889
Risk Manager	673	10232	10755	11302	11879	12485	13121
Senior Administrative Analyst	618	7778	8175	8590	9029	9490	9974
Senior Assistant City Attorney	724	13195	13870	14575	15320	16101	16922
Senior Assistant to the City Manager	669	10030	10542	11078	11644	12239	12862
Senior Econ Development Project Mgr	664	9782	10283	10806	11357	11937	12545
Senior Executive Assistant to the City Council and the City Manager	585	6597	6934	7287	7659	8050	8461
Senior Housing Manager	664	9782	10283	10806	11357	11937	12545
Senior Human Resources Analyst	630	8257	8679	9120	9586	10075	10588
Senior Library Manager	628	8175	8593	9029	9491	9975	10483
Systems Analyst	619	7817	8216	8633	9074	9538	10023
Water Manager	689	11082	11648	12240	12866	13522	14211

APPENDIX B (CONTINUED)

SENIOR MANAGEMENT MONTHLY SALARY RANGES

EFFECTIVE JUNE 29, 2025

2.0% Across the Board Salary Increase

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Accounting Manager	652	9214	9686	10178	10697	11244	11816
Administrative Analyst I	572	6183	6498	6830	7178	7544	7929
Administrative Analyst II	592	6831	7181	7545	7931	8336	8760
Administrative Manager	642	8766	9215	9682	10177	10696	11242
Assistant City Attorney I	698	11590	12183	12802	13456	14143	14864
Assistant City Attorney II	708	12183	12806	13457	14145	14866	15624
Assistant Community Devel. Director	706	12062	12679	13324	14004	14718	15469
Assistant Community Services Director	693	11305	11883	12487	13125	13794	14498
Assistant Field Services Manager	673	10232	10755	11302	11879	12485	13121
Assistant Finance Director	693	11305	11883	12487	13125	13794	14498
Assistant Human Resources Director	693	11305	11883	12487	13125	13794	14498
Assistant Library Services Director	652	9214	9686	10178	10697	11244	11816
Assistant Public Works Director	718	12806	13461	14145	14868	15626	16423
Assistant to the City Manager	642	8766	9215	9682	10177	10696	11242
Assistant Water Manager	673	10232	10755	11302	11879	12485	13121
Budget Manager	642	8766	9215	9682	10177	10696	11242
Budget Officer	632	8340	8766	9211	9682	10176	10694
Building and Safety Manager	673	10232	10755	11302	11879	12485	13121
Chief Building Official	693	11305	11883	12487	13125	13794	14498
Crime Analyst	590	6764	7109	7470	7852	8253	8673
Deputy City Clerk	594	6900	7253	7621	8010	8419	8848
Deputy City Manager	706	12062	12679	13324	14004	14718	15469
Deputy Public Works Director	708	12183	12806	13457	14145	14866	15624
Economic Development Manager	693	11305	11883	12487	13125	13794	14498
Economic Development Project Manager	642	8766	9215	9682	10177	10696	11242
Emergency Manager	657	9448	9930	10435	10968	11528	12114
Employee Benefits Analyst	585	6597	6934	7287	7659	8050	8461
Executive Assistant	539	5245	5512	5794	6089	6400	6725
Executive Assistant to the Chief	559	5795	6090	6401	6727	7070	7431
Field Services Manager	693	11305	11883	12487	13125	13794	14498
Finance Manager	624	8014	8423	8851	9303	9779	10276
Financial Analyst	596	6969	7325	7697	8091	8504	8937
Housing Manager	642	8766	9215	9682	10177	10696	11242

APPENDIX B (CONTINUED)

