

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”

TKE Engineering, Inc.
2305 Chicago Avenue,
Riverside, CA 92507
Attn.: Terry Renner, Senior Vice President

Telephone: 951-680-0440
E-Mail: trenner@tkeengineering.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"

TKE ENGINEERING, INC.,
a California corporation

*By: 
Printed Name: Michael Thornton
Title: President

*By: 
Printed Name: Terry Renner
Title: Senior Vice President

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

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

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EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

SECTION III

SCOPE OF WORK

RFP NO. 24-25.24

SECTION III: SCOPE OF WORK

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

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

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

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

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

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

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

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

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

Deliverables

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

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

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

SECTION H | WORK PLAN

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

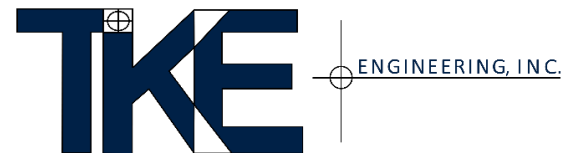
TKE provides on-call plan and map checking, civil engineering and inspection services to the City of Highland for Capital Improvement project coordination, planning and implementation. TKE is assisting the City Engineer with more than \$7 million in Capital Improvements and developer projects for the 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.



TKE ENGINEERING, INC.

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

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage).....	\$270.00
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DEVELOPMENT SERVICES

Managing Director.....	\$190.00
Senior Project Manager	\$140.00
Project Manager.....	\$110.00

CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	\$140.00
Construction Inspector (Prevailing Wage)	\$130.00

REIMBURSABLE COSTS

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