

CITY OF LA HABRA
REQUEST FOR PROPOSALS (RFP)
LA HABRA BOULEVARD SPECIFIC PLAN UPDATE



RFP RESPONSES ARE DUE BY:
5:00 P.M., WEDNESDAY, APRIL 12, 2023
LATE PROPOSALS WILL NOT BE ACCEPTED. NO EXCEPTIONS

Community and Economic Development Department
110 E. La Habra Boulevard
La Habra, CA 90631
(562) 383-4100

Approved for Advertising:

A handwritten signature in blue ink that reads "Susan Kim".

Susan Kim, AICP, LEED AP ND
Director of Community and Economic Development
Date Issued: Thursday, March 9, 2023

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NOTICE OF REQUEST FOR PROPOSALS (RFP): LA HABRA BOULEVARD SPECIFIC PLAN UPDATE

The City of La Habra (“City”) invites proposals from qualified professional consultants (“Consultants”) for the evaluation of the adopted La Habra Boulevard Specific Plan (“Plan” or “LHSP”) and preparation of an updated and revised Plan. The intent of this update is to build upon previous planning efforts to develop a cohesive strategy and implementation tools to enhance the city’s downtown district along La Habra Boulevard. These planning documents are appendices A-J to this RFP and include: the 1975 Plan for Downtown Redevelopment; the 1988 La Habra Boulevard Specific Plan, as amended in 1999; codified in 2007, and as amended thereafter, as Chapter 18.44 of the La Habra Municipal Code; and subsequently amended in 2016 to reflect land use designations in the City’s 2014 comprehensive update of its General Plan. In addition, this area was analyzed as a SCAG Compass Blueprint Project in 2008, and design concepts for La Habra Boulevard were included in the City’s 2019 Complete Streets Master Plan. In October 2022, the City staff (“Staff”) provided a presentation (Appendix K) to City Council outlining these efforts and the projects that have been subsequently implemented.

Consultants must submit proposals in response to this RFP via PlanetBids, no later than 5:00 P.M. on April 12, 2023, according to the instructions contained herein. Mailed or hand-delivered proposals or proposals received after the above-specified date and time will be rejected. Consultants must submit written statements of technical qualifications and describe in detail their proposed work plan and schedule for completing the work specified in the RFP. Consultants are required to comply with all applicable federal and state laws, and equal opportunity laws and regulations. Consultants must submit in writing, all questions and requests for clarification regarding the RFP, via PlanetBids, no later than 5:00 P.M. on March 23, 2023. The City will post responses to these questions and requests for clarification to PlanetBids in the form of addenda to this RFP, no later than 5:00 P.M. on March 30, 2023. Acknowledgment of receipt of all addenda shall be included in the Letter of Transmittal.

Proposals shall be considered firm offers to enter into a contract with the City of La Habra and perform the work described in this RFP for a period of 180 days from the date of submission. The City reserves the right to accept or reject any or all proposals, waive any informalities or irregularities in the proposals, request additional information or revisions to the proposals, and to negotiate with any or all Consultants. Any contract award shall be to a firm that submits the most comprehensive and cost-effective proposal based on the City’s evaluation. This notice, together with the following sections, comprises the RFP for this project.

Key RFP Key Dates and Times

RFP Issued:	March 9, 2023
Questions and Clarifications Due By:	5:00 P.M., March 23, 2023
Addenda Issued:	5:00 P.M., March 30, 2023
Proposals Due By:	5:00 P.M. April 12, 2023

SECTION I: INSTRUCTIONS TO CONSULTANTS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Consultants represent that they have thoroughly examined and become familiar with the work required by this RFP and that it is capable of performing quality work to achieve the City's objectives.

B. QUESTIONS, CLARIFICATIONS AND ADDENDA

1. Examination of Documents

Should Consultants have questions or require clarifications regarding the RFP, they may submit all questions or requests for clarification in writing via PlanetBids, no later than 5:00 P.M. on March 23, 2023. Consultants shall not contact the City directly.

2. Responses/Addenda

Responses to questions and clarifications received via PlanetBids by the date indicated above will be responded to by written addenda to this RFP and posted to PlanetBids, no later than 5:00 P.M., March 30, 2023. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City of La Habra shall not be bound to any modifications or deviations from the requirements set forth in this RFP as the result of any oral communications. Consultants shall acknowledge receipt of addenda in their Letter of Transmittal. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed nonresponsive.

C. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted on or before 5:00 p.m. on April 12, 2023 via PlanetBids. Mailed or hand-delivered proposals or proposals received after the above-specified date and time will be rejected.

2. Identification of Proposals

Consultants shall clearly mark the cover of the proposal with the following:

"PROPOSAL FOR LA HABRA BOULEVARD SPECIFIC PLAN UPDATE"

D. ACCEPTANCE OF PROPOSALS

1. The City reserves the right to accept or reject any or all proposals, waive any informalities or irregularities in the proposals, request additional information or revisions to the proposals, and to negotiate with any or all Consultants.
2. The City reserves the right to withdraw this RFP at any time without prior notice and the City of La Habra makes no representations that any contract shall be awarded to any Consultants responding to this RFP.
3. The City reserves the right to issue a new RFP for the work.

4. Proposals received by the City are subject to public inspection under the California Public Records Act (Government Code Section 6250 et seq.), unless exempt and shall be made available upon request after award.
5. Proposals submitted are not to be copyrighted.
6. The City reserves the right to require confirmation of information furnished by any Consultants and/or request any Consultants to provide additional evidence of qualifications to successfully perform the work.

E. PRE-CONTRACTUAL EXPENSES

The City shall not, in any event, be liable for any pre-contractual expense incurred by Consultants in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by Consultants in:

1. Preparing its proposal in response to this RFP.
2. Submitting its proposal to the City of La Habra.
3. Negotiating with the City of La Habra on any matter related to its proposal.
4. Any other expenses incurred by Consultants prior to date of award.

F. JOINT OFFERS

Where two or more Consultants desire to submit a single proposal in response to this RFP, they shall do so on a prime-sub-consultant basis rather than as a joint venture. The City of La Habra intends to contract with a single firm and not with multiple firms doing business as a joint venture.

G. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, shall be a total firm price, "not to Exceed" contract, with a ten percent (10%) contingency.

SECTION II: PROPOSAL FORMAT AND CONTENT

A. Presentation

To be considered, Consultants must submit proposals on or before 5:00 p.m. on April 12, 2023 via PlanetBids. Mailed or hand-delivered proposals or proposals received after the above-specified date and time will be rejected.

Proposals shall be typed and formatted for double-sided printing on 8 1/2" x 11" size paper. Consultants should not include any unnecessarily elaborate promotional material. The proposal shall be limited to 30-page document, inclusive of all pages in the Technical Proposal described below. The following elements of the proposal will not count towards the 30-page requirement: Cover, Letter of Transmittal, Table of Contents, and any blank pages of the document.

B. Letter of Transmittal

A Letter of Transmittal shall be addressed to:

**Susan Kim, Director of Community and Economic Development
City of La Habra
110 East La Habra Boulevard
La Habra, CA 90631**

At a minimum, the letter of transmittal shall contain the following information:

1. Identification of the individual who shall have contractual responsibility with the City of La Habra. Identification shall include legal name of company, corporate address, telephone number and e-mail address of the contact person identified during the period of proposal evaluation.
2. Proposed working relationship between prime consultant and sub-consultants, if applicable.
3. Acknowledgment of receipt of all addenda, if any.
4. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
5. A statement of any exceptions or deviations from the requirements of this RFP and segregate "technical" exceptions from "contractual" exceptions. Where Consultants wish to propose alternative approaches to meeting the City of La Habra's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Consultants shall be deemed to have accepted the contract requirements as set forth in.
6. Signature of the individual authorized to bind the Consultants to the terms of the proposal.

C. Technical Proposal

1. Qualifications, Relevant Experience and References

This section of the proposal shall establish the ability of the Consultants to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature to the Scope of Work shown in Section III; proven competence in the services to be provided; strength and stability of the firm; staffing capability; current work load; track record of meeting schedules on similar projects and supportive client references.

The Consultants shall:

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and total number of employees.
2. Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the ability of the Consultants to complete the project.
3. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
4. Describe specialized training, experience and professional competence in the area directly related to this RFP.
5. Identify sub-consultants by company name, address, contact person, telephone number and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-consultant.
6. Provide a minimum of three references for completed work similar to that in scope of work contained in this RFP. Furnish the contact name, title, address and telephone number of the person at each client agency/organization who is most knowledgeable about the work performed.