SENIOR MANAGEMENT MONTHLY SALARY RANGES

EFFECTIVE JUNE 29, 2025

2.0% Across the Board Salary Increase

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Human Resources Analyst I	577	6339	6663	7002	7359	7735	8129
Human Resources Analyst II	604	7253	7624	8011	8420	8850	9300
Human Resources Manager	673	10232	10755	11302	11879	12485	13121
Information Technology Manager	693	11305	11883	12487	13125	13794	14498
Information Technology Project Manager	673	10232	10755	11302	11879	12485	13121
Intergovernmental & Comm Affairs Mgr	684	10809	11361	11939	12549	13189	13861
Internal Audit Manager	642	8766	9215	9682	10177	10696	11242
Investment/Revenue Officer	612	7548	7934	8337	8763	9210	9679
Manager of Trans Svcs/City Traffic Eng	693	11305	11883	12487	13125	13794	14498
Network/Security Analyst	623	7974	8381	8807	9257	9730	10225
Parks and Facilities Manager	673	10232	10755	11302	11879	12485	13121
Payroll Manager	642	8766	9215	9682	10177	10696	11242
Planning Manager	693	11305	11883	12487	13125	13794	14498
Principal Civil Engineer	673	10232	10755	11302	11879	12485	13121
Principal Planner	662	9685	10181	10698	11244	11818	12420
Public Affairs & Information Manager	642	8766	9215	9682	10177	10696	11242
Public Works Administrator	642	8766	9215	9682	10177	10696	11242
Purchasing Officer	624	8014	8423	8851	9303	9779	10276
Recreation Services Manager	663	9734	10232	10752	11300	11878	12482
Risk Management Analyst	575	6276	6596	6933	7286	7658	8049
Risk Manager	677	10438	10972	11529	12118	12736	13386
Senior Administrative Analyst	622	7934	8340	8763	9211	9681	10174
Senior Assistant City Attorney	728	13461	14149	14869	15628	16425	17263
Senior Assistant to the City Manager	673	10232	10755	11302	11879	12485	13121
Senior Econ Development Project Mgr	668	9980	10490	11023	11586	12178	12798
Senior Emergency Medical Svcs Mgr	693	11305	11883	12487	13125	13794	14498
Senior Executive Assistant to the City Council and the City Manager	589	6730	7074	7433	7813	8212	8630
Senior Housing Manager	668	9980	10490	11023	11586	12178	12798
Senior Human Resources Analyst	634	8423	8854	9304	9779	10278	10802
Senior Library Manager	632	8340	8766	9211	9682	10176	10694
Systems Analyst	623	7974	8381	8807	9257	9730	10225
Water Manager	693	11305	11883	12487	13125	13794	14498



Agenda Item

Orange City Council

Item #: 9.2.

11/12/2025

File #: 25-0600

TO: Honorable Mayor and Members of the City Council

FROM: Jarad Hildenbrand, City Manager

1. SUBJECT

Consider changes to Resolution No. 11597 regarding the City's Safe and Sane Fireworks program.

2. SUMMARY

On February 11, 2025, the Orange City Council adopted Resolution No. 11597 establishing the fees, rules, regulations, and lottery process for the City's Safe and Sane Fireworks program. With the City's first year of the Safe and Sane Fireworks program now completed, staff is proposing possible changes to the program for the 2026 4th of July holiday.

3. RECOMMENDED ACTION

Consider possible changes to the City's Safe and Sane Fireworks program and provide direction to staff.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services.

Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

On February 11, 2025, the Orange City Council adopted Resolution No. 11597. This resolution established the following rules and procedures for the City's Safe and Sane Fireworks program:

- The fee calculation process pursuant to California Health and Safety Code Section 12635.5.
- The application and lottery process to receive a Safe and Sane Fireworks permit.
- The maximum number of permits that may be issued to Qualified Organizations (as defined in Orange Municipal Code Section 8.13) per year.
- The local high schools that are automatically allotted a permit each year.
- The rules regarding affiliated organizations to qualifying non-profit groups and educational institutions; and
- Insurance and indemnity requirements.

With the City's first year of the Safe and Sane fireworks program now over, staff has received

feedback on ways to further improve and streamline the current process. These suggestions include:

1. Reducing the number of maximum permits to eight.
2. Moving the application process back to January with the lottery and selection process occurring in February or March.
3. Two competing suggestions have been provided that include:
 - A. Changes to Permit Duration: Extend the permit timeframe to two years so Qualified Organizations can organize volunteers and have everything prepared well in advance of the 4th of July season; **or**
 - B. Remove Qualified Organizations from the lottery for one year after participation: If a Qualifying Organization receives a permit and participates in the Safe and Sane Fireworks program, then the Qualifying Organization will be removed from the subsequent lottery process the following year. After a year has passed, then the Qualifying Organization will be able to participate in the lottery process.
4. Remove Section E of Resolution No. 11597. This section states that no affiliated organization of a participating non-profit or educational institution may apply to enter the Safe and Sane lottery. This section's intent is to keep applications down to one per participating non-profit or educational institution. Staff recognize that many groups are interconnected and linked to one another. To simplify this process, staff suggest this section be removed. Aside from the other requirements detailed in the Orange Municipal Code (e.g., that groups must be a 501 (c) (3) or other charity as defined by federal or state law), by removing this section, the only remaining qualifications include:
 - That the groups must be organized for veterans, patriotic, welfare, civic betterment, religious, athletic, educational, youth development or charitable purposes.
 - That they have their principal and permanent meeting place within the City.
 - They provide direct and regular community services and benefits to the residents of the City.
 - Have bona fide members who either reside, work, or are owners or operators of a business or other establishment in the City.

