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. <u>Insurance</u>.

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"

T J K M, a California corporation

*By: _____
Printed Name: Nayan Amin
Title: President

*By: _____
Printed Name: Ruta Jariwala
Title: Secretary

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney

***NOTE:** **City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**

-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.**

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EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

SECTION III

SCOPE OF WORK

RFP NO. 24-25.24

SECTION III: SCOPE OF WORK

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

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

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

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

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

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

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

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

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

Deliverables

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

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

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

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 navigates 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.

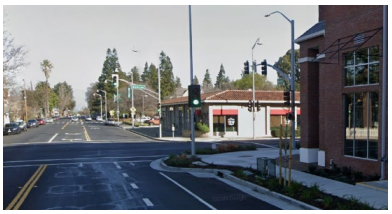
As part of this process, we will obtain all background information of the projects and its relevant needs for the grant and meet with the City team to discuss the details of the grant application and schedule. TJKM will prepare letters of support, as well as diagrams and images that support the data 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.

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.

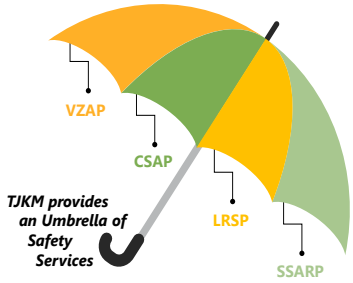
Outreach

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

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