2. Proposed Project Team

This section of the proposal shall establish the method that shall be used by Consultants to manage the project as well as identify key personnel assigned.

The Consultants shall:

1. Provide the education, training, experience and applicable professional credentials of the proposed Project Manager.
2. Furnish brief resumes (two pages maximum per resume) for the proposed Project Manager and key personnel (including sub-consultants).
3. Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.

4. Identify key personnel proposed to perform the specified tasks and include major areas of sub-consultant work.
5. Provide a project organization chart which clearly delineates communication/reporting relations among the project staff, including sub-consultants.
6. Include a statement that key personnel shall be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City of La Habra.

3. Detailed Work Plan and Schedule

Consultants shall provide a narrative addressing the Scope of Work and demonstrating that Consultants understand the City of La Habra's needs and requirements.

The Consultants shall:

1. Describe the proposed approach and work plan for completing the tasks specified in the Scope of Work. Discuss the proposed approach and how the project team shall conduct each task. Propose a schedule of tasks and subtasks with important milestones noted. The description of the proposed approach shall discuss the tasks in sufficient detail to demonstrate the ability of the Consultants to accomplish the project objectives.
2. Describe approach to managing resources, including a description of the role(s) of any sub-consultants, their specific responsibilities, and how their work shall be supervised. Identify methods that the Consultants shall use to ensure quality, budget, and schedule control.

4. Fee Proposal

Provide a fee proposal that includes a breakdown for each task specified in **SECTION III - SCOPE OF WORK** and other tasks the Consultants may include in the proposed scope. In addition to the proposal prices, a breakdown for each task category must be included with the following information:

1. The number and classification of personnel required to perform each task.
2. The number of hours to be expended to perform each task by classification of personnel.
3. The hourly rates for all personnel classifications that shall be billed on this project.
4. Calculated extended prices of all tasks.

Upon completion of the initial evaluations and interviews, if needed, the City of La Habra may negotiate the fee with the highest ranked Consultants.

5. Contract Requirements

Consultants should be aware that a contract for services resulting from their proposal will include all provisions contained in **SECTION V – PROFESSIONAL SERVICES AGREEMENT**, including insurance requirements. Contractor must provide adequate liability insurance, performance bonds to protect the City and the state against poor workmanship, fraud or other potential loss associated with the completion of the project. The Consultant must indicate in its proposal whether it will agree to these terms, or if not, the Consultant must provide an explanation and proposed alternative language.

SECTION III - SCOPE OF WORK

A. BACKGROUND

Located at Orange County's northwestern corner, La Habra is 7.3 square miles in size with a population of approximately 62,000 residents and 21,000 households. A quiet residential community, it is conveniently located within an hour's drive of many beaches, mountain, and desert recreation areas.

The historical main corridor of the City, running east to west from border to border is La Habra Boulevard (formerly called Central Avenue). This thoroughfare, in existence when the City was incorporated in 1925, served as the hub of the community and the central business district for over forty years. With the build-out of wider parallel thoroughfares that include Whittier Boulevard and Imperial Highway, the importance and activity on La Habra Boulevard diminished thereby creating blighting conditions along La Habra Boulevard. To counter this situation and encourage the rejuvenation of the corridor, in 1975, the La Habra City Council adopted the Plan for Downtown Redevelopment. This plan was followed by the Council's adoption of the La Habra Boulevard Specific Plan in 1988, which was amended in 1999 and codified in 2007, and amended thereafter, as Chapter 18.44 of the La Habra Municipal Code. In 2016, the map of the Plan area was subsequently amended to reflect land use designations in the City's comprehensive update of its General Plan. In addition, this area was analyzed as a SCAG Compass Blueprint Project in 2008, and design concepts for La Habra Boulevard were included in the City's 2019 Complete Streets Master Plan. In October 2022, Staff provided a presentation (Appendix K) to City Council outlining these efforts and the projects that have been subsequently implemented.

As noted above, the La Habra Boulevard Specific Plan has gone through various revisions over the years to include codifying development and architectural design standards in the La Habra Municipal Code and adjusting boundaries of the LHBSP area. The overall success of the Plan has shown mixed results: the area has public improvements that set the area apart from the rest of the City to include themed bell-shaped street lights, decorative stamped and colored concrete crosswalks, and mission bells scattered through the district. New buildings have been constructed in the District using the Spanish Revival or Mission style of architecture giving character to portions of the streetscape. However, the corridor lacks the vibrancy and activity found in similar neighboring downtown districts such as Uptown Whittier and Downtown Fullerton and blighting conditions still remain, that if not addressed, will not go away.