Staff is seeking direction on whether the above changes should be incorporated into the City's Safe and Sane Fireworks program. Should the City Council direct staff to make any of these changes, staff will bring back a revised resolution for the City Council's consideration.

7. ATTACHMENTS

- Resolution No. 11597



Agenda Item

Orange City Council

Item #: 9.2.

11/12/2025

File #: 25-0600

TO: Honorable Mayor and Members of the City Council

FROM: Jarad Hildenbrand, City Manager

1. SUBJECT

Consider changes to Resolution No. 11597 regarding the City's Safe and Sane Fireworks program.

2. SUMMARY

On February 11, 2025, the Orange City Council adopted Resolution No. 11597 establishing the fees, rules, regulations, and lottery process for the City's Safe and Sane Fireworks program. With the City's first year of the Safe and Sane Fireworks program now completed, staff is proposing possible changes to the program for the 2026 4th of July holiday.

3. RECOMMENDED ACTION

Consider possible changes to the City's Safe and Sane Fireworks program and provide direction to staff.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services.

Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

On February 11, 2025, the Orange City Council adopted Resolution No. 11597. This resolution established the following rules and procedures for the City's Safe and Sane Fireworks program:

- The fee calculation process pursuant to California Health and Safety Code Section 12635.5.
- The application and lottery process to receive a Safe and Sane Fireworks permit.
- The maximum number of permits that may be issued to Qualified Organizations (as defined in Orange Municipal Code Section 8.13) per year.
- The local high schools that are automatically allotted a permit each year.
- The rules regarding affiliated organizations to qualifying non-profit groups and educational institutions; and
- Insurance and indemnity requirements.

With the City's first year of the Safe and Sane fireworks program now over, staff has received

feedback on ways to further improve and streamline the current process. These suggestions include:

1. Reducing the number of maximum permits to eight.
2. Moving the application process back to January with the lottery and selection process occurring in February or March.
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 - A. Changes to Permit Duration: Extend the permit timeframe to two years so Qualified Organizations can organize volunteers and have everything prepared well in advance of the 4th of July season; **or**
 - B. Remove Qualified Organizations from the lottery for one year after participation: If a Qualifying Organization receives a permit and participates in the Safe and Sane Fireworks program, then the Qualifying Organization will be removed from the subsequent lottery process the following year. After a year has passed, then the Qualifying Organization will be able to participate in the lottery process.
4. Remove Section E of Resolution No. 11597. This section states that no affiliated organization of a participating non-profit or educational institution may apply to enter the Safe and Sane lottery. This section's intent is to keep applications down to one per participating non-profit or educational institution. Staff recognize that many groups are interconnected and linked to one another. To simplify this process, staff suggest this section be removed. Aside from the other requirements detailed in the Orange Municipal Code (e.g., that groups must be a 501 (c) (3) or other charity as defined by federal or state law), by removing this section, the only remaining qualifications include:
 - That the groups must be organized for veterans, patriotic, welfare, civic betterment, religious, athletic, educational, youth development or charitable purposes.
 - That they have their principal and permanent meeting place within the City.
 - They provide direct and regular community services and benefits to the residents of the City.
 - Have bona fide members who either reside, work, or are owners or operators of a business or other establishment in the City.

Staff is seeking direction on whether the above changes should be incorporated into the City's Safe and Sane Fireworks program. Should the City Council direct staff to make any of these changes, staff will bring back a revised resolution for the City Council's consideration.

7. ATTACHMENTS

- Resolution No. 11597

RESOLUTION NO. 11597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 11593 TO REESTABLISH A FEE AND ADOPT RULES AND REGULATIONS REGARDING THE NUMBER OF PERMITS AS WELL AS THE APPLICATION AND LOTTERY PROCESS TO SELL "SAFE AND SANE" FIREWORKS PURSUANT TO ORANGE MUNICIPAL CODE CHAPTER 8.13.