The City now desires to proceed with a project to conduct an evaluation of the past effectiveness of the La Habra Boulevard Specific Plan and make updates to the Plan in a cost-effective manner. A budget for this project has not been set and the City is requesting proposals for the purpose of the Community and Economic Development Department presenting a recommendation to City Council to move forward with the project and being appropriately budgeted to award a contract to the selected Consultants. Staff anticipates that this contract will be awarded at the beginning of Fiscal Year 2023-2024, which commences on July 1, 2023.

B. PROJECT OBJECTIVES

The La Habra Boulevard Specific Plan update will focus on evaluating existing and potential land uses, analyzing parking and infrastructure conditions, as well as developing land use regulations that incorporate the City's design guidelines to encourage development within the project area that increases housing density, enhances the character of La Habra Boulevard, and roots economic activity within the district. The primary objectives to be achieved through the LHBSP update include:

1. Conducting demographic and economic analysis within the LHBSP area
2. Evaluating the land use plan and policy framework of the existing Plan to accommodate increased housing density and other corridor supporting uses and improvements
3. Evaluating specific opportunity sites to support increased economic activity within the district
4. Developing an appropriate uses list and creating an inventory of properties to be rezoned
5. Informing the public about neighborhood design concepts and the La Habra Boulevard Specific Plan process through community involvement
6. Incorporating sustainable design standards that offer community wide benefits
7. Creating a Community Facilities Plan that identifies the type, size and location of existing, desired and proposed community facilities, including, but not limited to, parks, centers, open space, etc.; and the steps that the City must take to develop, maintain and/or improve these amenities.
8. Developing a transportation/circulation network that implements the City of La Habra Complete Streets Master Plan whereby the street design includes features and linkages allowing for walking, bicycling and public transit opportunities
9. Creating a Streetscape/Landscape Plan that includes a unifying, high quality design through natural landscape as well as enhancements to pedestrian walkways, outdoor furnishings, street lights, parklets, etc.
10. Conducting a parking analysis of existing requirements, parking demand, and inventory to address the potential increase in density in the project area
11. Conducting an infrastructure analysis of existing capacities, present and future demand, and identifying infrastructure elements that require upgrades or replacements to accommodate future development; this analysis shall include water, sewer, storm water control and drainage, gas, electrical power, telecommunications, public rights-of-way/easements, etc.
12. Preparing the necessary environmental documents
13. Identifying the appropriate method and estimated cost for capital improvement implementation, financing and phasing

C. REQUIRED PROJECT COMPONENTS

The LHBSP update will be prepared in compliance with State law. Specific elements are required, as described below:

1. Area Profile:

A profile of the project area must be completed that evaluates current economic, demographic and land use conditions within the Plan boundaries. The LHBSP will then build on this information to create a population profile within the study area, including age, ethnicity, employment, income levels, travel modes, and family structure. Information on existing land uses and vacant or underdeveloped land must also be evaluated. This basic economic, demographic, and land use data will provide the foundational information necessary to develop the LHBSP update. Building on the profile, Consultants will prepare an existing conditions and opportunities map and corresponding report. Consultants will evaluate the existing physical and regulatory conditions in the Plan area and must include existing land uses, and the number/type of housing units distributed.

2. Opportunity Sites Analysis:

The Plan will examine significant opportunity sites within the Plan area that can serve as catalysts for increased housing density and economic development for various land uses. Infill development will be encouraged for sites identified by this update of the LHBSP by establishing a clear vision and appropriate development regulations and guidelines.

3. Market Demand Analysis:

A market demand analysis will be conducted to assess future market conditions for residential, commercial, and mixed-use development within the Plan area, taking current conditions and long-range potential into consideration. Projected absorption of dwelling units and square footage by non-residential uses shall also be included. The residential analysis will assess the future potential for housing of various types and at increased densities, at all levels of affordability, taking into account changes in State legislation regarding housing development as well as attitudes and feedback provided by private sector developers. The commercial analysis will assess trends in retail, office, industrial, and mixed-use development in the area as well as future potential by type. The potential for increased employment in the Plan area shall also be included as part of this analysis.