WHEREAS, City of Orange voters approved Ordinance No. 10-24 allowing for the use, possession and discharge of "safe and sane" fireworks; and

WHEREAS, Ordinance No. 10-24 repealed and replaced the then-existing Orange Municipal Code Chapter 8.13; and

WHEREAS, Orange Municipal Code Chapter 8.13, as established by Ordinance No. 10-24, provides that the City shall permit the sale, possession and discharge of "safe and sane" fireworks for private display within the City, in accordance with rules and regulations adopted by ordinance or resolution of the City Council, relating to the following: who may sell fireworks, the time periods in which they may be sold and discharged, the location where they may be discharged and the manner in which they may be discharged, stored, disposed of etc., Permits which may be required relating to fireworks, and similar provisions to protect the public health, safety, and welfare; and

WHEREAS, the City Council desires to adopt this Resolution to rescind and replace Resolution No. 11593 and reestablish rules and regulations regarding the number of Permits allowed each year as well as the application and lottery process to receive a Permit as defined in Orange Municipal Code Chapter 8.13.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1:

Resolution No. 11593 is hereby rescinded and replaced upon the effective date of this resolution.

SECTION 2:

The City Manager is hereby authorized to implement this resolution pursuant to Orange Municipal Code Chapter 8.13.

SECTION 3:

The maximum number of Permits issued to Qualified Organizations, shall be 12 Permits per year.

- A. Four of the maximum number of Permits shall be for Orange High School, El Modena High School, Richland Continuation High School, and Orange Lutheran High School. The Permit for each high school shall incorporate all of the high school sports teams, affiliated civic groups, student groups, booster clubs, other school organizations, etc. Each high school shall be responsible for how the Permit is administered and utilized. None of the aforementioned high schools are required to complete an application for the lottery since each high school will automatically receive a Permit to sell Safe and Sane Fireworks. In the event that any of the four high schools elects to not participate in the sale of Safe and Sane Fireworks, then the Permit will be included as an additional lottery Permit available to qualified organizations.
- B. All other Qualified Organizations interested in receiving a Permit must file applications with the City Manager's Office or its designee beginning the first business day of March, continuing up to 5:30 p.m. on the last business day in March of the same year, at which time the filing period for that year will be closed.
- C. In drawing from the pool of Qualified Organizations that submitted completed applications, the City Manager's Office or its designee shall conduct a lottery during a City Council meeting using some means of random selection. The first 8 applicants to be randomly selected shall be granted a Permit upon completion of all Permit application requirements. An additional number of applicants shall be randomly selected in the event that one or more of the initial 8 applicants fails to obtain a Permit. Additional applicants shall be considered for a Permit in the order they were drawn.
- D. In addition to the requirements of Orange Municipal Code Chapter 8.13, Qualified Organizations must be organized primarily for veterans, patriotic, welfare, civic betterment, religious, athletic, educational, youth development or charitable purposes; must have their principal and permanent meeting place within the City; provide direct and regular community services and benefits to the residents of the City; and have bona fide members who either reside in the City, are employed in the City, or are owners or operators of a business or other establishment located in the City.
- E. Qualified Organizations may only submit one application to be included in the lottery for a Safe and Sane Fireworks Permit. If more than one application is submitted on behalf of any nonprofit organization or educational institution, including from their respective affiliated organizations, the City shall disregard one or all of the applications at its sole discretion. Any attempt to transfer an application shall void that application and may preclude an applicant from participating in the lottery in future years.
- F. On forms and applications provided by the City, Qualified Organizations shall provide:

- a. The proposed location of the fireworks stand.
- b. The name, address and 24-hour telephone number of one or more responsible adults who will be in charge of and responsible for the fireworks stand during the period fireworks are sold, displayed, or stored at such location.
- c. Written permission from the owner of record and/or lessor and/or management company of the property upon which said fireworks stand is proposed to be located.
- d. Proof of the applicant' s status as a Qualified Organization.
- e. Date when the applicant was organized and established.
- f. The names and addresses of the officers, if any, of the applicant.
- g. The name, address, and California State Fire Marshal's license number of any wholesaler or distributor from whom the Qualified Organization proposes to purchase for resale.
- h. The manner, method, and times regarding how the applicant proposes to sell Safe and Sane Fireworks.
- i. A copy of the requisite retail sales Permit issued by the Office of the California State Fire Marshal.
- j. Copy of a City of Orange business license.
- k. Evidence of a temporary sales tax Permit from the California State Board of Equalization.

This shall be not be construed as to limit the City from requesting additional information to effectuate the intent and purposes of this Resolution and Orange Municipal Code Chapter 8.13.

SECTION 4:

Permittees shall provide certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's rating of no less than an A.

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The City of Orange its officers, elected or appointed officials,

employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement.

- B. Any deductibles, self-insured retentions, or similar forms of coverage limitations or modifications must be declared to and approved by the City.
- C. Permittee shall include all sub-Permittees or subcontractors, if any, as insured under its policies or shall furnish separate certificates and endorsements for each sub-Permittees or subcontractors. All coverage for sub-Permittees shall be subject to all of the requirements stated herein.

SECTION 5:

Permittees agree, as a condition of receiving a Permit, to protect, defend, indemnify, and hold harmless, the City, the City Council, the City's officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands, and defense costs, however caused, resulting from death or injury and/or damage to property, arising directly or indirectly out of the obligations or operations undertaken by Permittee by virtue of the Permit issuance, caused in whole or in part by any act or omission of the Permittee, any subcontractors, anyone directly or indirectly employed, volunteers, or anyone for whose acts any of them may be liable, including but not limited to, concurrent active negligence, except where caused by the sole active negligence or willful misconduct of the City.

In the event of an injury, claim, lawsuit, or any other dispute, the Permittee will conduct all legal defenses to those injuries, claims, lawsuits, or any other disputes, including the defense of the City if applicable, at its sole cost and expense, and at no cost or expense to the City.

The City shall approve selection of Permittee's counsel. This defense and indemnity obligation shall apply to all claims and liability regardless of whether any defenses and insurance policies are applicable. The policy limits do not act as a limitation upon the indemnification to be provided by Permittee.

SECTION 6:

Pursuant to Section 12635.5 of the Health and Safety Code, the City will require each applicant receiving a Permit to pay a fee to the City a pro rata portion of the actual and reasonable costs the City incurred that is related to any of the following:

- (1) Processing and issuing Permits.
- (2) Inspection of fireworks stands.
- (3) Public education and awareness campaigns regarding the safe and responsible use of safe and sane fireworks, and the dangers and risks posed by the use of illegal fireworks.

- (4) Enforcing the provisions of the code of the City with respect to the sale and use of safe and sane fireworks, including extra personnel time and cleanup of the fireworks trash and debris. "Extra personnel time" means employee or contracted employee time that the City would not otherwise incur but for the sale and use of safe and sane fireworks.
- (5) Fire operation and suppression efforts that are directly related to safe and sane fireworks.

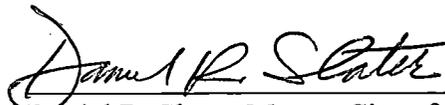
Costs shall be allocated among Permittees in proportion to gross sales as shown on each Permittee's sales and use tax return for the applicable period.

The pro rata share of costs shall not exceed 7 percent of the gross sales of the fireworks sold in the City during the applicable period. The fee will be calculated annually and due September 2nd.

SECTION 7:

The City Council hereby determines that the adoptions of Measure AA, Resolution 11593, this resolution, and Ordinance No. 01-25 are exempt from review under the California Environmental Quality Act because allowing and regulating safe and sane fireworks sales in the City on the Fourth of July cannot be expected to have a significant environmental effect because such sales already occur without compliance with law or regulation to ensure the public health, safety and welfare, and therefore this project regulates existing activity for the protection of the environment and other public values rather than allowing wholly new activity. Therefore, these provisions of the State CEQA Guidelines apply: section 15061(b)(3) – the "common sense" exception, section 15305 – the categorical exemption for minor alterations to land use limitations, and section 15308 – the categorical exemption for actions by regulatory agencies to protect the environment.

ADOPTED this 11th day of February, 2025



Daniel R. Slater, Mayor, City of Orange

ATTEST:



Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:


Mike Vigliotta, City Attorney, City of Orange
Nathalie Adourian for Mike Vigliotta.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 11th day of February 2025 by the following vote:

AYES: COUNCILMEMBERS: Bilodeau, Dumitru, Tavoularis, Gyllenhammer, Slater
NOES: COUNCILMEMBERS: Barrios
ABSENT: COUNCILMEMBERS: Gutierrez


Pamela Coleman, City Clerk, City of Orange



Agenda Item

Orange City Council

Item #: 10.1.