4. Community Outreach and Engagement:

Community involvement will be a key component of the LHBSP update. Stakeholders will be identified, and outreach methods customized to ensure maximum involvement.

Consultants shall ensure all members of the community have access to materials and the opportunity to provide comment. At each community outreach stage, the Consultant shall provide the means for Spanish translation. Community stakeholders include but are not limited to residents, business owners, property owners, developers, and neighborhood groups/homeowner's associations. A Community Outreach and Engagement Plan will be developed to ensure significant involvement as well as identifying issues and envisioning future conditions in the project area. Components of the Plan will include:

1. **Community workshops:** Public meetings, including stakeholder meetings, a technical working group, public workshops and pop-up events, will be held at various stages of the planning process to introduce the project, solicit public response, consider land use alternatives, and envision a future for the district.
2. **Visualization Tools:** Renderings and sample images displaying a range of potential development types for the district area will be developed to assist the community outreach and understanding of the LHBSP update.

5. Alternative Analysis:

At least two alternative land use scenarios will be developed for higher density residential in the project area and potential increases in commercial land use availability. The scenarios will be informed by the previous area profile, opportunity site analysis, community workshops, and market demand analysis and will be developed using smart growth principals. Each alternative will include recommendations regarding adjustments to land use categories, housing density, and modification of development standards. A report describing and analyzing the alternatives will be prepared to quantify development potential.

6. Community Facilities Analysis:

Assessment of the type, size and location of existing, desired and proposed community facilities, including, but not limited to, parks, centers, open space, etc.; and the steps that the City must take to develop, maintain and/or improve these amenities.

7. Streetscape/Landscape:

The LHBSP needs to include specifications and standards with the goal of achieving a unifying streetscape/landscape design. This effort should include promoting artistic landscape features that enhances the identity of La Habra Boulevard area. In addition to natural landscape, it should include the integration of an aesthetically pleasing designs to further enhance pedestrian walkways, street lights, outdoor furnishings, parklets, etc.

8. Parking Analysis:

Analysis of existing parking requirements, parking demand, and inventory will be included, and will address the potential increase in density in the Plan area. It is recognized that the future need for parking is a factor of demand for future residential, commercial, and mixed-use development; the market demand analysis described above will likely help to inform this section.

9. Infrastructure Development Budget:

The LHBSP update will assess the current public infrastructure facilities and services to determine whether deficiencies exist that could impact development. An action plan and cost estimate will be developed.

10. Environmental Analysis (CEQA):

Consultants will be responsible for the preparation of an Environmental Impact Report, to allow future CEQA streamlining of future project within the Plan area. All work shall be completed in compliance with

CEQA statute, Public Resource Code Section, 21000 et seq., as well as the State CEQA guidelines, Title 14 Code of Regulations, Section 15000 et seq.

D. SCOPE OF WORK BY TASK

Task 1: Project Kick-off

Consultants and Staff will review, refine, and finalize the work scope and project schedule. This initial meeting will allow a high-level discussion regarding the goals of the project, opportunities and constraints, and background information associated with the Plan.

Deliverables:

1. Kick-off meeting with Staff
2. Meeting summary memorandum

Task 2: Area Profile and Market Demand Analysis

Consultants will prepare an area profile to assess current economic and demographic conditions within the Plan area as well as a market demand analysis to assess future market conditions for higher density residential development as well as commercial and mixed-use development in the LHBSP area, taking current conditions and long-range potential into consideration.

The market demand analysis will assess the future potential for housing of various types and at increased densities, at all levels of affordability, and the viability of incorporating certain commercial uses.

Deliverables:

1. Economic and Demographic Area Profile
2. Existing Conditions and Opportunities Report
3. Existing Conditions and Opportunities Map
4. Market Demand Analysis

Task 3: Community Engagement Strategy and Outreach

The City is seeking to engage community participation in the LHBSP update process. Staff and Consultants will develop a community engagement strategy that will focus on outreach to, and inclusion of key stakeholders including residents, business owners, property owners, relevant neighborhood groups, community and faith-based organizations, schools, and non-English speaking persons. The strategy must include various forms of engagement to increase levels of community participation.

Initial outreach efforts to relevant stakeholders will be scheduled following completion of the area profile and market demand analysis. Up to three community outreach meetings/ workshops must be held as part of this Task. The purpose of the meetings is to understand the community's vision of the LHBSP area, recognize attitudes surrounding what land uses and development intensity should be

included in the Plan, and to solicit input on opportunities, constraints, and potential changes for the area.

Consultants will be responsible for utilizing tools and developing a process to understand community preferences within the project area. Use of photo simulations and development prototypes to help identify preferences should be employed, as well as community asset mapping, allowing the community to identify concepts for improving/transforming the area. The community input will assist in guiding the development of the two land use alternatives. Staff with support by the Consultants will lead these meetings, present Plan area existing conditions and opportunities, and receive feedback from community and Committee members regarding information presented.

Deliverables:

1. Community Engagement Strategy (includes components as described above) Visualization tools, including renderings and visual simulations
2. Project webpage (completed in collaboration with Staff)
3. Community meetings 1-3 (including agenda, attendance, meeting materials)
4. Committee meetings 1-3 (including agenda, attendance, meeting materials)
5. Potential supplementary meetings with Staff and relevant stakeholders

Task 4: Opportunity Site Analysis and Alternative Land Use Analysis

Following initial meetings and outreach, Consultants will develop an opportunity sites analysis and two complementary land use alternatives to accommodate potential residential, commercial, office, and mixed-use development in the LHBSB area. The opportunity sites analysis will highlight larger-scale development opportunities within the LHBSB area while the alternative scenario analysis will complement the opportunity site analysis to support enhanced vibrancy, housing density, and economic activity in the LHBSB area.

Commercial, office, and mixed-use land uses should be thoughtfully and strategically placed to maximize community connectivity and create a level of synergy between residents and businesses which is sensitive to adjacent and surrounding residential neighborhoods. The alternatives should consider information generated through previous analysis, community outreach, and Staff feedback.

Each alternative must address:

1. Alternatives to support the character of La Habra Boulevard as well as retail and commercial uses, including sidewalk width, public amenities/furniture and street parking.
2. A mix of housing units that aligns with the City's Housing Element, the effects of increased building height, increased density, and increased parking demand within the LHBSB
3. Distribution and evaluation of proposed new uses, including residential units by type and non-residential square footage by type and projected associated jobs

The findings of the study must be summarized in a technical memorandum. Consultants will prepare a report and associated maps describing and analyzing the land use alternatives to quantify development

potential in terms of housing units, non-residential floor area, population and employment. Projected population and jobs for each alternative must be included. The report and maps should be assembled such that each alternative is easy to understand and compare with the other.

Following the completion of the report, Consultants will present the alternatives to Staff for review and feedback. Following the meeting with Staff, Consultants will present the alternatives at a community meeting. At the community meeting, Consultants must solicit comments and feedback from community members to understand participant's preferences and vision. This may result in a clear preference for one alternative or in a hybrid concept that combines components of each alternative.

Deliverables:

1. Alternative land use plan visuals, including sketches and elevations
2. Alternative land use plan report, including quantified development potentials
3. Meeting attendance – meeting(s) with Staff, the City Council/Commission, and relevant stakeholders

Task 5: Preferred Land Use Alternative

Based on input received at Community/Commission/Council meetings, as well as input received from other methods of community outreach, Consultants, in consultation with Staff, will develop a preferred land use alternative which will serve as a basis for the draft LHBSP update. The preferred alternative will be presented to Staff and the City's Commission/Council for review and feedback. The community will also be asked to respond to the preferred Plan. Input received will be used to refine the alternative and develop the draft LHBSP update.

Deliverables:

1. Preferred land use plan visuals, including sketches and elevations
2. Preferred land use plan report, including quantified development potentials
3. Meeting attendance – meeting(s) with Staff, the Commission/Council, and relevant stakeholders

Task 6: Infrastructure Development and Service Plan

Consultants must prepare an Infrastructure Development and Services Plan and Budget to determine, at a preliminary level, the infrastructure needed to support uses and improvements identified in the preferred alternative. The analysis must describe infrastructure conditions and improvements needed to support the Plan in terms of water, wastewater, storm drainage, electricity, gas, cable, telephone service, internet/fiber, transportations, greenways, and parks. Working in collaboration with Public Works Staff, Consultants will:

1. Analyze and summarize existing and needed service capacities
2. Assess the services envisioned in the Plan area and those that would be needed with the preferred alternative

3. Provide descriptions of needed public improvements, including street improvements to City standard, upsizing of water and wastewater mains and storm drains, undergrounding utilities, and development costs
4. Provide descriptions of needed improvements associated with private utilities, such as natural gas, electric, phone, cable and internet connectivity
5. Provide descriptions of any changes required to public services and facilities
6. Provide cost estimates and phasing recommendations for needed improvements and service systems within the Plan area

Deliverable:

1. Technical Studies for incorporation into Task 9 (Environmental Impact Report)
2. Infrastructure Development and Financing Strategy Report

Task 7: Draft La Habra Boulevard Specific Plan

Consultants must prepare updated Plan in compliance with State law. The LHBSP will serve as the area's long-range development and implementation plan for guiding development within the boundaries of the LHBSP. The updated Plan must include:

1. **Planning Process.** Description of the process to develop the LHBSP and the role the public played in crafting and creating the Plan.
2. **Land Use/Housing.** Description of land use designations, including number of units, square footage of non-residential uses, and employment generating land uses. Population and job projections must be included.
3. **Community Facilities.** Identification of the type, size and location of existing, desired and proposed community facilities, including, but not limited to, parks, centers, open space, etc.; and the steps that the City must take to develop, maintain and/or improve these amenities.
4. **Streetscape/Landscape:** Inclusion of specifications and standards for achieving a unifying streetscape/landscape design.
5. **Public Services.** Includes information about services and infrastructure needed to implement the LHBSP. This should include specific policies regarding utilities, public safety, parks, etc.
6. **Parking.** Description of existing parking requirements, parking demand, and inventory. Include strategies to address the potential increase in density/economic activity in the area subject to the Plan.
7. **Implementation and Financing Plan.** Identifies actions and strategies for Plan implementation, including a rough budget estimate. Include infrastructure improvements needed for Plan implementation.
8. **Development Standards.** A revised Chapter 18.44 SP-1 La Habra Boulevard Specific Plan Zone that reflects the La Habra Municipal Code requirements necessary to implement the LHBSP.

Deliverables:

1. Draft LHBSP for Public Review
2. Revised Draft LHBSP reflecting comments received during public review period.
3. Meeting attendance – meeting(s) with Staff, the Council/Commission, and relevant stakeholders

Task 8: General Plan and Zoning Amendments

Consultants and Staff will evaluate properties within the project boundaries to determine which sites would need General Plan land use amendments and zone changes based on the preferred alternative developed in Task 5.

Deliverables:

1. List of properties, and associated maps, requiring General Plan land use designation amendments, and to what designation they will be amended (maps must be compatible with City's Geographic Information Systems)
2. List of General Plan text amendments
3. List of properties, and associated maps, requiring Zone changes, and to what designation they will be amended (maps must be compatible with City's Geographic Information Systems)
4. List of Zoning Code text amendments

Task 9: Environmental Impact Report

Consultants will prepare an Environmental Impact Report (EIR) to allow streamlined environmental review of future projects pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines. Consultants shall be responsible for the preparation of the EIR in compliance with the CEQA Statute and Guidelines.

Deliverables:

1. Initial Study
2. Notice of Preparation/Scoping Meeting
3. Draft EIR and all required technical studies
4. Notice of Availability/Notice of Completion
5. Response to Comments/Final EIR
6. Resolution to Certify the Final EIR and adopt a Statement of Overriding Considerations (if needed)
7. Notice of Determination

Task 10: Presentation and Adoption of LHBSP and EIR

Consultants, in collaboration with Staff, will work to prepare public hearing packet materials for the Planning Commission and City Council, including the staff reports and PowerPoint presentations, and present the Draft LHBSP and EIR to the Commission and Council.

Deliverables:

1. Planning Commission PowerPoint presentation
2. Presentation of Draft LHBSP at up to two Planning Commission public hearings
3. City Council PowerPoint presentation
4. Presentation of Draft LHBSP at up to two City Council public hearings

SECTION IV - EVALUATION AND AWARD

A. EVALUATION CRITERIA:

The City of La Habra shall review and evaluate the proposals based on the following criteria:

1. Qualifications of the Firm (20%)

Technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; familiarity with regional and local traffic issues; and assessment by client references.

2. Proposed Project Team and Organization (25%)

Qualifications of proposed Project Manager and key personnel; logic of project organization; adequacy of labor commitment and resources; capability to reallocate resources as needed to meet project schedules; and ability to commit proposed resources.

3. Detailed Work Plan and Schedule (50%)

Thorough understanding of the City's requirements and project objectives; logic, clarity, specificity and overall quality of work plan; use of creative and innovative approach; appropriateness of labor distribution among the tasks; and ability to meet project deadlines.

4. Fee Proposal (5%)

Reasonableness of pricing of tasks and competitiveness of this amount compared with other proposals.

B. EVALUATION PROCEDURE

An Evaluation Committee (Committee) shall be appointed to review all proposals. The Committee shall be comprised of Staff. The Committee members shall review and evaluate the proposals separately, then convene to discuss and rank the written proposals. A short list of top-ranked firms shall be developed based upon the totals of each Committee members' score for each proposal.

During the evaluation period, the Committee may or may not interview some or all of the shortlisted Consultants. The interview may consist of a short presentation by Consultants, after which the committee may ask questions related to the firm's proposal and qualifications. The Committee shall use the pre-established criteria above to make their final recommendation to the City Council. Pursuant to La Habra Municipal Code Section 4.20.061.E "Awards will be made to the responsible firm whose proposal is most advantageous to the City with all factors identified in the RFP considered."

C. AWARD

The City of La Habra may negotiate contract terms with the selected Consultant prior to award, and expressly reserves the right to negotiate.

SECTION V: PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2_, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the "**CITY**"), and _____, (hereinafter referred to as the "**CONSULTANT**").

RECITALS

WHEREAS, **CITY** requires professional services for _____; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

ARTICLE I **SCOPE OF SERVICES; TERM**

1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Attachment "A" (the documents contained in Attachment "A" shall be hereinafter referred to as the "Scope of Work").

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and

all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that CITY may enter into agreements similar to this Agreement with other consultants.

1.2 Term.

The term of this Agreement shall begin on _____ and continue for an original term of one (1) year; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement. The City shall have one (1) option to extend the term for a period of up to two (2) years, which the City may exercise in its sole, absolute discretion.

ARTICLE II **RESPONSIBILITIES OF CONSULTANT**

2.1 Control and Payment of Subordinates.

CITY retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

2.5 Accounting Records.

CONSULTANT shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III **COMPENSATION**

3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

3.2 Payment of Compensation.

CONSULTANT shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from _____, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any

work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

3.5 Reimbursement for Expenses

CONSULTANT shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV INSURANCE

4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

4.2 Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and

completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Errors & Omissions/Professional Liability Insurance/Cyber Liability Insurance** in an amount not less than \$1,000,000 per claim and annual aggregate, covering (1) all acts, errors, omissions, negligence, infringement of intellectual property; (2) network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils, including coverage for related regulatory defense and penalties; (3) data breach expenses payable whether incurred by City or Consultant, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for City or on behalf of City hereunder.

The policy shall contain an affirmative coverage grant for continent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Exclude "Contractual Liability"
2. Restrict coverage to the "Sole" liability of Consultant
3. Exclude "Third-Party-Over Actions"
4. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 20 10 and CG 2037.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims

arising out of the work or operations performed by or on behalf of the Consultant

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. 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 the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONSULTANT** under the indemnity provisions of this contract.

4.10 Failure to Maintain Coverage.

CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

4.13 Insurance for Subcontractors.

CONSULTANT shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

ARTICLE V **TERMINATION AND INDEMNIFICATION**

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.3 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONSULTANT** which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT'S** receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at **CITY'S** sole risk and without liability or legal expense to **CONSULTANT**.

5.6 Indemnification and Hold Harmless.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** shall save, keep defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents

and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONSULTANT**, its employees and/or authorized sub-consultants, whether intentional or negligent, in the performance of this Agreement.

ARTICLE VI
GENERAL PROVISIONS

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: CITY MANAGER
 CITY OF LA HABRA
 P.O. Box 337
 La Habra, Ca. 90633

TO CONSULTANT: _____

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party,

or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

CONSULTANT represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

CITY reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

CONSULTANT warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

CONSULTANT covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

CONSULTANT shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

CONSULTANT shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that _____'s personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason _____ should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF LA HABRA:

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

COUNTER SIGNED:

EXHIBIT "A"
SCOPE OF WORK

SAMPLE

EXHIBIT "B"
COMPENSATION RATES AND CHARGES

SAMPLE