11/12/2025

File #: 25-0636

TO: Honorable Mayor and Members of the City Council

FROM: Jarad Hildenbrand, City Manager

1. SUBJECT

Introduction and First Reading of Ordinance No. 19-25 amending Chapter 2.10 of Title 2 of the Orange Municipal Code relating to controlled committee contributions, as well as the process to incorporate amendments and additional requirements to Chapter 2.10.

2. SUMMARY

The proposed Ordinance will make select changes to Orange Municipal Code Sections 2.10.090 and 2.10.240 regarding controlled committee contributions and the process to amend Chapter 2.10.

3. RECOMMENDED ACTION

Introduce and conduct First Reading of Ordinance No. 19-25. An Ordinance of the City Council of the City of Orange amending Sections 2.10.090 and 2.10.240 of the Orange Municipal Code to prohibit transfers of contributions from candidate-controlled committees to City Candidate Committees, to prohibit Candidate-Controlled or Elected Officer-Controlled Committees from making contributions to any committee supporting or opposing a City Candidate for office, and to clarify procedures for amending campaign contribution limitations.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

On May 28, 2024, the Orange City Council adopted Ordinance No. 09-24. This ordinance made select changes to Orange Municipal Code Section 2.10.090 regarding contributions from controlled committees. Before Ordinance No. 09-24, the City did not allow City Candidates or Elective City Officers contribute funds from their respective controlled committees to any other committee that supported or opposed other City Candidates. Ordinance No. 09-24 removed this prohibition.

Per City Council direction on October 28, 2025, Ordinance No. 19-25 reestablishes these prohibitions while modifying the process to amend or change Orange Municipal Code Chapter 2.10. Provided below are the more significant changes proposed in Ordinance No. 19-25

- City Candidates, Elective City Officers, or their controlled committees cannot accept contributions from committees controlled by a federal, state, or local candidate or office holder.
- Any changes to contribution limitations as detailed in Chapter 2.10 may occur provided it does

not take effect 90 days prior or after an election.

- That any technical, non-substantive changes to Chapter 2.10 may occur with a simple majority (4/7) vote of the City Council.
- If any amendments or revocation of Chapter 2.10 do not further the purpose statement as written in Section 2.10.020, then those proposals shall only be approved after being submitted to the voters and approved by majority vote. For reference, provided below is the purpose statement:

Section 2.10.020 Purpose.

The purposes of this chapter are: (1) to preserve the integrity of the City's election process through public disclosure of contributions; (2) to maintain public trust in City government and its elected officials; (3) to encourage participation in City elections; (4) to ensure the neutrality and appearance of neutrality by the City in elections; (5) to prevent corruption or the appearance thereof that can be caused by large contributions; and (6) to prevent evasion of contribution limits by the funneling or laundering of contributions.

7. ATTACHMENTS

- Ordinance No. 19-25 Clean
- Ordinance No. 19-25 Redline



Agenda Item

Orange City Council

Item #: 10.1.

11/12/2025

File #: 25-0636

TO: Honorable Mayor and Members of the City Council

FROM: Jarad Hildenbrand, City Manager

1. SUBJECT

Introduction and First Reading of Ordinance No. 19-25 amending Chapter 2.10 of Title 2 of the Orange Municipal Code relating to controlled committee contributions as well as the process to incorporate amendments and additional requirements to Chapter 2.10.

2. SUMMARY

The proposed Ordinance will make select changes to Orange Municipal Code Sections 2.10.090 and 2.10.240 regarding controlled committee contributions and the process to amend Chapter 2.10.

3. RECOMMENDED ACTION

Introduce and conduct First Reading of Ordinance No. 19-25. An Ordinance of the City Council of the City of Orange amending Sections 2.10.090 and 2.10.240 of the Orange Municipal Code to prohibit transfers of contributions from candidate-controlled committees to City Candidate Committees, to prohibit Candidate-Controlled or Elected Officer-Controlled Committees from making contributions to any committee supporting or opposing a City Candidate for office, and to clarify procedures for amending campaign contribution limitations.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

On May 28, 2024, the Orange City Council adopted Ordinance No. 09-24. This ordinance made select changes to Orange Municipal Code Section 2.10.090 regarding contributions from controlled committees. Before Ordinance No. 09-24, the City did not allow City Candidates or Elective City Officers contribute funds from their respective controlled committees to any other committee that supported or opposed other City Candidates. Ordinance No. 09-24 removed this prohibition.

Per City Council direction on October 28, 2025, Ordinance No. 19-25 reestablishes these prohibitions while modifying the process to amend or change Orange Municipal Code Chapter 2.10. Provided below are the more significant changes proposed in Ordinance No. 19-25

- City Candidates, Elective City Officers, or their controlled committees cannot accept contributions from committees controlled by a federal, state, or local candidate or office holder.
- Any changes to contribution limitations as detailed in Chapter 2.10 may occur provided it does

not take effect 90 days prior or after an election.

- That any technical, non-substantive changes to Chapter 2.10 may occur with a simple majority (4/7) vote of the City Council.
- If any amendments or revocation of Chapter 2.10 do not further the purpose statement as written in Section 2.10.020, then those proposals shall only be approved after being submitted to the voters and approved by majority vote. For reference, provided below is the purpose statement:

Section 2.10.020 Purpose.

The purposes of this chapter are: (1) to preserve the integrity of the City's election process through public disclosure of contributions; (2) to maintain public trust in City government and its elected officials; (3) to encourage participation in City elections; (4) to ensure the neutrality and appearance of neutrality by the City in elections; (5) to prevent corruption or the appearance thereof that can be caused by large contributions; and (6) to prevent evasion of contribution limits by the funneling or laundering of contributions.

7. ATTACHMENTS

- Ordinance No. 19-25 Clean
- Ordinance No. 19-25 Redline

ORDINANCE NO. 19-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING SECTIONS 2.10.090 AND 2.10.240 OF THE ORANGE MUNICIPAL CODE TO PROHIBIT TRANSFERS OF CONTRIBUTIONS FROM CANDIDATE-CONTROLLED COMMITTEES TO CITY CANDIDATE COMMITTEES, TO PROHIBIT CANDIDATE-CONTROLLED OR ELECTED OFFICER-CONTROLLED COMMITTEES FROM MAKING CONTRIBUTIONS TO ANY COMMITTEE SUPPORTING OR OPPOSING A CITY CANDIDATE FOR OFFICE, AND TO CLARIFY PROCEDURES FOR AMENDING CAMPAIGN CONTRIBUTION LIMITATIONS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

Section 2.10.090 of the Orange Municipal Code, “Administration and Personnel – Campaign Reform -- Contributions from Committees,” is hereby amended to read as follows:

2.10.090 – Contributions from Committees.

- A.** Inter-Candidate Transfers. No contributions shall be accepted by any City Candidate or Elective City Officer, or their controlled committees, from any other committee controlled by a federal, state, or local candidate or office holder.
- B.** Intra-Candidate Transfers. If a City Candidate has more than one controlled committee, any transfers into that Candidate's City Candidate Committee shall be governed by the following rules:
 - 1.** Transferred contributions shall be deemed contributed during the election cycle in which they are transferred to the receiving City Candidate Committee.
 - 2.** Transferred contributions shall be attributed to each contributor on a last in-first out (LIFO) basis and shall be aggregated with any contributions made by such contributor directly to the City Candidate Committee in the same election cycle and shall be subject to the contribution limits of this chapter. Transferred contributions shall be itemized on Schedule A of Form 460 or any successor form, and shall identify the transferor committee for those contributions being transferred.

3. A one-time transfer shall be made at the time the City Candidate forms his/her controlled committee. Subsequent contributions received by the transferor committee on or after the date the City Candidate formed a committee to run for City office may not be transferred to the transferee committee established for that City office.
- C. No person or committee shall accept or make any contribution that is conditioned upon all or part of the contribution being transferred to a City Candidate Committee or otherwise violates Government Code Section 84301. Any contributions received in violation of this subsection shall be paid by the City Candidate to the City's general fund within 60 days of discovery of the violation.

SECTION II:

Section 2.10.240 of the Orange Municipal Code, "Administration and Personnel – Campaign Reform – Amendments and Additional Requirements," is hereby amended to read as follows:

2.10.240 – Amendments and Additional Requirements.

- A. The City Council may review the contribution limitations contained in this chapter at any time and determine whether such limitations shall be increased, decreased, or remain the same. In the event the City Council determines that such limitations should be amended, it shall do so by holding a public hearing and adopting an ordinance reflecting such amendments. No adjustments may take effect ninety (90) days prior to election or ninety (90) days after an election.
- B. Nothing in this chapter prevents the Orange City Council by a majority (4/7) vote from amending this chapter to make technical non-substantive changes that further the purposes of this chapter.
- C. Any repeal of this chapter or amendments that do not further the purposes of this chapter as stated in Section 2.10.020 shall first have been submitted to the electors of the City and approved by a majority vote.

SECTION III:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION IV:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this _____ day of _____, 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ___ day of _____, 2025, and thereafter at the regular meeting of said City Council duly held on the ___ day of _____, 2025 was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

ORDINANCE NO. 19-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING SECTIONS 2.10.090 AND 2.10.240 OF THE ORANGE MUNICIPAL CODE TO PROHIBIT TRANSFERS OF CONTRIBUTIONS FROM CANDIDATE-CONTROLLED COMMITTEES TO CITY CANDIDATE COMMITTEES, TO PROHIBIT CANDIDATE-CONTROLLED OR ELECTED OFFICER-CONTROLLED COMMITTEES FROM MAKING CONTRIBUTIONS TO ANY COMMITTEE SUPPORTING OR OPPOSING A CITY CANDIDATE FOR OFFICE, AND TO CLARIFY PROCEDURES FOR AMENDING CAMPAIGN CONTRIBUTION LIMITATIONS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

Section 2.10.090 of the Orange Municipal Code, "Administration and Personnel – Campaign Reform -- Contributions from Committees," is hereby amended to read as follows:

2.10.090 – Contributions from Committees.

- A. ~~Contributions Transferred from Committees. Contributions from candidate controlled committees to a City Candidate Committee are permitted.~~ Inter-Candidate Transfers. No contributions shall be accepted by any City Candidate or Elective City Officer, or their controlled committees, from any other committee controlled by a federal, state, or local candidate or office holder.
- B. ~~Contributions Transferred Between Controlled Committees by the Same City Candidate.~~ Intra-Candidate Transfers. If a City Candidate has more than one controlled committee, any transfers into ~~the City~~ that Candidate's City Candidate Committee shall be governed by the following rules:
1. Transferred contributions shall be deemed contributed during the election cycle in which they are transferred to the receiving City Candidate Committee.
 2. Transferred contributions shall be attributed to each contributor on a last in-first out (LIFO) basis and shall be aggregated with any contributions made by such contributor directly to the City Candidate Committee in the same election cycle and shall be subject to the contribution limits of this chapter. Transferred contributions shall be itemized on

Schedule A of Form 460 or any successor form, and shall identify the transferor committee for those contributions being transferred.

3. A one-time transfer shall be made at the time the City Candidate forms his/her controlled committee. Subsequent contributions received by the transferor committee on or after the date the City Candidate formed a committee to run for City office may not be transferred to the transferee committee established for that City office.
- C. No person or committee shall accept or make any contribution that is conditioned upon all or part of the contribution being transferred to a City Candidate Committee or otherwise violates Government Code Section 84301. Any contributions received in violation of this subsection shall be paid by the City Candidate to the City's general fund within 60 days of discovery of the violation.

SECTION II:

Section 2.10.240 of the Orange Municipal Code, "Administration and Personnel – Campaign Reform – Amendments and Additional Requirements," is hereby amended to read as follows:

2.10.240 – Amendments and Additional Requirements.

- A. The City Council may review the contribution limitations contained in this chapter at any time and determine whether such limitations shall be increased, decreased, or remain the same. In the event the City Council determines that such limitations should be amended, it shall do so by holding a public hearing and adopting an ordinance reflecting such amendments. No adjustments may take effect ninety (90) days prior to election or ninety (90) days after an election.
- B. Nothing in this chapter prevents the Orange City Council by a majority (4/7) vote from amending this chapter to make technical non-substantive changes that further the purposes of this chapter.
- C. Any repeal of this chapter or amendments that do not further the purposes of this chapter as stated in Section 2.10.020 shall first have been submitted to the electors of the City and approved by a majority vote.

SECTION III:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION IV:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this _____ day of _____, 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ___ day of _____, 2025, and thereafter at the regular meeting of said City Council duly held on the ___ day of _____, 2025 was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange