

**CITY OF LA HABRA
PROFESSIONAL SERVICES AGREEMENT
WITH
FEHR & PEERS**

THIS AGREEMENT is made and entered into this 15 day of September, 2025 (“Effective Date”), by and between the CITY OF LA HABRA, a municipal corporation (“City”), and FEHR & PEERS a California S-Corporation (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional services for Safe Routes To School Action Plan Development Project FHWA SS4A Grand Award No. 693JJ32340200 City Project No. 1-TC-24 , as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. 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 fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State, and local laws and ordinances applicable to the services required under this Agreement. Consultant warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Three Hundred Seventy-Eight Thousand Three Hundred Thirty-One Dollars (\$378,331.00), unless authorized herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Manager is authorized to approve a Change Order for such additional services. Where the original contract is \$35,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than \$35,000.00.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twenty months, ending on May 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates, or abandons a portion of this Agreement such suspension, termination, or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps, and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no 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.

5.0. INSURANCE

5.1. Insurance. The Consultant and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives, and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence, or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Fehr & Peers
101 Pacifica #300
Irvine, CA 92618
Tel: (949) 308-6321
Attn: Steve Brown

IF TO CITY:

City of La Habra
110 East La Habra Boulevard
La Habra, CA 90631
Tel: (562) 383-4151
Attn: Albert Mendoza

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting, or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City of La Habra, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits, or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees

due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, State, or Federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files, and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes, or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs, or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and

of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates, and subconsultants, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates, or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, 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 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.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect. Furthermore, Consultant will comply with the following:

- (a) Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

- (b) E-Verify. If Consultant is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Consultant shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Consultant shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Consultant shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. 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.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. 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 provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF LA HABRA,
A municipal corporation

Jim Sadro, City Manager

Date: _____

ATTEST:

Rhonda J. Barone, CMC, City Clerk
of the City of La Habra

CONSULTANT:

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Keith F. Collins, City Attorney

Date: _____

APPROVED AS TO CONTENT:

Albert Mendoza, Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Albert Mendoza, Deputy Director of Public
Works/ City Engineer

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

PROPOSAL FOR

City of La Habra

Safe Routes to School Action Plan Development Project

FHWA SS4A GRANT AWARD NO. 693JJ32340200 | CITY PROJECT NO. 1-TC-24

SUBMITTED ON

August 22, 2024

SUBMITTED TO

City of La Habra
Public Works Dept.
Engineering Division
110 East La Habra Blvd
La Habra, CA 90631

SUBMITTED BY

FEHR & PEERS

101 Pacifica #300
Irvine, CA 92618
949.308.6300

Cover Letter

August 22, 2024

Michael Plotnik PE, TE
City Traffic Engineer
City of La Habra
Public Works Department
Engineering Division
110 East La Habra Boulevard
La Habra, California 90631

Proposal for Professional Services for Safe Routes to School Action Plan Development Project

Dear Mr. Plotnik:

We've had the pleasure of working in the City of La Habra for almost twenty years, where we've seen the community's commitment to maintaining safe, vibrant neighborhoods where anyone would want to raise their family. Prioritizing the mobility needs of the approximately 11,000 students in La Habra through a Safe Routes to School Action Plan (Action Plan) is both consistent with the values of the community and the robust experience our team brings to this project. Schools are the foundation of the community.

OUR APPROACH

Local Knowledge and Presence: Our team is comprised of engineers and planners who live in Orange County work locally in our Irvine office. Our previous and ongoing project work in the City of La Habra (dating back nearly 20 years) has given us an in-depth understanding of the City's requirements, local infrastructure, residents, and stakeholders.

Safe Streets 4 All (SS4A) Compliance Expertise: Fehr & Peers has extensive experience leading SS4A-funded projects across the country. We are very familiar with the requirements of the program and will ensure full compliance to set up the City for future rounds of SS4A implementation funding.

Familiarity & Experience with Safe Routes to School (SRTS)

Projects: We have completed many SRTS projects, including the cities of Westminster, Santa Ana, and Rancho Cucamonga. These projects included leading stakeholder engagement and school walk audits, identifying infrastructure and non-infrastructure solutions, and continued grant and construction support.

Experienced Management Team and Personnel: Our project team will be led by experienced and California-licensed engineers. Proposed project manager, Delia Votsch ^{PE} and principal-in-charge, Steve Brown ^{TE, RSP1} are both senior-level staff in the firm, with decades of experience. Both are based locally in Orange County and have prior direct experience with the City and relevant stakeholder agencies.



SUBMITTING ORGANIZATION

Fehr & Peers

101 Pacifica #300
Irvine, CA 92618

Year Established

Established in 1985
39 Years in Business

Firm Structure

California S-Corporation

with subconsultants

Mark Thomas
Walk 'n Rollers

OUR TEAM

We are confident that the combined experience of our team will provide the City of La Habra with an Action Plan that prioritizes the safety of the youngest members of the community and meets all the requirements of the SS4A program.

As the prime consultant, **Fehr & Peers** brings decades of industry leadership in pedestrian safety and bicycle planning, with a deep bench of experience with SRTS projects. You will also have access to the experience we've gleaned from preparing over a dozen SS4A-funded action plans around the country. We pair our analytical abilities with a dedication to conducting inclusive community outreach to ensure our work is informed by local voices.

Mark Thomas has a long-standing history of successfully delivering projects as a subconsultant with Fehr & Peers. They are a civil engineering firm that specializes in designing and planning active transportation facilities. Mark Thomas will prepare cost estimates and conceptual design.

Walk 'n Rollers provides tailored expertise in getting kids to safely walk and bike to school. Since 2012 they have worked with many communities throughout Los Angeles, Orange and Riverside Counties, providing on-campus activities, community events and Safe Routes to School Programming. Walk 'n Rollers will provide engagement and demonstration support.

Improving communities is a part of Fehr & Peers's mission, and we are committed to helping the City of La Habra make positive local impacts. We would be honored to continue to work with the City of La Habra in leading this effort. We appreciate your consideration.

Sincerely,

FEHR & PEERS



Steve Brown ^{TE, RSP1}

Vice President

Authorized Signer

📞 949.308.6321

s.brown@fehrandpeers.com

Steve is an officer of the firm and has contractual authority on behalf of Fehr & Peers.



Delia Votsch ^{PE}

Project Manager

Primary Contact

📞 949.308.6321

d.votsch@fehrandpeers.com



AUTHORIZED REPRESENTATIVE

Steve Brown, ^{TE, RSP1}

Senior Principal

Authorized Signer

101 Pacifica #300

Irvine, CA 92618

📞 949.308.6321

s.brown@fehrandpeers.com

ACKNOWLEDGMENT OF ADDENDA

Fehr & Peers acknowledges receipt of Addendum No. 1, dated August 19, 2024. A copy of our acknowledgment letter is available on the following pages.

CONTRACT COMPLIANCE STATEMENT

Fehr & Peers and the City of La Habra have successfully executed several past contracts together. We have reviewed the City's Standard Professional Services Agreement and are committed to working together cohesively.

Acknowledgment Letter

The Fehr & Peers team acknowledges receipt of Addendum No. 1, dated August 19, 2024.



Steve Brown TE, RSP1

Vice President

Authorized Signer

☎ 949.308.6321

s.brown@fehrandpeers.com

Steve is an officer of the firm and has contractual authority on behalf of Fehr & Peers.



City of La Habra

CITY HALL – ENGINEERING DIVISION

"A Caring Community"

110 E. La Habra Boulevard
Post Office Box 337
La Habra, CA 90633-0785
Office: (562) 383-4151

August 19, 2024
ADDENDUM NO. 1

**FOR: SAFE ROUTES TO SCHOOL
ACTION PLAN DEVELOPMENT PROJECT
FHWA SS4A GRANT AWARD NO. 693JJ32340200,
CITY PROJECT NO. 1-TC-24**

To all prospective proposers for SAFE ROUTES TO SCHOOL ACTION PLAN DEVELOPMENT PROJECT FHWA SS4A GRANT AWARD NO. 693JJ32340200, CITY PROJECT NO. 1-TC-24.

The intent of this Addendum No. 1 is to include the following revisions, additions and/or deletions; and is hereby made a part of the request for proposal documents.

A. Responses to RFP Questions

1. Does the 12pt font apply to graphics/charts/tables?
 - a. No, as long as the graphic/charts/tables are easily readable?
2. Will a Table of Contents page be excluded from the 30pg count?
 - a. The Table of Contents page will not be excluded from the 30pg count, but is also not required.
3. Resumes typically have side bar information such as years of experience, education, accreditations, etc. will the 12pt font apply?
 - a. Resumes are not counted towards the page count and are typically found in the appendix.
4. Can the City confirm the 3 school districts as (1) La Habra City School District, (2) Lowell Joint School District, and (3) Fullerton Joint Union High School?
 - a. Yes, the three (3) school districts in the City of La Habra are – La Habra City School District, Lowell Joint School District, and Fullerton Joint Union High School District.

5. Can the City confirm whether the SRTS program will include both public and private schools?

- a. All schools, public and private, throughout the City are to be included in the SRTS program. The purpose of the SRTS program is to ensure safe passage from the public right-of-way to the school.

Include a statement of acknowledgement noting that you received Addendum No. 1 and include the acknowledgement letter after the cover letter. The acknowledgement letter will not count towards your final page count.

Date: August 19, 2024

BY ORDER OF THE CITY OF LA HABRA

BY:


Michael Plotnik, P.E., T.E.
City Traffic Engineer

A Project Understanding

Project Objectives

As an SS4A-funded Safe Routes to School plan, this project shall satisfy several critical objectives.

1. Meet City Requirements

Conform with other City practices and the expectations of residents and stakeholders.

2. Make the Action Plan Fundable & Implementable

Meet the requirements of the SS4A program and qualify the City for future SS4A implementation funding.

3. Provide Comprehensive Safety Recommendations

Achieve the above in a way that delivers a comprehensive set of safety and access recommendations for all schools in the City.



FEHR & PEERS VALUE-ADD

Fehr & Peers is uniquely well-positioned to satisfy these objectives. This icon highlights areas throughout the proposal where the Fehr & Peers team can bring unique additional value to the City of La Habra.

Key Project Insights

LOCAL KNOWLEDGE

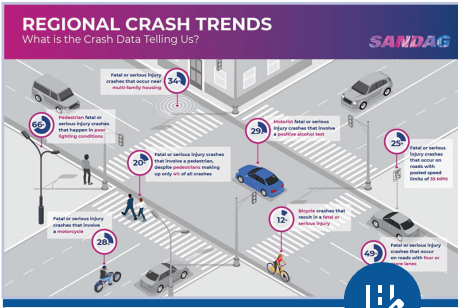
The City of La Habra is one of Fehr & Peers's most long-standing clients in Orange County. We have been working with the City consistently for nearly 20 years. Our ongoing traffic calming work is directly relevant to this project has familiarized us with the City's infrastructure, residents and stakeholders, allowing us to work much more efficiently and effectively on a project like this which requires a high degree of community buy-in.

Local Project Experience

- City of La Habra Neighborhood Traffic Calming (2005-Ongoing)
- Hacienda Road Safety Study (2007)
- City of La Habra NTMP Priority List (2010)
- OCTA Union Pacific Right-of-Way Trail Feasibility Study (2012)
- City of La Habra Bikeway Master Plan (2014)

Local Office

Our geographic proximity will also benefit the City and the project. Our team will be using staff from offices in Irvine, Long Beach, Los Angeles, and Riverside, which all provide easy access to the City of La Habra for meetings, fieldwork and public engagement opportunities.



FEHR & PEERS SS4A EXPERIENCE

Fehr & Peers is already working on over 15 SS4A Action Plans around the country, some of the first Action Plans to be completed with SS4A grant dollars.

We will leverage this collective experience to create a streamlined, compliant document for the City of La Habra that we know will meet SS4A requirements.



**FIND A LIST OF
PAST CLIENTS
AND EXPERIENCE
IN SECTION C**

SS4A GRANT COMPLIANCE

Fehr & Peers has an extensive list of SS4A-funded projects under our belt. Fortunately, the requirements are flexible and can be met efficiently with strategic planning up front. We have completed or are developing SS4A-compliant action plans for over a dozen jurisdictions across the country while tailoring each project to meet the unique needs of each agency and community.

For La Habra, our scope of work will meet the SS4A requirements to ensure eligibility for implementation funding while spending the bulk of our Team’s effort on developing comprehensive, detailed, and implementable packages of projects for each school, by turning required safety analysis into a school-oriented understanding of appropriate safety issues and countermeasures.

One critical part of our SS4A/ SRTS strategy is a filtering process we have developed to take Citywide collision data and zero in on school-related collisions. This allows us to dig much deeper into the school-related collisions and better understand how to assign infrastructure and non-infrastructure countermeasures to those collisions. The filtering process is described in more detail in the Scope of Work and is based on school proximity, age, time of day, and transportation mode.

Once we have isolated school age collisions, we request detailed collision reports from the Police Department to better understand how to prevent each crash type in the future. We also use filtered safety data to prioritize school area improvements for near-term implementation.

SRTS PLANNING & IMPLEMENTATION EXPERIENCE

In addition to an extensive list of SS4A grant experience, you will see in Section C that our team also has a proven track record of:

1. Developing high-quality Safe Routes to School Plans with grant-ready projects
2. Assisting our clients with securing grant funding for implementation from various sources
3. Preparing design plans and bid documents for SRTS improvements
4. Implementing non-infrastructure SRTS programs (bike rodeos, walk to school day events, etc.)
5. Providing bid support and construction oversight

This combined team experience allows us to continue to support the City from the initial planning of the improvements all the way through completion of the implementation process.

B Scope of Services

Approach

Fehr & Peers is prepared to be a proactive and transparent partner to the City of La Habra. We understand that City staff have limited time and resources, and we plan to provide our full scope of services with minimal instruction from the City or its partnering agencies.

Fehr & Peers has the management and technical resources that are necessary to successfully provide services as detailed by City of La Habra.

PROACTIVE & ONGOING COMMUNICATION

We have strong expertise and familiarity with SRTS and SS4A projects, and plan to leverage that expertise. At the same time, our project management approach focuses on frequent communications. Our team meets with the client early in the planning process to review and discuss desired project outcomes, critical issues, and other key insights that could influence the process. Throughout the project, we will be diligent about keeping City staff current on the project progress and alerting them to any potential issues that could affect the project schedule or budget as soon as they arrive. This close coordination enables us to proactively develop deliverables that are consistent with client expectations, while minimizing rework.

ATTENDANCE & RESPONSIVENESS

Our core team members are all local, living and working in Orange County, and are prepared to attend in-person meetings, hearings, and community events. At these in-person meetings and events we will provide technical expertise, guidance, and recommendations as a representative of the City.

RESOURCE SHARING

Fehr & Peers and our subconsultants will prepare all reports, summaries, analysis, cost estimates, and concept designs unless otherwise directed by the City of La Habra. All work products will be made available to the City of La Habra and/or its designee upon request.



CALIFORNIA-LICENSED ENGINEERS



Our designated project manager, **Delia Votsch, PE** is a California licensed civil engineer (C 90171). She will serve as the primary contact for the City throughout project duration, and will oversee all tasks and day-to-day work of the project. Her role will be to ensure overall technical quality of the work and that the project schedule and budget are met.



Additionally, several of our team's key personnel are also California licensed engineers, including **Steve Brown, PE** (local safety expert), **Kendra Rowley, PE** (lead engineer) and our civil subconsultant staff, **Aaron Silva, PE** and **Paul Martin, PE**.



READ MORE ABOUT STAFF QUALIFICATIONS IN SECTION D

Detailed Tasks & Deliverables



TASK 1

Project Initiation & Management

1.1 Consultant Kick-Off Meeting

Fehr & Peers will participate in a kick-off meeting hosted by the City of La Habra. We will discuss the background, goals, schedule, potential Stakeholders Committee members, coordination with Caltrans, and any other relevant topics of note to support the preparation of the SRTS Action Plan.

1.2 Project Management Meetings

Fehr & Peers will schedule and attend monthly in-person status meetings with City staff. We will prepare and submit agendas and meeting minutes for each status meeting.

TASK 1 DELIVERABLES

- **Attendance at one (1) in-person kick-off meeting** with City of La Habra Staff
- **Twelve (12) monthly, in-person status meetings** with City Project Manager and City Staff
- **Monthly meeting agendas and monthly meeting notes** summarizing decisions made, action items, and parties responsible

TASK 2

Stakeholder Participation

The SRTS Action Plan will leverage and grow partnerships among citywide stakeholders to build momentum to implement SRTS efforts throughout La Habra. A diverse stakeholder committee will guide technical analysis, engage schools and school districts, and demonstrate walkability audits and walk to school day events at schools.

2.1 Stakeholder Assessment

Fehr & Peers will coordinate with City staff to confirm the draft list of stakeholders. Stakeholders will be invited to participate in the Stakeholder Committee, Open House, or Technical Working Group.

2.2 Stakeholder Committee Meetings

Fehr & Peers will develop a fact sheet promoting the Stakeholder Committee, to be distributed by City staff at public events, committees, and groups. There will be four (4) in person meetings of the Stakeholder Committee during the project. The City of La Habra will organize and host the meetings, and Fehr & Peers will prepare content and lead discussions. Fehr & Peers staff will also prepare and share meeting notes.

EXISTING STAKEHOLDER RELATIONSHIPS

Our team has worked extensively in La Habra and other Orange County cities. We have collaborated frequently with key stakeholders such as **Orange County Transportation Authority (OCTA)**, the **Orange County Health Care Agency (OCHCA)**, and local community-based organization (CBOs) on a variety of projects including the City of Westminster Safe Routes to School and City of Santa Ana Safe Routes to School projects.

2.3. School District & School Staff Survey

Fehr & Peers will develop an online survey to identify existing programs, barriers, interests, and needs at all schools in La Habra. The first Stakeholder Committee Meeting will focus on refining the survey ahead of distribution to school staff. The survey will be an online survey and will be distributed to all three school districts that operate in the City of La Habra.

TASK 2 DELIVERABLES

- **Stakeholder List** (draft and final)
- **Four (4) in-person Stakeholder Committee meetings**
- **Online school survey**

TASK 3

Community Engagement

3.1 Community Open Houses

The project team will prepare materials and facilitate up to three (3) open houses. The goal of the open house events will be to share the goals and progress of the project, define the 5 E's, and gather community input. All materials will be prepared in English and Spanish, and Spanish translation will be available on-site.

3.2 Demonstration Encouragement Events

Walk 'n Rollers will lead this task to support Walk to School Day events. Walk 'n Rollers specializes in this type of event, having facilitated walk/bike to school days and walking school buses at many schools throughout Orange County. In addition to building off Walk 'n Rollers expertise, the project team will also coordinate with OCHCA regarding prior experience and materials regarding Walk to School Day events with local schools.

Walk 'n Rollers will coordinate with the Project team and Stakeholder Committee to identify school Champions at each school. They will also prepare promotional and other materials such as flyers, instructions, and tips and tricks to facilitate the Walk to School Day Events. Walk 'n Rollers will work directly with school Champions to ensure that they have the information they need to work with parents, teachers, and principals to have a successful event that emphasizes safe routes to walk to school. All promotional materials for the Walk to School Day Events will be prepared in English and Spanish.

3.3 Demonstration School Audits

Fehr & Peers will work with OCHCA to gather information on existing audits that have been completed. Following the WTSD events, the project team will organize School Walkability Audits. Audits will be held during either student drop-off or pick-up and will incite WTSD Champions, parents, and staff to participate. The goal of the Walkability Audits will be to identify areas to improve walking and rolling to school and to gather input from the audit participants.

The input and information gathered in this task will be used along with the data collected in Task 4 to inform the recommendations developed for each school as part of Task 5.1.



FLUENT IN SPANISH



Our project team includes several staff who are fluent in Spanish. They can produce bilingual materials and engage with the community in Spanish at project events.

Example Bilingual Engagement Materials

SAFE ROUTES TO SCHOOL
Attention Oxnard Students:
ART COMPETITION
Imagine if you didn't take a bus or a car to school.
How would you get there?
Students are encouraged to submit artwork showing the different ways they would get to school without using a vehicle. This project will inspire conversations about alternative transportation and the opportunities that exist for walking, biking or skating to school.

Create an original art piece with the theme:
Why drive, when you can... ?

Deadline: May 30

- Download an application at: www.oxnard.org/srts
- Open to grades K-12
- Grade Level Awards
- Eligible Artwork:
 - Drawing
 - Painting
 - Photography
 - Video/Animation
- Winners announced May 31
- Winners will be displayed at the Oxnard South Branch Library

Submit artwork to:
City of Oxnard Service Center
Attention:
Debbie O'Leary, Transportation Planner
214 S. C Street, Oxnard, CA 93030

Questions?
chinna@walkmorebikemore.org
(310) 204-4346

For more information please visit: www.oxnard.org/srts

RUTAS SEGURAS A LA ESCUELA
Atención estudiantes de Oxnard
Competencia de Arte
Imagina no tomar un autobús o vehículo para ir a la escuela.
¿Cómo llegarías allí?
Se anima a los estudiantes entregar obras de arte que enseñan las diferentes maneras de llegar a la escuela sin usar un vehículo. Este proyecto inspirará conversaciones acerca de la transportación alternativa y las oportunidades que existen para caminar, andar en bicicleta, o patinar a la escuela.

Crea una obra de arte original con el tema:
¿Por qué manejar, cuando puedes...?

Fecha límite: 30 de mayo

- Descargue una aplicación en: www.oxnard.org/srts
- Abierto a los grados K-12
- Premios para cada grado
- Obras de arte elegibles:
 - Dibujo
 - Pintura
 - Fotografía
 - Video/Animación
- Ganadores anunciados el 31 de mayo.
- Los ganadores se mostrarán en la biblioteca del sur de Oxnard.

Enviar obra de arte a:
City of Oxnard Service Center
Atención:
Debbie O'Leary, Transportation Planner
214 S. C Street, Oxnard, CA 93030

¿Preguntas?
chinna@walkmorebikemore.org
(310) 204-4346

Para más información por favor visite: www.oxnard.org/srts

3.4 Community Organization Presentations

Fehr & Peers will prepare and deliver the presentation materials for up to three (3) in-person meetings, such as Planning Commission or City Council. The presentations will provide updates on the Action Plan process, how to participate in the study, and recommendations.

3.5 Project Website

Fehr & Peers will prepare content for the City to update their website while will include the project overview, schedule, opportunities for engagement, project events, and toolkit.

TASK 3 DELIVERABLES

- **Three (3) Community Open Houses** with materials prepared in English and Spanish, and Spanish translation on-site
- **Walk to School Day**
- **At Least Fifteen (15) School Walkability Audits**
- **Three (3) In-Person Community Organization Presentations**
- **Content for Project Website**

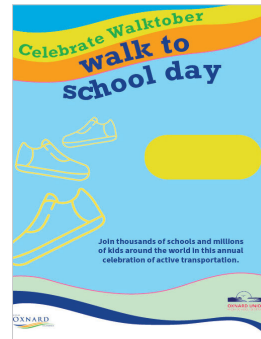
History of Successful School Engagement

The Fehr & Peers team has extensive experience hosting school safety related workshops, safety rodeos and assemblies.



City of Culver City Safe Routes to School Program

Walk 'n Rollers



City of Oxnard Safe Routes to School Program

Fehr & Peers, Walk 'n Rollers



Bike Skills Training in City of La Habra

Mark Thomas

TASK 4

Needs Analysis

4.1 Data Collection

Fehr & Peers will review relevant plans and policies and identify and map potential count locations around each school (on average one screenline and one intersection count per school area). Once locations are approved by the City, we will order counts, review the data, and prepare an easy-to-read summary table of count data by school. This data will be used to understand baseline levels of bicycle and pedestrian activity around each school.

We will also compile other available data for each school. We will work with the City and other partner agencies, such as school districts and OCTA. We anticipate the data will include:

- Location of schools
- Enrollment boundaries and numbers
- 24-hour traffic volumes from Master Plan of Arterial Highways network and sidewalk inventory
- Master Plan of Arterial Highways
- SB 535, AB 1550, National School Lunch Program, Household income, vehicle ownership
- Population by age
- Health metrics and disparities
- Students eligible for free lunch programs
- Existing and future bike network
- Employment and residential density
- Land Use classification

We will request all information be provided in GIS shape files if available. If not available, we will add the data into a GIS database to be used in the school evaluation and prioritization analysis.

We will also work with the City of La Habra and SCAG to acquire data from SCAG's Streetlight Data Portal that will allow us to perform an analysis that identifies the top routes used by people entering the area around each school during peak drop off and/or dismissal hours based on data availability and the ability to adequately screen most non-school related trips.

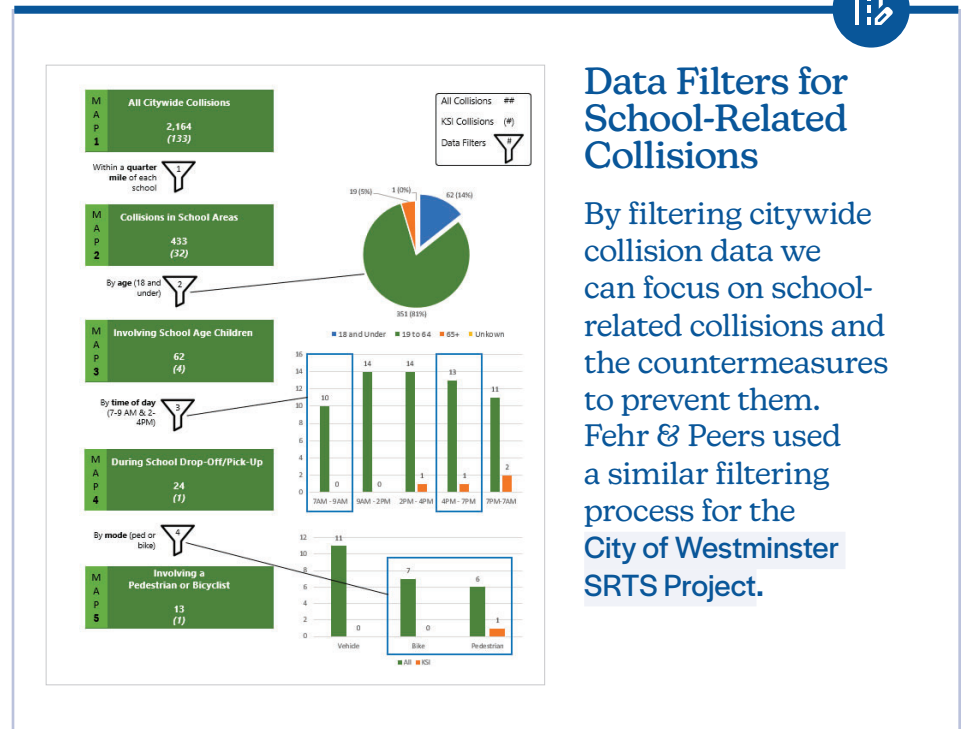
We will provide the City with roll call tally sheets to distribute to school principals and teacher to collect data on the modes of transportation used by students to arrive at school.

4.2 School Evaluation Criteria

Safety Assessment

The safety assessment will take the most recent 5-7 years of collision data (number of years to be decided by the City in conjunction with the consultant team) and identify school-related collisions using a series of data filters. The data filters will include:

- Proximity: typically set at 500 feet to ¼ mile from school campus or primary access points
- Age: typically involving victims 18 and under
- Time of day: collisions occurring during school drop off and pick up (7-9am; 2-4pm)
- Mode: motor-vehicle-only crashes can still be considered, but priority may be given to pedestrian and bicycle-involved collisions.



Once we have filtered out non-school related crashes, we will prepare a list and map of school related crashes and work with the City and the La Habra Police Department to obtain the full collision reports for school-related crashes. This will allow us to better understand the context of each collision and what types of countermeasures may be able to prevent this type of crash in the future. This review of collision reports will include the preparation of up to 10 custom diagrams of typical or notable crash types.

Evaluation of School Needs

Fehr & Peers will engage the Stakeholder committee to confirm our proposed approach to prioritizing school needs.

In this task we will compile data collected around each school as part of Task 4.1 and compile that data into a formatted profile of each school. The school profiles will include a packaged summary of available school-related data collected in previous tasks potentially including (but not limited to):

- Enrollment boundary map
- Map of top routes used to access campus
- Enrollment data
- Mode share (based on roll call surveys)
- School related crash data
- Custom collision diagrams of crash types at that school
- Free lunch program eligibility
- Disadvantaged community status

Fehr & Peers will develop prioritization framework that will prioritize by: (1) individual countermeasures based on their effectiveness and the local prevalence of the crash type they address; and (2) school area based on variables such as enrollment, vulnerable users (mode share), socioeconomic factors, crash history, and other available data. The prioritization framework will include four priority tiers from lowest to highest need.

4.3 School Ranking Analysis

The prioritization framework developed in Task 4.2 will be applied to improvement plans in Task 5. The draft school ranking based on the prioritization framework will be reviewed by the Stakeholder Committee and will be refined based on their input before being finalized.

4.4 Non-Infrastructure Efforts Inventory

In addition to infrastructure related solutions, Fehr & Peers will provide thoughtful recommendations around enforcement, education, encouragement, and evaluation.

Based on community and stakeholder input in Tasks 2 and 3, and the analysis in the remainder of task 4, recommended actions may include efforts to educate, promote awareness, and encourage road users to practice safe behaviors through opportunities for local partnerships, public outreach, and emerging technologies. These considerations will also balance the requirements for enforcement and emergency response, while ensuring programmatic changes are equitable in nature. This task will inventory existing efforts and identify opportunities to improve existing processes and policies, per SS4A guidelines.

Fehr & Peers will engage the Stakeholder Committee in review of the recommended solutions to be incorporated into the final Action Plan.

TASK 4 DELIVERABLES

- **Summary of count data**
- **GIS database**
- **Up to ten (10) collision diagrams**
- **School profiles**
- **School priority ranking list**
- **Non-Infrastructure Efforts Inventory**



TASK 5

Develop Action Plan

5.1 SRTS Recommendations and Action Items

Based on what we learn from Task 3 and 4, Fehr & Peers will identify infrastructure and non-infrastructure recommendations that are most applicable to each school.

Recommendations will be tabulated and provided on a summary map.

Mark Thomas will develop up to five (5) grant-ready conceptual designs and cost estimates for top-ranked projects at local schools. The concept plans and cost estimates will position the City for future funding opportunities including grant applications.

The engineering concepts will be developed to identify key challenges and ensure accurate conceptual engineering cost estimates can be prepared. The concept-level alternatives will illustrate motor vehicle lane widths, pedestrian improvements, bikeway treatments, conflict zone management, Americans with Disabilities Act (ADA) ramp modifications, potential changes to utilities, and traffic signal modifications. The conceptual engineering plans will be prepared at a scale of 1" = 50' and shown on an aerial graphic using AutoCAD base drawings. We assume the plans will focus upon the school frontage and a nearby intersection, thus, limited to a single sheet in AutoCAD.

The conceptual engineering plans will be prepared consistent with the applicable City Standards; Caltrans (applicable Standard Plans, Specifications & Special Provisions, and other reference materials); National Association of City Transportation Officials guidelines; California Manual of Uniform Traffic Control Devices; and Standard Specifications for Public Works Construction (Green Book). Our team has provided engineering support to the City directly when working on the OC Loop Segment A engineering design and addressing requests from the property owner which may have conflicted with requests from the California Public Utilities Commission.

Based on the developed concept plans, quantities will be generated, and unit pricing applied to prepare a conceptual level cost estimate using the Active Transportation Program (ATP) Grant Program Cost Estimate format. Unit costs will be determined based on review of local and regional examples, our firm examples, and discussion with City staff on typical unit rates. The ATP Cost Estimate format includes sections for soft costs that can be developed using percentage assumptions that will be developed collaboratively with City staff based on recent experiences.

IMPLEMENTATION-FOCUSED STRATEGY

Our team ensures that recommendations have feasibility for future implementation by public works staff at each agency utilizing the deep bench of engineering staff at Mark Thomas. Having a well-thought out set of engineering improvements is important to position the City for future capital grant pursuits for realistic and implementable projects. Implementation for each project will subsequently need to address funding, environmental review, utilities coordination, final design preparation, permitting, and construction.

Context-Specific SRTS Recommendations



Depending on the context of each school, recommended projects may include a combination of pedestrian, bicycle and vehicle access improvements. Shown above is an improvement map for Godinez high school from the City of Santa Ana SRTS.

5.2 How-To Toolkit

As part of the content developed for the City’s website in Task 3.5, Fehr & Peers will include a “How-To” toolkit. The toolkit will be made for parents, City staff, law enforcement, or other relevant parties to implement SRTS efforts. Fehr & Peers will rely on materials and data already prepared by OCHCA and other SRTS initiatives.

The Toolkit will include guidance on how to perform a school walk audit, host a walk to school day event, and how to encourage walking and biking through school programming or training.

5.3 Identify Funding Opportunities

Our team will provide a matrix of various funding opportunities to align the project recommendations for successful grant funding pursuits such as the OCTA CSP, ATP, Federal SS4A, and HSIP. We will summarize the funding matrix with recommendations on efforts to position for future grants and strengthen competitive positioning for funding success.

We propose to focus much of our effort in this task towards content and work towards grant applications. While the specific grant cannot yet be identified, we have allocated dedicated budget towards support on grants for the City of La Habra. Grant funding support may include narrative text, graphics, maps, and technical analysis. We will work with City staff to identify the most effective use to time to focus on the grant application support.

As part of this task, we will support the City in the development of up to three grant applications for the funding source identified as most appropriate for the project. This support will include compiling a project description, conceptual designs and cost estimates completed in Task 5.1, and collision diagrams or analysis using the data collected in Task 4.



EXPERIENCED GRANT WRITERS

Fehr & Peers staff includes dedicated grant writers who have been successful in winning over \$1.2 billion in local, state, and federal grant funding for California agencies over the past 5 years. Fehr & Peers wrote over 10 ATP applications for the past few cycles, and wrote one-third of all OCTA CSP applications for the inaugural 2023 grant deadline.

5.4 Draft & Final Action Plan

We will prepare the analysis and memorandum from previous tasks in a manner that can be seamlessly incorporated into the final report.

In addition to condensing the technical details of the data collection and analysis, the draft Action Plan will include the following:

- A summary of public engagement and input during engagement efforts.
- Easy-to-understand fact sheets to describe the process and methodology of the analysis and its outcomes leading to the project recommendations.
- A prioritized list of projects designed to address issues identified and a roadmap to successful deployment of such improvements.
- Recommendations for tracking progress of the plan over time, per SS4A guidelines.

The draft Action Plan will be submitted for review by City staff. After a consolidated set of comments by City staff, Fehr & Peers will revise the draft and prepare a Final Action Plan for distribution to the Stakeholder Committee and for public review on the City’s website.

5.5 Action Plan Presentations

Fehr & Peers will prepare a presentation that summarizes the Final Action Plan. Fehr & Peers will present the Action Plan presentation to City Council at one (1) in-person meeting.

TASK 5 DELIVERABLES

- **30% Concept Plans** (50-scale sheet) for top 5 priority schools with two (2) rounds of City review
- **Cost Estimates** for all schools
- **How-To Toolkit**
- **Funding and Next Steps Memorandum** (draft and final)
- **Grant Support** for up to 3 HSIP applications, or 1 SS4A implementation or demonstration application
- **Draft Action Plan**
- **Final Action Plan**
- **Summary Presentation**
- **Attendance at one (1) in-person meeting** to present Final Action Plan

ADDITIONAL CAPACITY

As noted, Fehr & Peers and Mark Thomas have the experience and staff necessary to provide Plans, Specifications, and Estimates (PS&E) services, as well as bid support and construction management services.

While we anticipate these efforts would be completed outside of this proposed schedule and contract, our team is qualified and ready to assist with the subsequent implementation phases that result from the Action Plan.

Proposed Work Schedule

The proposed NTP and kickoff date of October 2024 provides the perfect starting point for this project. This gives the Project team an excellent ramp up period to form the Stakeholder Committee and coordinate with champions and local schools to target Walk to School Day events in April and May. This will allow us to focus on the bulk of our analysis and recommendations while schools are out of session, before being able to share the final Action Plan after the next school year begins in the fall of 2025.

	2024			2025										
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Task 1 Project Initiation & Management														
1.1 Consultant Kick-Off Meeting														
1.2 Monthly Project Meetings (12)														
Task 2 Stakeholder Participation														
2.1 Stakeholder Assessment		D	F											
2.2 Stakeholder Committee Meetings														
2.3 School District & School Staff Survey				D	F									
Task 3 Community Engagement														
3.1 Community Open Houses														
3.2 Demonstration Encouragement Events														
3.3 Demonstration School Audits														
3.4 Community Organization Presentations														
3.5 Project Website		D	F											
Task 4 Needs Analysis														
4.1 Data Collection														
4.2 School Evaluation Criteria														
4.3 School Ranking Analysis														
4.4 Non-Infrastructure Efforts Inventory														
Task 5 Develop Action Plan														
5.1 SRTS Recommendations and Action Items														
5.2 How-To Toolkit														
5.3 Identify Funding Opportunities														
5.4 Draft & Final Action Plan												D	F	
5.5 Action Plan Presentations														

D: Draft
F: Final

C Previous Projects & Experience



PRIME CONSULTANT PROJECT MANAGEMENT & TECHNICAL ANALYSIS

At Fehr & Peers, we are passionate about transforming transportation consulting through innovation and creativity. We derive inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. Since 1985, clients have trusted us to help them overcome barriers and uncertainty by combining our advanced expertise with curiosity, humility, and initiative to deliver implementable, data-driven solutions that reinforce community values. From the most straightforward to the most complex, we actively listen to client and community needs and handle every project with diligence and focus.

Our Commitment to Safety

Fehr & Peers has a deep bench of safety experts from around the country, who come together monthly through the Safety Discipline Group to collaboratively problem solve on complex safety issues for our clients. These experts are available to provide additional insight, advice, and technical know-how. Our companywide safety team includes experts in coding, automating data analysis processes, in-depth engineering design, and data visualization and mapping. As a firm, Fehr & Peers has led SS4A Grant Applications, Comprehensive Safety Action Plans, LRSP & SSAR Projects, Vision Zero Projects, and hundreds of other multimodal safety-focused projects for cities, DOTs, towns, and municipalities across the nation.

Our staff are nationally recognized safety experts who routinely publish original research, serve on national committees, hold Road Safety Professional certifications, and teach courses to others in the industry. We do this while maintaining our commitment to translating those techniques into practical solutions. We created the award-winning Pedestrian Safety Assessment program now in use throughout California; teach multimodal safety and complete streets courses at the regional, state, and national level; contributed to the development of a critical new Vision Zero resource co-released by the Vision Zero Network and ITE, Core Elements for Vision Zero Communities; and wrote ITE's recommended practice on how to safely accommodate bicyclists and pedestrians in freeway interchange areas. Our staff hold leadership positions on national safety committees, including the ITE Safety Council, the ITE Complete Streets Council, the ITE Vision Zero Task Force, and several bicycle and pedestrian TRB committees.

Fehr & Peers
Safety Experience

BY THE NUMBERS

32
SS4A-Funded Safety
Plans Underway

23
Certified Road Safety
Professionals Firmwide

120+
Other Safety Projects

\$150M+
Safety Implementation
Grant Funding Awarded
to Our Clients

Based on our 2023 Client Survey Results:

98%
of clients said we met and
exceeded expectations

100%
said they would use us again

List of Previous Project Experience

● Fehr & Peers

● Mark Thomas

● Walk 'n Rollers

Safe Routes to School

Our team has extensive Safe Routes to School planning experience with a strong focus on developing projects that are grant-ready and implementable.

- **City and County of Denver, CO** | Safe Routes to Schools Travel Plans ●
- **City of Carlsbad, CA** | Safe Routes to School ●
- **City of Culver City, CA** | Safe Routes to School Program ●
- **City of Davis, CA** | Chavez Elementary School Complete Streets ●
- **City of Santa Ana, CA** | Safe Routes to School ● ●
- **City of Oxnard, CA** | Safe Routes to School Plans, Phase I & II ● ●
- **City of Rancho Cucamonga, CA** | School-Focused ATP ●
- **City of Tampa, FL** | School Safety Study ●
- **City of Westminster, CA** | Safe Routes to School ● ●
- **El Monte Union High School District** | Active Transportation Plans ●
- **Multnomah County, OR** | SRTS School Zone Inventory ●
- **OCTA** | Safe Routes to School ●
- **OCTA** | STEP Program ●
- **Santa Cruz County** | SLV Schools Complex Circulation and Access Study ●
- **SANDAG** | Safe Routes to Transit ●

SS4A Grant Experience

Our team also has extensive experience leading SS4A-funded projects across the country and will ensure that all requirements are met to ensure that the City is eligible for future rounds of SS4A implementation funding.

- **City of Auburn, CA** | SS4A Plan Application & CSAP ●
- **City of Boulder, CO** | Implementation Application ●
- **City of Hagerstown, MD** | CSAP ●
- **City of Kent, WA** | CSAP ●
- **City of Laguna Beach, CA** | CSAP ●
- **City of Orange, CA** | SS4A Grant Support ●
- **City of Palo Alto, CA** | CSAP ●
- **City of Pasadena, CA** | CSAP ●
- **City of Silverthorne, CO** | CSAP ●
- **City of Stockton, CA** | Plan Application ●
- **City of Thornton, CO** | CSAP ●
- **City of Walnut Creek, CA** | Safety in Action Planning & Demonstration ●
- **Colusa Rancheria/Colusa Indian Community Council, CA** | CSAP ●
- **County of Orange, CA** | CSAP ●
- **Counties of Sutter & Yuba, CA** | Regional CSAP ●
- **Five County Association of Governments, UT** | CSAP ●
- **Gunnison County, CO** | CSAP ●
- **Kenai Peninsula Borough, AK** | CSAP ●
- **MetroPlan Orlando, FL** | CSAP ●
- **Nevada DOT** | Plan Application ●
- **SANDAG Regional VZAP/CSAP, CA** | CSAP ●
- **Town of Castle Rock, CO** | CSAP ●
- **Wasatch Front Regional Council, UT** | CSAP ●

Select Project Qualifications

The following pages detail representative samples of our team’s project management, safety analysis, and community engagement qualifications from within the past 3 years.

● Fehr & Peers

City of Carlsbad Safe Routes to School

🕒 2023-Ongoing

The Fehr & Peers team is working together with the city to deliver tailored Safe Routes to School Plans for Jefferson Elementary School, Aviara Oaks Elementary and Middle School, and Sage Creek High School.

KEY STAFF

Matt Benjamin, Principal-in-Charge
Kendra Rowley, Project Manager

● Fehr & Peers

● Mark Thomas

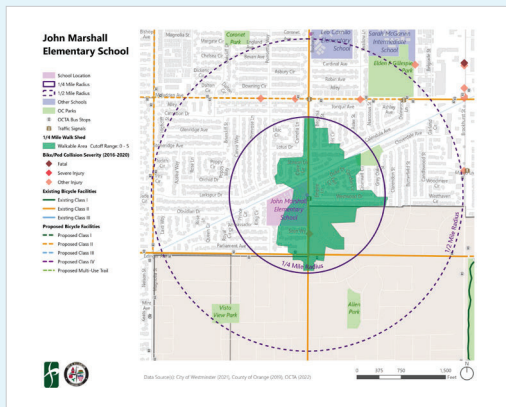
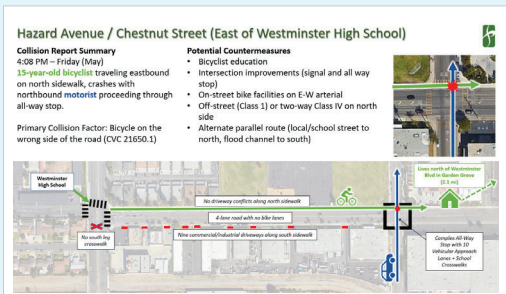
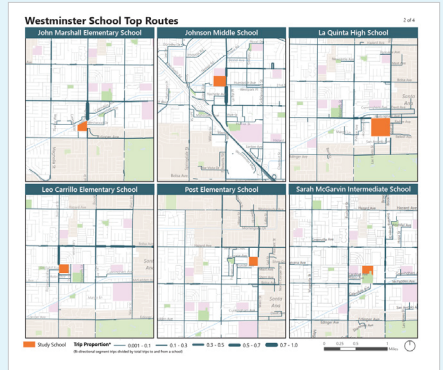
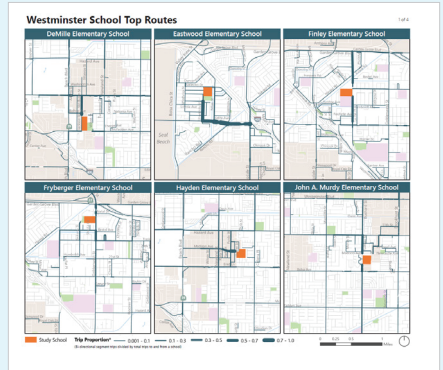
City of Westminster Safe Routes to School

🕒 2022-2023

Fehr & Peers and Mark Thomas are serving on a team to develop Safe Routes to School (SRTS) plans for 21 schools in the City of Westminster, California. The plan shall evaluate 21 public elementary, middle, and high schools located within the Garden Grove Unified, Huntington Beach Union High, Ocean View, and Westminster School Districts. Fehr & Peers staff led the collection of existing conditions, including collision history, conformance with other plans, and school-area counts. Fehr & Peers completed a detailed review of school-related collisions and prepared an analysis of gaps within a quarter mile walkshed of each school. Finally, Fehr and Peers will use our knowledge of the local area and understanding of the client’s needs to provide a feasibility review of proposed projects.

KEY STAFF

Matt Benjamin, Principal-in-Charge
Raymond Poss, Lead Analyst
Paul Martin, Subconsultant PM
Aaron Silva, Project Engineer





City of Culver City Comprehensive Safe Routes to School Program

🕒 2014-Ongoing

Walk 'n Rollers is supporting seven schools with Safe Routes to School education and encouragement activities. The program develops and maintains active walk to school activities at each school, bike skills events, travel surveys, pledge drives and maintains a SRTS website and twice-monthly newsletter. Activities include development of curriculum and training of PE teachers in pedestrian safety, LAB-based bicycle safety classes, group rides, numerous community-based bike safety events, community-based safety campaigns, regular, ongoing promotion and outreach efforts to maximize participation and awareness.

KEY STAFF

Jim Shanman, Safe Routes to School Coordinator

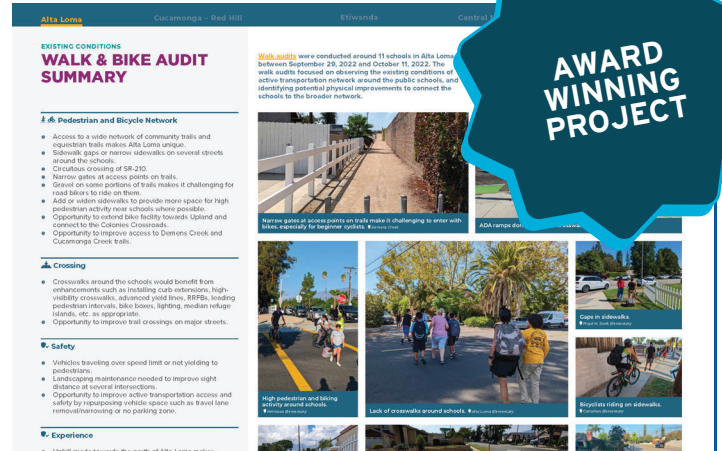
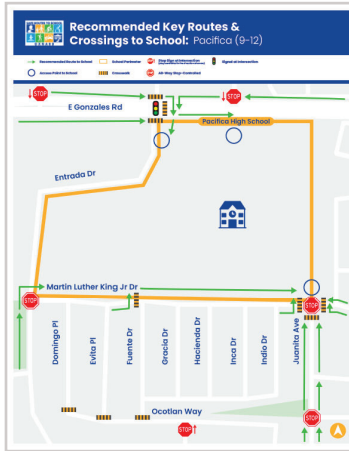
City of Santa Ana Willits Street Safe Routes to School Program

🕒 2022-Ongoing

The Willits Street Safe Routes to School Program focuses on education and encouragement for two high schools and one middle school in a community with new infrastructure improvements. Students are participating in workshops that provide education in safe urban cycling, basic bike mechanic skills workshops, group ride leadership and community advocacy to encourage ridership on bicycle infrastructure. Students will gain knowledge and experience related to bike safety measures and will be able to provide workshops to other students in their respective schools.

KEY STAFF

Jim Shanman, Project Lead
Wendy Ortiz, Assistant Lead



City of Oxnard Safe Routes to School Phases I & II

🕒 2022-Ongoing

Fehr & Peers is developing SRTS plans for 51 schools in Oxnard. After delivering plans for 26 school in the first phase of the City’s SRTS program, the City hired Fehr & Peers develop plans for the City’s remaining 25 schools. The SRTS program includes walkability assessments, educational programming, and coordination with stakeholders, such as school districts, principals, school outreach specialists, campus supervisors, City of Oxnard Public Information Office, and City of Oxnard Police Department. Walk ‘n Rollers prepared education and encouragement activities for dozens of schools and supported in both phases. Activities included bicycle safety education at middle schools, pedestrian safety assemblies with classroom presentations elementary schools, parent conversations and Walk to School Day planning training sessions, Walk to School campaigns and annual arts contest. Each school’s SRTS plan will include key issues and walk audit observations, collision and citation trends, infrastructure and programmatic recommendations, suggested key routes to school, and before/after project counts.

KEY STAFF

- Matt Benjamin**, Principal-in-Charge
- Kendra Rowley**, Design Engineer
- Jim Shanman**, Engagement Lead

City of Rancho Cucamonga School-Focused ATP

🕒 2022-2023

Fehr & Peers led the team including Mark Thomas, to develop a school-oriented ATP for the City of Rancho Cucamonga. The plan builds on the City’s award-winning General Plan (also supported by Fehr & Peers) that identified a robust active transportation network as part of their layered mobility network. As part of our work on the ATP, Fehr & Peers developed the design details for each project and identifying new projects to complete the network with a primary focus on access to schools. We provided regular updates to representatives from all school districts serving the city, and led facilitated discussions with youth leaders through the City’s Annual Teen Summit. The final plan presented a detailed list of feasible projects with a strong emphasis on implementation. Several projects moved into the funding/implementation phase within less than a year of project completion.

This project received the **Inland Empire APA Award of Excellence in Transportation Award** in 2024.

KEY STAFF

- Delia Votsch**, Project Manager
- Matt Benjamin**, Design Engineer
- Raymond Poss**, Safety Technical Analysis
- Paul Martin**, Task Lead

● Fehr & Peers

● Mark Thomas

City of Westminster Garden Grove Boulevard Complete Street

🕒 2019-2023

Fehr & Peers and Mark Thomas staff were involved from planning to ribbon cutting on the City of Westminster Garden Grove Boulevard Complete Streets Project. This complete street project reduced vehicle travel lanes on Garden Grove Boulevard to create a 1.5-mile Class IV bikeway along the northern limits of the roadway.

Fehr & Peers was involved in the design of a two-way, class IV bicycle facility and led the design for traffic signal modifications and street lighting associated with the new bikeway. The new class IV bikeway repurposes the cross section on Hoover to remove one travel lane, shifts traffic and includes new bicycle traffic signals, bicycle detection, new ATC controllers, video detection, push buttons and other traffic signal upgrades intended to improve traffic flow and safety for all users throughout the corridor.

Mark Thomas provided civil design, landscape architecture design, and final PS&E. The project involved coordination with Caltrans District 12 and OCTA for improvements on Garden Grove Boulevard at the SR-22 eastbound ramps. These improvements include constructing bicycle lanes to Bolsa Chica Road, adding crosswalks, and signal modifications. The bicycle lanes on Bolsa Chica Road tie into the

I-405 Design/Build project. A raised planted median provides separation between vehicles and bicycles and serves as a stormwater treatment for roadway runoff. Travel lane reductions and the addition of buffered bike lanes were incorporated along Edwards Street from Garden Grove Boulevard to Trask Avenue and along Trask Avenue to Hoover Street.

This project provided bicycle connectivity along the City's northern limits and ties into the north-south Mendez Trail along Hoover Street. Additional improvements included pedestrian level lighting, traffic signal modifications, pavement repair, asphalt overlay, and correction of driveways and curb ramps.

The project won awards in 2024 from the American Planning Association, American Society of Civil Engineers, and the California Transportation Foundation.

AWARD
WINNING
PROJECT



Award of Excellence:
Transportation Planning
Category APA Orange
Section, 2024

Award of Merit:
Implementation (Small
Jurisdiction) Category
APA California Chapter,
2024

Complete Streets Project
Award CTF, 2024

Outstanding
Transportation Project
Award ASCE Orange
County, 2024

KEY STAFF

Kendra Rowley, Design Engineer

Aaron Silva, Civil Design

Paul Martin, Civil Design

Client References

● Fehr & Peers

City of Rancho Cucamonga School-Focused Active Transportation Plan

Justine Garcia, MPA
Deputy Director of Engineering
Services
Transportation-Land Development-
Capital Management
City of Rancho Cucamonga
909.774.2046
Justine.Garcia@cityofrc.us

City of Carlsbad Safe Routes to School

Nathan Schmidt
Transportation Planning & Mobility
Manager
City of Carlsbad
442.339.2734
nathan.schmidt@carlsbadca.gov

City of Westminster Safe Routes to School

Adolfo Ozaeta
Assistant City Manager
City of Westminster
714.548.3178
A0zaeta@westminster-ca.gov

● Walk 'n Rollers

City of Culver City Citywide Safe Routes to School Program

Andrew Maximus
Mobility and Traffic Engineering
Manager
City of Culver City
310.253.5628
maximus@culvercity.org

City of Moreno Valley Safe Routes to School Program

Quang Nguyen
Senior Engineer
City of Moreno Valley
951.413.3159
quangn@moval.org

● Mark Thomas

City of Anaheim Pedestrian Safety Project

Rafael Cobian
City of Anaheim
714.765.4991
rcobain@anaheim.net

City of Santa Ana Vision Zero Project

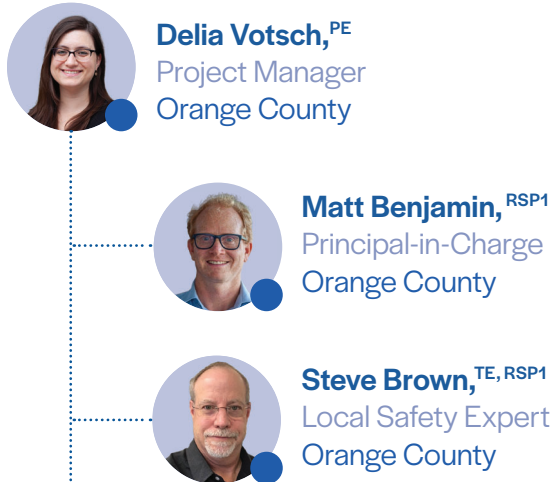
Zdenek Kekula
City of Santa Ana
714.647.5013
zkekula@santa-ana.org

D Resumes of Project Team

Organization Chart

Our dedicated team has been carefully selected to offer the City of La Habra high-quality solutions and project deliverables. Specific skills and expertise of our project team are summarized on the following page.

PROJECT MANAGEMENT



PROJECT MANAGEMENT

The project will be managed by an experienced and dedicated team. **Delia Votsch, PE** will serve as the primary contact for the City throughout project duration, receiving support, guidance, and QA/QC from **Matt Benjamin, RSP1** and **Steve Brown, TE, RSP1**. Each are senior level consultants with relevant expertise and experience.

TECHNICAL ANALYSIS

Kendra Rowley, PE
Lead Engineer
San Diego

Baldwin Ngai
Senior Planner
Orange County

Raymond Poss, PE
Engineer
Orange County

TECHNICAL ANALYSIS

Paul Martin, PE, TE, LCI
Lead Civil Engineer
Irvine

Aaron Silva, PE
Civil Engineer
Sacramento

DEMONSTRATIONS & ENGAGEMENT

Jim Shanman, LCI
Programs Coordinator
Los Angeles

Wendy Ortiz
Lead Instructor
Los Angeles

- Fehr & Peers
- Mark Thomas
- Walk 'n Rollers

→ RESUMES OF KEY PERSONNEL

Detailed staff resumes with additional qualifications are available as an Appendix.

At a Glance: Personnel Staffing Levels & Experience

NAME & ROLE YEARS OF EXPERIENCE	STAFFING LEVEL	OFFICE LOCATION	NOTABLE SKILLS & QUALIFICATIONS
Delia Votsch, PE Project Manager 🕒 9 Years	Associate II	Irvine	<ul style="list-style-type: none"> California Licensed Civil Engineer (90171) Has managed 60+ projects in Orange County Project Engineer on La Habra Neighborhood Traffic Calming Project
Matt Benjamin, RSP1 Principal-in-Charge 🕒 23 Years	Principal	Irvine	<ul style="list-style-type: none"> Certified Road Safety Professional (RSP1) Experienced as PIC on several SRTS projects Fluent in Spanish
Steve Brown, TE, RSP1 Local Safety Expert 🕒 32 Years	Vice President	Irvine	<ul style="list-style-type: none"> California Licensed Transportation Engineer Certified Road Safety Professional (RSP1) Project Manager of La Habra Neighborhood Traffic Calming Project
Kendra Rowley, PE Lead Engineer 🕒 14 Years	Associate II	San Diego	<ul style="list-style-type: none"> California Licensed Civil Engineer (83376) Project Manager of Carlsbad SRTS Project Leads the Fehr & Peers internal Complete Streets Design Practice
Baldwin Ngai Senior Planner 🕒 7 Years	Senior Planner II	Irvine	<ul style="list-style-type: none"> La Habra Local Resident 🏠 Former Associate Traffic Engineer with the City of Rancho Cucamonga
Raymond Poss, EIT Engineer 🕒 2 Years	Engineer II	Irvine	<ul style="list-style-type: none"> Engineer-in-Training (96976EI) Lead Analyst on the Westminster SRTS project Fluent in Spanish
Paul Martin, PE, TE, LCI Lead Civil Engineer 🕒 25 Years	Senior Project Manager	Irvine	<ul style="list-style-type: none"> California Licensed Civil Engineer Instructor, Caltrans Active Transportation Resource Center (ATRC) Former OCTA Active Transportation Coordinator APBP Professional of the Year Award
Aaron Silva, PE Project Engineer 🕒 17 Years	Associate	Sacramento	<ul style="list-style-type: none"> California Licensed Civil Engineer Project Manager of the Westminster Garden Grove Boulevard Complete Street Project
Jim Shanman, LCI Demonstrations & Engagement 🕒 14 Years	Executive Director	Los Angeles	<ul style="list-style-type: none"> SRTS Coordinator for Culver City Led Educational Campaigns and Demonstration Events for 100+ Schools Certification in Comprehensive Bikeway Design (IBPI)
Wendy Ortiz Demonstrations & Engagement 🕒 15 Years	Lead Instructor	Los Angeles	<ul style="list-style-type: none"> Assistant Lead on the Santa Ana Willits SRTS Project & Costa Mesa Bicycle Safety Education Lead Instructor of Smart Cycling & Bike Safety Classes Fluent in Spanish

E Firm Representative



ACCESSIBILITY TO THE FEHR & PEERS OFFICE

Fehr & Peers has several local offices and will serve the City of La Habra primarily from our Orange County location. Our staff are available and eager to work directly with City staff.

Fehr & Peers Long Beach

100 Oceangate, Suite 1425
Long Beach, CA 90802
(562) 294-5848

Fehr & Peers Orange County

101 Pacifica, Suite 300
Irvine, CA 92618
(949) 308-6300

Fehr & Peers Los Angeles

600 Wilshire Blvd, Suite 1050
Los Angeles, CA 90017

Primary Contact

Delia Votsch, PE will serve as the project manager and primary contact for all communications.

Delia Votsch PE
Project Manager
Primary Contact
(949) 308-6323
d.votsch@fehrandpeers.com

Authorized Representative

Steven Brown, TE, RSP1 is an officer and senior vice-president of the firm. He is authorized to represent and bind Fehr & Peers contractually.

Steven Brown TE, RSP1
Senior Vice President
Authorized Signer
(949) 308-6321
s.brown@fehrandpeers.com

F Subconsultants

Mark Thomas

Mark Thomas is a recognized industry leader in the planning, design, and delivery of bicycle and pedestrian mobility improvements.

Their reputation is realized through more than 390 team members over 11 offices that are strategically located to support the communities in which staff live. Since 1927, their experience covers a wide array of transportation projects, and one of their key focus areas is the planning and design of active transportation, complete streets, and bicycle and pedestrian improvements and enhancements based on National Association of City Transportation Officials (NACTO), Caltrans Highway Design Manual (HDM), Caltrans Design Information Bulletin (DIB) 89 Class IV Bikeway Guidance, and other Complete Street guidelines. Mark Thomas staff have in-depth knowledge of design details and state-of-the-practice design solutions.

Additionally, since 2017, Mark Thomas staff have secured over \$1.16 billion in competitive grant funding for agencies in California. Their team has extensive experience providing grant writing support throughout the State, including with agencies throughout Orange County. They have prepared grant applications for the cities of Santa Ana, Brea, Laguna Niguel, Costa Mesa, and Buena Park as well as Orange County. Mark Thomas also prepared the top scoring ATP Cycle 5 application in the region, OC Loop Segment O with a score of 91.



SUBCONSULTANT INFORMATION

Mark Thomas

2121 Alton Parkway, Suite 210
Irvine, CA 92606

Year Established

Founded in 1927
97 Years in Business

Firm Structure

California Corporation

Services Offered

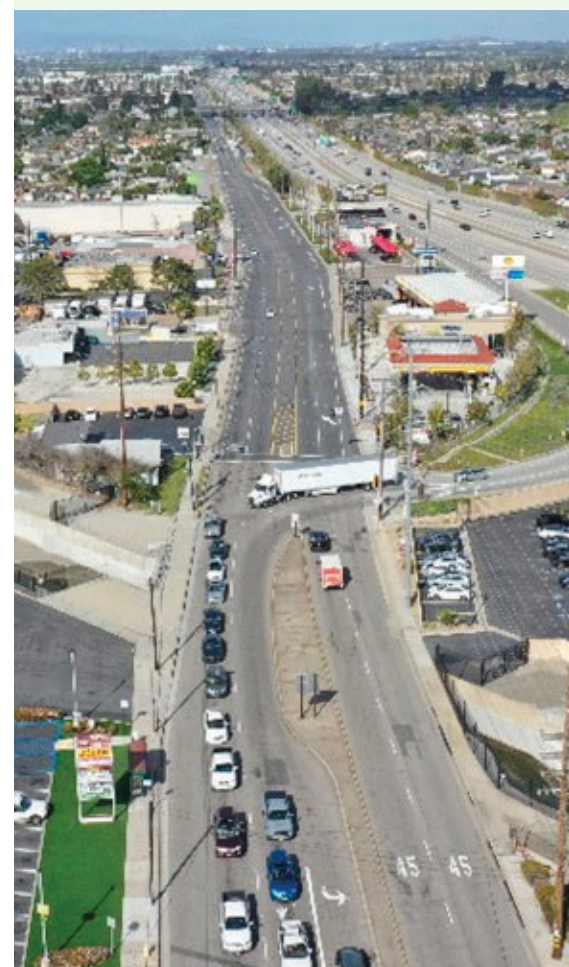
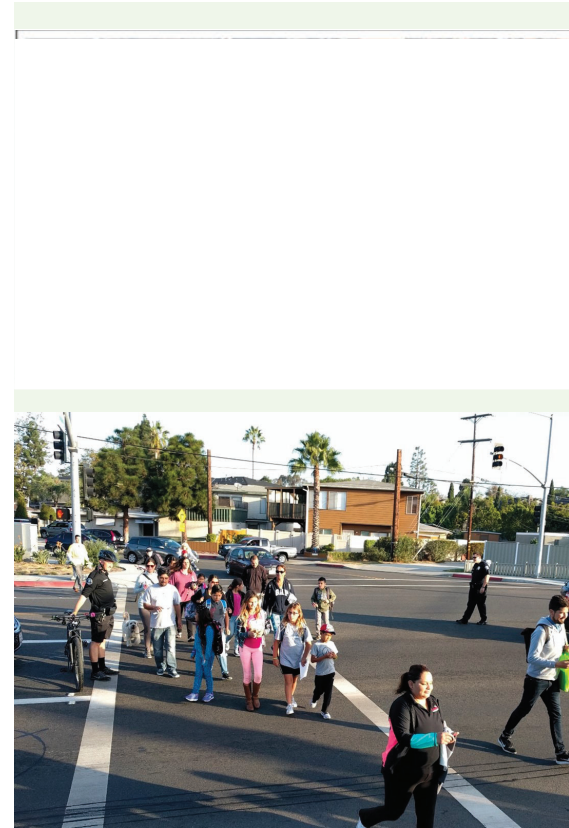
- Conceptual Design
- Cost Estimating
- Grant Application Support

List of Previous Project Experience

Mark Thomas's experience includes recent walk audits at all schools in the cities of Westminster and Rancho Cucamonga, organizing the Countywide Safe Routes to Schools efforts, and leading Santa Cruz County's SLV Schools Complex Circulation and Access Study.

They are currently working on several Active Transportation Projects (ATP) in and around Orange County including Santa Ana, Laguna Niguel, Westminster, County of Orange, Irvine, etc. We are actively planning and implementing bicycle and pedestrian enhancements throughout the State. This work has involved analyzing current deficiencies, reviewing traffic and safety data, meeting with communities and stakeholders, and developing feasible and fundable solutions.

- **City of Anaheim, CA** | Pedestrian Safety Project ●
- **City of La Habra, Brea, & OCTA** | OC Loop Strategy & Implementation ●
- **City of Santa Ana** | Vision Zero Project ●
- **City of Santa Ana** | Safe Routes to School ●●
- **City of Westminster** | Safe Routes to School ●●
- **County of Butte** | Countywide Safety and Action Plan (SAP) ●
- **OCTA** | Safe Routes to School ●
- **Orange County, CA** | Pedestrian and Bicycle Safety Program ●●
- **Santa Cruz County** | SLV Schools Complex Circulation & Access Study ●
- **Tuolumne TCTC** | Interregional Bicycle Tourism Study ●●



Walk 'n Rollers

Walk 'n Rollers is a grass-roots, local non-profit organization whose mission is to encourage families to rethink their commutes to school by walking, biking, carpooling or using transit when possible.

Walk 'n Rollers focuses on Safe Routes to School education and encouragement programming, walk and bike to school day planning, school-based pedestrian and bicycle safety education, community bicycle safety and encouragement activities, including Kids Bike Skills Workshops and group rides.

They have worked with government agencies, school districts and urban planning/environmental engineering firms on programs in Los Angeles, Orange, Riverside and Ventura counties.

Walk 'n Rollers's experience in disadvantaged communities ranges from event planning to program coordination and facilitation to community outreach. For example, working in San Fernando, they coordinated and managed the event hub programming at San Fernando Street Fest, a Metro-sponsored open streets event. In Cudahy, they facilitated Cudahy en Marcha, a community-based organization focused on community walks and SRTS programs. In Pico Rivera, they served as the education and encouragement specialists on a two-year SRTS program and in Santa Ana they lead an effort to retrain LCIs and deliver a series of adult-oriented bicycle safety workshops.



SUBCONSULTANT INFORMATION

Walk 'n Rollers Inc.

8800 Venice Blvd., Suite 301
Los Angeles, CA 90034

Year Established

Founded in 2012
Incorporated in 2018
12 Years in Business

Firm Structure

501(c)3 non-profit organization

Services Offered

- Safe Routes to School Programming
- Bicycle and Pedestrian Safety Education
- Community Event Planning
- Community Outreach
- Walk Audits, Planning and Delivery
- Bilingual Engagement

List of Previous Project Experience

Walk 'n Rollers have worked in a wide range of communities throughout Southern California, including: Culver City, Lennox, Santa Monica, Pico Rivera, Glendale, East LA, South LA., San Fernando, Cerritos, Downey, Santa Clarita, Santa Ana, Cudahy, San Fernando, Ontario, Riverside, Ontario, Lake Elsinore, Chino, Mar Vista and West LA.

They have collaborated with local government and school districts alike as well as organizations such as SCAG, Metro, CicLAvia, Rails to Trails Conservancy, National Parks Service and LACBC. They have overseen and implemented city-wide SRTS programs in Culver City and Pico Rivera and hosted dozens of pedestrian and bicycle education events including Kids Bike Skills Workshops, Walk 'n Roll Festivals and Group Rides. Their experience working in these diverse communities allows them to bring a unique level of education and encouragement-focused expertise.

- **City of Costa Mesa, CA** | Bicycle Safety Education Program ●
- **City of Culver City, CA** | Comprehensive Safe Routes to School Program ●
- **City of Oxnard, CA** | Safe Routes to School Plan, Phase I ●●
- **City of Oxnard, CA** | Safe Routes to School Plan, Phase II ●●
- **City of Pico Rivera, CA** | Safe Routes to School Program ●
- **City of Placentia, CA** | Pedestrian and Bicycle Safety Program ●
- **City of Lennox, CA** | Bicycle and Pedestrian Safety Education ●
- **City of Moreno Valley, CA** | Safe Routes to School Program ●
- **City of Santa Ana, CA** | Bicycle Education Program ●
- **City of Santa Ana, CA** | Willits Street Safe Routes to School Program ●
- **OCTA** | OC Safe Transportation Education (STEP) Program ●
- **Orange County, CA** | Pedestrian and Bicycle Safety Program ●●



G Compliance

Required Statements

Fehr & Peers has the management and technical resources that are necessary to successfully provide services as detailed by City of La Habra. We are eager to continue our longstanding partnership with the City.

ABILITY TO ENTER INTO CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

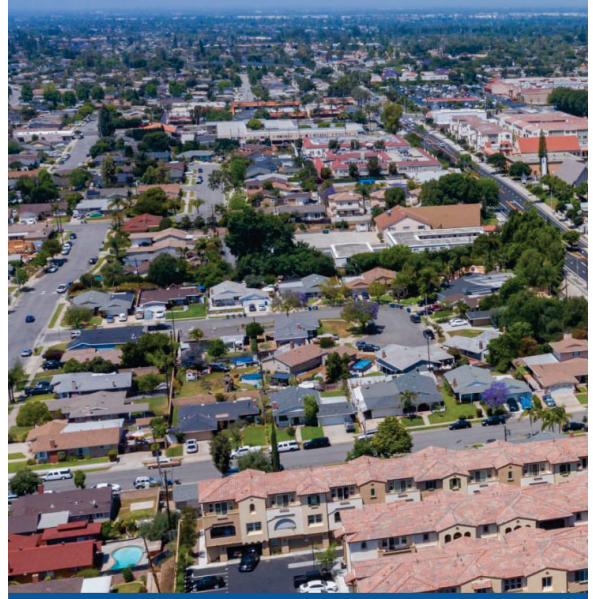
Fehr & Peers and the City of La Habra have successfully executed several past contracts together. We have reviewed the City's Standard Professional Services Agreement and are committed to working together cohesively.

CONFLICT OF INTEREST

Fehr & Peers provides consulting services to various State, County, and City agencies. Fehr & Peers is a California corporation. Fehr & Peers does not serve in a decision-making capacity and has no reportable financial, business or other interests with the City of La Habra which would affect the outcome of this contract.

FEE SCHEDULE

As requested, the fee proposal is included in a separate sealed envelope marked "Safe Routes to School Action Plan Development Project – Fee Proposal – DO NOT OPEN".



Our History of Successful Collaboration

Fehr & Peers has a long history working with the City of La Habra and will start this project with a strong understanding of the City's processes and requirements.

Fehr & Peers and the City of La Habra have successfully partnered on a number of projects, including the City of La Habra **Neighborhood Traffic Calming** (2005-Ongoing), City of La Habra **NTMP Priority List** (2010), and the City of La Habra **Bikeway Master Plan** (2014).

Appendix Staff Resumes





Delia Votsch, ^{PE}

Project Manager

EDUCATION

Bachelor of Science, Civil Engineering, Drexel University

YEARS OF EXPERIENCE

9 Years

REGISTRATIONS

Professional Civil Engineer
(California, 90171)

OFFICE LOCATION

Orange County, CA

ABOUT

Delia is an associate with eight years of experience. She currently serves as the Operations Manager for the Orange County/Inland Empire office. She was drawn into transportation engineering because of the potential to improve the built environment and to solve exciting and complex problems. She has managed and worked on a variety of projects. Delia brings a unique perspective of having lived and worked in different communities, with a commitment to serving those communities and her clients.

RELEVANT PROJECT EXPERIENCE

City of La Habra Neighborhood Traffic Calming

Delia is working with the City of La Habra to identify neighborhood traffic calming needs in three neighborhoods in the City. The project includes data collection, meetings with residents of each neighborhood, development of traffic calming recommendations, and coordination with City staff.

City of Rancho Cucamonga Healthy RC Active Transportation Plan

Delia is serving as the Project Manager for Fehr & Peers, leading the team developing a school-oriented ATP for the City of Rancho Cucamonga. The plan builds on the City's award-winning General Plan (also supported by Fehr & Peers) that identified a robust active transportation network as part of their layered mobility network. As part of our work on the ATP, Fehr & Peers is developing the design details for each project and identifying new projects to complete the network. The final plan will present a detailed list of feasible projects with a strong emphasis on implementation.

San Clemente Complete Streets Safety Assessment

Fehr & Peers is worked with SafeTREC at UC Berkeley to deliver Complete Streets Safety Assessments for six cities throughout California. Fehr & Peers led interviews with local staff to provide a safety policy benchmarking assessment, reviewed historic collision data to understand key safety issues, completes field visit safety and walking audits. Our end product was a summary report with project recommendations including conceptual designs of proposed improvements in four key corridors in San Clemente.

Shadelands Multimodal Improvement Plan

Fehr & Peers worked with the City to deliver a comprehensive plan that identified and prioritized a set of improvement projects tailored to the needs of the Shadelands Business Park stakeholders. Delia led outreach efforts, stakeholder engagement, and the development of the multimodal improvement plan which included conceptual designs of proposed bike and pedestrian enhancements.



Matt Benjamin, ^{RSP1} Principal-in-Charge

EDUCATION

Master of Arts, Urban Planning,
UCLA
Bachelor of Arts, International
Relations, Florida State University

YEARS OF EXPERIENCE

23 Years

REGISTRATIONS

Certified Road Safety Professional

OFFICE LOCATION

Orange County, CA

EXPERTISE

- Complete Streets Planning & Design
- Corridor/Feasibility Studies
- Road Safety Assessments
- Safe Routes to School
- Shared Mobility
- Transportation Demand Management

ABOUT

Matt's transportation planning experience includes work in the public, non-profit, and private sectors. He has managed and overseen complex active transportation and safety projects throughout Southern California. Matt is a certified road safety professional, and regularly coordinates teams of planners, data scientists, and engineers to deliver vision zero action plans, systemic safety analyses, safety action plans, and the selection and design of countermeasures. Matt will provide oversight, review, and strategic direction to ensure efficiency of approach and quality of deliverables.

RELEVANT PROJECT EXPERIENCE

City of Westminster Safe Routes to School

Fehr & Peers is supporting the development of SRTS plans for 21 schools in the City of Westminster, California. Matt is serving as principal-in-charge.

City of Carlsbad Safe Routes to School

Matt is serving as principal-in-charge of the Fehr & Peers team, who are working together with the City to deliver tailored Safe Routes to School Plans for Jefferson Elementary School, Aviara Oaks Elementary and Middle School, and Sage Creek High School.

City of Oxnard Safe Routes to School, Phases I & II

Matt is serving as principal-in-charge of the Fehr & Peers team for both phases of the project. Fehr & Peers is developing SRTS plans for 51 schools in Oxnard.

OCTA Systemic Safety Plan

OCTA hired Fehr & Peers to develop a Systemic Safety Analysis Report (SSAR) covering all of Orange County. The detailed collision analysis methodology developed for this project categorizes crash types by the roadway and land use characteristics of the immediate crash location and identifies appropriate engineering countermeasures that can be applied systemically and proactively to similar locations countywide, even if severe or fatal collisions have yet to occur at many of these locations.



Steve Brown, ^{TE, RSP1}

Local Safety Expert

EDUCATION

Bachelor of Science in Civil Engineering with Honors, University of California, Berkeley
Master of Science in Transportation, University of California at Berkeley

YEARS OF EXPERIENCE

32 Years

REGISTRATIONS

Certified Road Safety Professional
Licensed Traffic Engineer

OFFICE LOCATION

Orange County, CA

ABOUT

Steve is a Senior Principal with 32 years of experience in transportation planning and engineering. In addition to his 25 years of consulting experience, Mr. Brown was the Director of Transportation Planning for the City of Sacramento. He has managed projects in eight states that include the following disciplines: transportation master plans, traffic calming, environmental impact assessments, parking and circulation studies, bicycle and pedestrian facility plans, new-urbanist planning, freeway interchanges, intersection/signal designs and corridor studies. Mr. Brown earned a Master's Degree in Transportation from the University of California, Berkeley, and a Master's in Business Administration from Golden Gate University in San Francisco. He is a licensed traffic engineer in California.

RELEVANT PROJECT EXPERIENCE

City of La Habra Traffic Calming

Fehr & Peers developed a citywide neighborhood traffic management program for the City of La Habra. These were the first two neighborhoods to be treated with the City's newly approved Neighborhood Traffic Management Program. Subsequently, Fehr & Peers was hired to facilitate the development of neighborhood traffic management plans for two sets of three neighborhoods.

City of La Habra Bikeway Master Plan

Fehr & Peers led the development of the La Habra Bikeway Master Plan. We are establishing La Habra's vision for bikeways by developing a package of transformative but feasible recommendations, supported by an effective implementation plan to make the vision a reality. We are conducting a user needs and demand analysis of bicyclists in the City to ensure the proposed bicycle system best serves all bicycle users citywide, including concentrated areas such as schools, parks and commercial areas. Fehr & Peers is also working with city staff and the La Habra Police Department to document current education, encouragement, and enforcement practices and providing suggestions to improve safety for bicyclists and other road users. A highlight of the plan is improved neighborhood and commercial access to the Union Pacific bike path project, currently in design, that will serve as the primary east-west bicycle facility, eventually connecting the City to the Whittier Greenway trail to the west and creating a key portion of a larger Orange County Bike Loop. Fehr & Peers assisted the City in forming a Bicycle Advisory Committee and hosted a series of citywide public workshops, where we received input on needs and opportunities expressed by city residents, business owners, and other key stakeholders. The plan is currently in draft form and has been developed collaboratively, ensuring the community's support for implementation.



Kendra Rowley, ^{PE}

Lead Engineer

EDUCATION

Bachelor of Science in Civil Engineering, California Polytechnic State University at San Luis Obispo, 2010

YEARS OF EXPERIENCE

14 Years

REGISTRATIONS

Professional Civil Engineer
(CA #83376)

OFFICE LOCATION

San Diego, CA

AWARDS

- Wayne T. and Patricia V. Award for Best ITE Journal Technical Paper, "Evaluating Success: Complete Streets Before and After 2020"
- Bancroft Bikeway: America's Best New Bikeway of 2017 (ranked #9), People for Bikes.
- <http://peopleforbikes.org/blog/americas-10-best-new-bikeways-of-2017/>
- Willits Main Street Corridor Plan, APA Northern Section Award, 2017

EXPERTISE

- Bicycle and Pedestrian Planning and Design
- Conceptual Design and Cost Estimation
- Complete Streets Evaluation
- Traffic Calming

ABOUT

Kendra has fourteen years of transportation planning and engineering experience in the state of California. Kendra manages a diverse range of projects from the design of multi-modal safety improvements along complex corridors to the preparation of signal design plans for development projects. Specializing in complete streets planning and design, Kendra leads Fehr & Peers' Complete Streets Design companywide practice area. She recently led the firm's efforts to research the safety efficacy of the innovative bicycle design tools in many of the national design manuals and guidebooks, including the NACTO Bicycle Design Guide. Biking and walking in her everyday life fuels her passion for bicycle and pedestrian planning and engineering, which she translates into effective improvements for her clients.

RELEVANT PROJECT EXPERIENCE

City of Carlsbad Safe Routes to School

Kendra is managing the Fehr & Peers team, who are working together with the City to deliver tailored Safe Routes to School Plans for Jefferson Elementary School, Aviara Oaks Elementary and Middle School, and Sage Creek High School.

El Monte Union High School District Active Transportation Plans

Fehr & Peers worked with the El Monte Union High School District (EMUHSD) to develop ATPs to complement the electrification components of the Clean Mobility in Schools Pilot Project. This project included a comprehensive student, parent, and staff survey deployed at seven school sites to understand the challenges of walking, biking, and taking transit to school. The team conducted on-site walk audits, and performed a collision analysis for each school, summarizing and presenting findings to parent, student, and staff audiences at each school. Final reports incorporated collision analysis and walk audit findings, and developed recommendations for active transportation improvements that built upon the feedback received from students, parents, and staff. Following the completion of the ATPs, Fehr & Peers presented the effort to the El Monte Union High School District school board, resulting in renewed enthusiasm for the District to connect with surrounding cities to improve students' walking and biking environment.



Baldwin Ngai

Senior Planner

EDUCATION

Bachelor of Science, Chemical and Environmental Engineer, University of California, Riverside

YEARS OF EXPERIENCE

7 Years

PRESENTATIONS

- Active Transportation Projects in Rancho Cucamonga, Institute of Transportation Engineers Riverside/San Bernardino Chapter (RSBITE), 2021
- SB 743 Implementation for Local Agencies, California American Planning Association (CALAPA), 2022

OFFICE LOCATION

Orange County, CA

ABOUT

Baldwin is a senior planner and project manager in the Fehr & Peers Orange County and Inland Empire Office. He has seven years of experience in transportation engineering and planning. Before joining Fehr & Peers, he worked in the City of Rancho Cucamonga as an Associate Traffic Engineer supporting Traffic Operations, Land Development, and the Capital Improvements Program.

RELEVANT PROJECT EXPERIENCE

City of Rancho Cucamonga ATMS Phase 1*

Baldwin served as the Project Manager for the City's Advanced Traffic Management System project, a multiphase project to implement the City's Traffic Signal Communication Masterplan to improve the City's traffic signal system and future deployment of Intelligent Transportation Systems (ITS). This phase of the project involved the design and construction of traffic signal modifications to install switch equipment, video detection systems, uninterrupted power supply systems (UPS) close circuit television cameras (CCTV), and a backbone fiber optics communications network to integrate more than 50 traffic signals with the City's Traffic Management Center (TMC). Baldwin also oversaw the design and implementation of the traffic signal coordination timing along Foothill Boulevard, Haven Avenue, and Base Line Road.

City of Rancho Cucamonga Traffic Management Center Operations*

Baldwin was responsible for overseeing the operations of the Traffic Management Center (TMC) where the signal timing and functionality of over 200 signalized intersections are monitored and maintained. Video Detection Systems (VDS) and traffic signal controllers were integrated with the central management system, CentraCS, for the ability to make real time observations of traffic conditions across the City. The TMC also serves as the base of operations for management of special events, encroachment permits, and deployment of traffic control devices across the City.

City of Rancho Cucamonga Base Line Road and Spruce Avenue Traffic Signal Modification*

Baldwin was the Project Manager for the Traffic Signal Modification project at Spruce Avenue and Base Line Road. The previously 3-legged intersection was modified to include a new intersection approach serving as a new entrance to Central Park in the City of Rancho Cucamonga. The scope of work consisted of the design and construction of signal equipment, signing and striping, and implementation of signal timing.



Raymond Poss, ^{EIT}

Project Engineer

EDUCATION

Bachelor of Science, Civil Engineering, Portland State University, Portland

YEARS OF EXPERIENCE

2 Years

REGISTRATIONS

Engineer-in-Training

OFFICE LOCATION

Orange County, CA

EXPERTISE

- Geospatial Analysis
- Safety Analysis
- Transit Planning
- Pedestrian and Bicycle Planning
- Evacuation Planning
- Visual Communications
- Community Engagement

ABOUT

Raymond is a transportation engineer and planner with Fehr & Peers and has extensive experience in geospatial analysis, ranging from transit circulators, safety, big data, equity and active transportation. Other analyses include transit circulation, microtransit, long-range multimodal plans and circulation elements with a number of jurisdictions. Raymond has successfully managed a wide range of projects, including safety analyses. He is also adept at conducting community engagement workshops, including the development of graphics and the facilitation of outreach, in both English and Spanish, to a wide range of technical and non-technical audiences.

RELEVANT PROJECT EXPERIENCE

Westminster Safe Routes to School (Westminster, CA)

Raymond led the safety analysis for the Westminster SRTS program, a plan focused on improving the safety and comfort of students walking or rolling to and from school. He used geographic information systems (GIS) tools to parse collision data and filter for crashes involving school-age children. Raymond also assisted in the analysis of top travel routes using anonymized cellular and connected vehicle data. Following the development of collision profiles, Raymond provided engineering safety recommendations to reduce fatal or severe injury collisions along school routes.

City of Mesa Comprehensive Safety Action Plan

Fehr & Peers is assisting in the development of Mesa's Comprehensive Safety Action Plan, which identifies priority safety improvements based on high-risk roadway features that are correlated with severe collision types. Raymond is serving as lead geospatial and safety analyst on this effort and has contributed to the understanding and development of collision trends within Mesa.

Town of Yucca Valley ATP Grant

Raymond is leading the effort to create and submit a Caltrans Active Transportation Program Cycle 7 application for the Town of Yucca Valley. He wrote the narrative outlining the context of the Town and underscoring its documented need for additional pedestrian and bicycle infrastructure. Raymond also performed geospatial analyses to understand the landscape of disadvantaged communities, collisions, walksheds, and access to Town schools. He assisted in the development of cost estimates and project graphics.



AARON SILVA, PE

PROJECT ENGINEER

EDUCATION

BS in Civil Engineering, California State University, Sacramento, 2007

REGISTRATION

CA PE C75938

Aaron has been with Mark Thomas his entire career of 17 years. His experience is in design and delivery of municipal and transportation projects. Aaron is a proven engineer and geometrician. He is knowledgeable in both local agency and Caltrans design standards and has successfully delivered projects with sensitive and significant public outreach efforts. Aaron is recognized as an expert in the design of bike and pedestrian facilities, helping design and implement state of the practice solutions to improve active transportation safety throughout California.

REPRESENTATIVE PROJECTS

GARDEN GROVE BOULEVARD COMPLETE STREET, WESTMINSTER

Project manager for this ATP-funded bikeway project that will repurpose Garden Grove Boulevard to include one lane in each direction, a two-way-left-turn lane, and a Class IV protected bikeway with landscape median. The project also provides a road diet at Edwards Street/Trask Avenue and adds buffered bike lanes. The project requires a Caltrans encroachment permit and approval from UPRR. Additional project improvements include pedestrian level lighting, correction of deficient driveways, pavement rehabilitation, and curb ramps.

WESTMINSTER SAFE ROUTES TO SCHOOLS, WESTMINSTER

Project engineer for the Mark Thomas Team for the development of the City of Westminster Safe Routes to School (SRTS) Plan. The plan shall evaluate 21 public elementary, middle, and high schools located within the Garden Grove Unified, Huntington Beach Union High, Ocean View, and Westminster School Districts. Services include data collection, safety analysis, and implementation recommendations for each school based on the six E's associated with safe routes to school (evaluation, engineering, education, encouragement, enforcement, and equity).

CLIFF DRIVE URBAN HIGHWAY TO COMPLETE STREET TRANSFORMATION PROJECT, SANTA BARBARA

Project manager for the engineering design, active transportation, landscape architecture, and environmental services for this project that includes a 3.1-mile-long separated path from Arroyo Burro County Park to Castillo Street, three new signalized intersections, eight new pedestrian-activated flasher crosswalk systems, and

sidewalk widening connecting Cliff Drive to Monroe and McKinley Elementary Schools. The corridor is the final gap in the regional Coastal Bike Route, a 30-mile-long route from the University of California, Santa Barbara to Ventura County.

MACE BOULEVARD COMPLETE STREETS, DAVIS

Project engineer responsible for managing the preliminary engineering, environmental clearance, and design of pavement rehabilitation and roadway diet to increase non-motorized transportation and connectivity to Pioneer Elementary School. The improvements reduce a 4-lane high speed arterial to a two-lane road with buffered Class II bike lanes, a two-way cycle track, and a HAWK pedestrian signal. The cycle track includes a physical curbed barrier with table-top platforms at existing bus stops. Intersection and signal modifications at the Mace Boulevard and Cowell Road intersection will convert existing free-right turning movements for vehicles to dedicated turning movements for cyclists.

FRUITRIDGE ROAD IMPROVEMENTS, SACRAMENTO Project manager providing preliminary engineering, final design, and support for the construction phases for this project. Scope for work included the rehabilitation of the roadway pavement; reconstruction of curb ramps; modifications to the existing signals; and analyzing a lane reduction to create an opportunity to restripe the facility to improve the experience for bicyclists and transit riders. In addition, coordination included working with Caltrans Local Assistance following the Local Assistance Procedures Manual (LAPM) to gain the necessary approvals to move this project forward to construction.



PAUL MARTIN, PE, TE, LCI PROJECT MANAGER

EDUCATION

BS in Civil Engineering, University of California, Irvine, 1999

REGISTRATION

CA LCI (League Certified Instructor) 4936

CA PE C65868

CA TE TR2315

Paul has been with Mark Thomas for 4 years and has a total of 25 years of experience as a transportation manager and traffic engineer. He has a strong engineering and planning background that is focused on improving public travel and safety. Paul's expertise includes active transportation, community engagement, traffic engineering, and strategic funding programs. As the first countywide Active Transportation Coordinator for Orange County Transportation Authority (OCTA), Paul secured over \$6 million in ten distinct grants to address infrastructure and non-infrastructure needs. Paul co-leads a Caltrans ATRC 2-day course on positioning for successful grant applications that has been attended by over 500 public and private sector practitioners.

REPRESENTATIVE PROJECTS

HEALTHYRC ACTIVE TRANSPORTATION PLAN, RANCHO CUCAMONGA

Project task lead for the Mark Thomas Team to conduct school audits for all K-12 public schools within the City in support of the active transportation plan. Conducted audits with staff during morning student arrival or dismissal at each public school to identify site access improvements and regional connectivity solutions. The recommendations were developed and refined with City staff including engineering cost estimates.

ANAHEIM PEDESTRIAN SAFETY, ANAHEIM

Project manager overseeing development support services and long-range planning for this on-call transportation planning services to support the City's Traffic and Transportation Division to support enhancing neighborhoods by protecting residential streets from excessive cut-through traffic; providing access to businesses to build a strong economy; enhancing safety through adequate intelligent transportation systems/traffic signal construction and maintenance, arterial signing and striping.

OCTA SAFE ROUTES TO SCHOOL, ORANGE COUNTY

While working at the OCTA, Paul initiated SRTS efforts including approximately 20 walk audits countywide, funding for a countywide action plan, funding for education and encouragement activities, and collaboration with Orange County Health Care Agency on the topic.

GARDEN GROVE BOULEVARD COMPLETE STREETS, WESTMINSTER

Transportation lead for this ATP-funded bikeway project that will repurpose Garden Grove Boulevard to include one lane in each direction, a two-way-left-turn lane, and a Class IV protected bikeway with landscape median. The project also provides a road diet at Edwards Street/Trask Avenue and adds buffered bike lanes. The project requires a Caltrans encroachment permit and approval from UPRR. Additional project improvements include pedestrian level lighting, correction of deficient driveways, pavement rehabilitation, and curb ramps.

WESTMINSTER SAFE ROUTES TO SCHOOLS, WESTMINSTER

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Jim Shanman
2013-Present
Executive Director, Program Coordinator
Walk 'n Rollers

Parent and passionate advocate for active transportation, I bring to every project a unique combination of local and regional experience

Founder and Executive Director
Program Coordinator, Team Leader
Safe Routes to School Coordinator
Community Advocate
League Cycling Instructor (LCI)

RELEVANT EXPERIENCE

Executive Director, Walk 'n Rollers

Since founding Walk 'n Rollers in 2010, I have led the organization's growth as both a respected partner and community advocate. Responsible for creating original content to support various education programs focused on pedestrian and bicycle safety, safe routes to school programming and community engagement.

Safe Routes to School Coordinator

2014-Present

Culver City, CA

City of Culver Since 2013, I have served in the role of Safe Routes to School Coordinator, managing a city-wide program and establishing active transportation as a viable means to get kids to and from school. The program has established regular communications with SRTS volunteers, the school district, city staff and school administrators, developing and promoting programs and activities and working with advisory committees as a consistent community voice.

2023-2025

Project Lead

Costa Mesa Bicycle Safety Education Program, Costa Mesa, CA

20 month, city-funded program working with 20 schools. Incorporating a series of classes, workshops and presentations, the goal is to educate as many students, families and residents on bicycle safety and traffic safety best practices. The program has a strong focus on incorporating e-Bike safety into every lesson.

2022-2025

Project Lead

Willits Street Safe Routes to School Program, Santa Ana, CA

36 month, ATP-funded program working with three schools. Lead a team of 5 in developing lesson plans and delivery workshops at three school. Workshop modules include bike safety, bike repair, group ride leadership and community advocacy.

2022-2025

Education, Engagement Lead

Oxnard Safe Routes to School Program, Oxnard, CA

Responsible for overseeing and coordinating Walk 'n Rollers role in this ongoing SRTS program engaging with up to 20 schools in multiple districts. Pedestrian safety assemblies, walk to school days, parent safety conversations and coordinate city-wide Arts Contest on multi-modal transportation.

2019-2023

Program Partner

OCTA STEP Program

Responsible for overseeing and coordinating Walk 'n Rollers role in this three year program to engage up to 25 schools throughout Orange County. Activities included Walk to School Day planning and programming, Pedestrian Safety Assemblies, Bike Skills Workshops and Adult Safe Driving Presentations.

2021-22

Coordinator, Technician

Metro Adopt-a-Bike Program

Established a system to collect, repair and distribute pre-owned bicycles to underserved communities. The system that hires mechanics, trains student volunteers and work with local organizations for distribution of up to 100 bikes in a 12 month period.

2021

Team Lead

Korea Town Block Party Open Streets Event

Coordinated and supported activities for a two-block open streets event featuring community booths, entertainment, community outreach and surveys with the intention of jump starting conversations about creating a walk street by permanently closing Sixth Street to car traffic.

2021-22

Project Lead

Pedestrian and Bicycle Safety Program, Placentia

Coordinated this six month program funded by the Office of Traffic Safety (OTS) to create awareness of pedestrian and bicycle safety concerns throughout the City. Activities included developing safety-oriented outreach materials, pedestrian and bicycle safety workshops for adults and teens, a Community Bike Repair Day, Flat Fix Workshop, and Walk & Roll festival.

2021

Project Lead

Bicycle Safety Program, Montclair

Coordinated this OTS funded program to engage seniors in pedestrian safety and school-age students in bicycle safety awareness. Activities included safety materials for seniors, activity calendars for students and a community bike repair event for all residents.

2019-21

Project Lead

Active Transportation Program, Moreno Valley

Developed, coordinated and delivered various education and encouragement activities to add value and support for recent infrastructure improvements throughout Moreno Valley. The program strived to engage students and families through development of safe pedestrian and bicycling habits. A separate program to continue education efforts during Spring Camps in 2021 was later added to further engage school-age children.

2017-2020

Project Lead, Lead Instructor

Bicycle Safety Education, Lennox, CA

Coordinated bicycle and pedestrian safety education for five elementary schools throughout the Lennox School District over a four-year period. Tasks included coordinating and arranging schedules with each school, scheduling and managing team of instructors, coordinating bike deliveries and serving as lead instructor on site at each school.

2019

Program Coordinator, Lead Instructor

OCTA Bicycle Safety Program

Oversaw this OTS funded program to engage Orange County residents and increase awareness of safe pedestrian and bicycle habits. This six month, county-wide program included Bike Skills Classes (promotional campaign, LCI refresher course, community bicycle education classes, and LCI Seminar); Operation Bike lights and Operation Be Seen (community distributions of bike lights and helmets).

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Education

Comprehensive Bikeway Design 1.0 Certification, 2016 – Initiative for Bicycle and Pedestrian Innovation (ibpi)

League of American Bicyclists, LCI Certification #3493, March 2012

Bachelor of Arts Degree, Fine Arts, CSUN, 1985

Wendy Ortiz

Logistics and Planning, Lead Instructor

Objective

Proactive, organized, results-oriented person committed to community empowerment. Bilingual in English/Spanish. Demonstrates a record of high performance standards, including attention to detail and the ability to provide education and assistance effectively in both independent and team environments.

WORK EXPERIENCE

2023 – Present

Programs Manager

Walk 'n Rollers, Los Angeles, CA

Assistant lead on Costa Mesa Bicycle Safety Education and Santa Ana Willits street SRTS projects. Develop internal compliance and systems management programs. Lead instructor for Smart Cycling and bike safety classes for children, adults, and older adults to help them feel more confident and secure about riding. Emphasize the rules of the road, emergency maneuvers, and on-bike drills for in-person classes and events.

Advocate and teach others how to advocate for a better biking environment.

December 2020 - June 2023

Programs Director

California Walks, Anaheim, CA,

– Community Programs Manager, 2018 – 2020

– Community Programs Coordinator, 2016 - 2018

- Developed and oversaw the implementation of long-term goals, functional strategies, and new initiatives to support the strategic direction of the organization and achieve the successful outcome of programs.
- Developed and monitored multiple program budgets to ensure the organization's compliance with all federal, state, city, and funding regulations, and requirements.
- Supervised multiple staff and teams, conducted staff evaluations, and provided ongoing training and professional development.
- Created an organizational branding kit and communications plan, encompassing the delineation of communication channels, establishment of objectives, creation of metrics, and the development of a weekly schedule for generating and disseminating social media posts, emails, and newsletters.
- Assumed the primary editorial role for the organization, overseeing the editing process for summary and recommendations reports, as well as all external communications

August 2014 - August 2015

Emerson National Hunger Fellow

Congressional Hunger Center, Dallas, TX; Washington D.C.

- Authored a policy report on the intersections of climate change and inequality in the context of the California drought, highlighting the unique and disproportionate challenges faced by California's low-income and farming communities.
- Organized one-on-one, and bilingual town hall meetings to address safety, poverty, hunger, youth education and economic prosperity.
- Recruited, trained, and supported community members' leadership development by designing and facilitating organizing tactics trainings in English and Spanish.
- Conducted and completed the program evaluation for a community-based gardening program by assessing the program's impact on food security and developing best practices for program expansion.

February 2014 - August 2014
Housing Case Manager
St. Joseph Center, Venice, CA

- Administered comprehensive case management services to thirty families experiencing homelessness, aimed at linking them to permanent housing, and referrals for critical services.
- Conducted bio-psychosocial assessments to create treatment plans for appropriate interventions.
- Supported the clients' progress towards their familial goals through monthly at-home visits and check-ins.
- Maintained case notes in the Homeless Management Information System (HMIS) and other files per state and federal documentation requirements.

September 2013 - December 2013
Administrative Assistant
Ronald E. McNair Scholars Program, Berkeley, CA

- Managed daily administrative office responsibilities ensuring efficient program operations.
- Organized and processed incoming program applications, maintaining meticulous and accurate records of application components submitted by prospective scholars.
- Conducted proactive outreach efforts to applicants with missing application components, facilitating completion and adherence to program requirements.
- Effectively organized and prepared all applications for staff and faculty review, streamlining the selection process and contributing to the program's success.

May 2012 - May 2013
Family Advocate
Brighter Beginnings, Oakland, CA

- Conducted in-home comprehensive intake interviews and mental health, substance abuse, and other risk assessments to understand the teen mother's unique needs and challenges.
- Developed and implemented personalized case management plans tailored to each client, addressing their immediate needs and long-term goals.
- Worked collaboratively with interdisciplinary teams and community resources to make appropriate referrals for services such as counseling, medical care, housing assistance, and educational support.
- Maintained accurate and confidential records, ensuring compliance with legal and ethical standards.

August 2012 - December 2012
Reader
University of California, Berkeley, Berkeley, CA

- Thoroughly assessed research papers and examinations, applying the established evaluation criteria to measure the students' understanding and application of Sociology of Psychology concepts.
- Demonstrated a keen attention to detail in grading, maintaining accuracy and integrity in the assessment process.
- Demonstrated effective time management skills, meeting deadlines for evaluation and feedback while upholding the highest academic standards.

September 2010 - December 2012
Spanish Teacher
Viva El Español, Lafayette CA.

April 2011 - January 2012
Research Assistant II
University of California, Berkeley, Berkeley, CA

August 2009 - August 2010
Site Coordinator
Think Together, Santa Ana, CA

Skills

- Bilingual in Spanish - native
- Project Management
- Data analysis
- Copywriting & Editing
- Program Development
- Photography
- Printmaking
- Woodworking
- Creative Writing

Education

University of California, Berkeley, 2013
Bachelor of Arts in Sociology
Accolades: cum laude, Ronald E. McNair Scholar

Cerritos College, Present

Woodworking Manufacturing Technologies
Comprehensive Woodworking Program

League of American Bicyclists

League Cycling Instructor #6079

30-Day Substitute Teaching Permit

Permit #230301735

La Habra Safe Routes To School Action Plan Development Project – Fee Proposal

Tasks	Fehr & Peers				Walk 'n Rollers				Mark Thomas				Total Hours	Total Costs											
	Project Manager	Principal-in-Charge	Senior Transp. Planner	Transp. Planner	Graphics	Admin	Labor Hours	Direct Costs	Total	Executive Director	Lead Instructor	Instructors			Labor Hours	Direct Costs	Total	Senior Project Manager	Project Engineer	Design Engineer II	Funding Specialist	Project Coordinator	Labor Hours	Direct Costs	Total
	\$2,400	\$3,225	\$2,200	\$185	\$165	\$160			\$175	\$135	\$75				\$300	\$180	\$140	\$175	\$140						
Task 1 - Project Initiation and Management																									
1.1 Kick-Off	4	2	0	0	0	1	7	\$80	\$1,860	2	0	0	2	\$40	\$390	2	0	0	0	0	2	\$55	\$655	11	\$2,905
1.2 Status Meetings	12	2	2	0	2	3	21	\$240	\$5,000	4	2	0	6	\$113	\$1,093	6	0	0	0	0	6	\$0	\$1,800	33	\$7,893
Task 2 - Stakeholder Participation																									
2.1 Stakeholder Assessment	4	2	2	8	2	3	21	\$220	\$4,540	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	21	\$4,540
2.2 Stakeholder Committee Meetings	20	8	0	12	8	9	57	\$620	\$13,000	4	2	0	6	\$113	\$1,093	0	0	0	0	0	0	\$0	\$0	63	\$14,083
2.3 School District and School Staff Survey	4	2	2	8	4	3	23	\$230	\$4,880	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	23	\$4,880
Task 3 - Community Engagement																									
3.1 Community Open Houses	12	8	4	12	12	8	56	\$590	\$12,390	12	30	0	42	\$424	\$6,574	0	0	0	0	0	0	\$0	\$0	98	\$18,964
3.2 Demonstration Events	4	2	8	12	4	5	35	\$350	\$7,320	36	76	81	183	\$1,381	\$24,016	0	0	0	0	0	0	\$0	\$0	228	\$31,336
3.3 School Audits	36	16	32	36	16	23	159	\$1,680	\$35,220	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	159	\$35,220
3.4 Community Organization Presentations	12	4	4	8	8	6	42	\$440	\$9,220	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	42	\$9,220
3.5 Project Website	4	2	2	8	16	5	37	\$350	\$7,300	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	37	\$7,300
Task 4 - Needs Analysis																									
4.1 Data Collection	12	4	4	60	24	17	121	\$10,020	\$22,820	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	121	\$32,820
4.2 School Evaluation	12	4	4	90	24	22	156	\$1,460	\$30,610	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	156	\$30,610
4.3 School Ranking Analysis	12	4	2	32	8	10	68	\$670	\$14,110	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	68	\$14,110
4.4 Non-Infrastructure Efforts Inventory	4	2	2	30	4	7	49	\$470	\$9,830	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	49	\$9,830
Task 5 - Develop Action Plan																									
5.1 SRTS Recommendations and Action Items	24	16	8	72	14	22	156	\$1,590	\$33,380	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	156	\$33,380
5.2 How-To Toolkit	4	2	2	20	4	5	37	\$360	\$7,550	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	37	\$7,550
5.3 Identify Funding Opportunities	2	0	0	0	0	0	2	\$20	\$500	0	0	0	0	\$0	\$0	4	0	0	12	0	16	\$200	\$3,500	18	\$4,000
5.3.1 - Funding Matrix	4	2	0	8	0	2	16	\$170	\$3,580	0	0	0	0	\$0	\$0	8	32	138	0	4	182	\$2,070	\$30,110	198	\$33,650
5.3.2 - Concept Designs	4	2	0	8	0	2	16	\$170	\$3,580	0	0	0	0	\$0	\$0	2	4	40	0	0	46	\$470	\$7,390	53	\$9,250
5.3.3 - Cost Estimates	12	8	4	92	16	20	152	\$1,460	\$30,640	0	0	0	0	\$0	\$0	8	0	0	40	0	48	\$670	\$10,070	200	\$40,710
5.3.4 - Grant Support	12	8	4	48	16	14	102	\$1,000	\$21,080	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	102	\$21,080
5.4 Draft & Final Action Plan	8	4	0	2	4	3	21	\$240	\$4,970	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	21	\$4,970
5.5 Action Plan Presentations	8	4	0	2	4	3	21	\$240	\$4,970	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	21	\$4,970
Total for all Tasks	222	104	86	558	186	188	1,345	\$22,360	\$291,680	58	110	81	249	\$2,071	\$33,146	30	36	178	52	4	300	\$3,465	\$53,525	1,894	\$278,531
Contingency																									
Total with Contingency																									

Notes:
 This fee proposal is valid for a period of 90 days from the proposal submittal date.
 Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the total for all tasks will not exceed \$378,331.
 Mileage is billed at the IRS rate plus 10% handling fee.
 Other direct costs include computer, communications, and reproduction charges are billed as a percentage of labor.
 Rates and staff are subject to change at any time, without notice, and within the total budget shown.

City of La Habra



Request for Proposals

For
Professional Services

For
Safe Routes To School
Action Plan Development Project
FHWA SS4A Grant Award No. 693JJ32340200
City Project No. 1-TC-24

City of La Habra
Public Works Department
Engineering Division
110 East La Habra Boulevard
La Habra, California 90631

RFP ISSUED ON 7/25/2024, PROPOSALS DUE 8/22/2024 AT 5:00 PM

CITY OF LA HABRA
Engineering Division

This is a Request for Proposals (RFP) from qualified Consultants to provide comprehensive professional services necessary for the development of the following project:

**Safe Routes To School
Action Plan Development Project
FHWA SS4A Grant Award No. 693JJ32340200
City Project No. 1-TC-24**

The City of La Habra Engineering Division requests your proposal to provide professional services to develop a Safe Routes To School (SRTS) Action Plan Development Project. Professional services shall include but not limited to: engineering design, transportation planning, community meetings, grant writing, etc.

The Engineering Division proposes a contract be awarded to qualified Consultants to provide these professional engineering services.

BACKGROUND

In 2022, the City of La Habra applied for and was successful in being awarded a SS4A grant for a Safety Action Plan, namely, a Safe Routes To School Action Plan Development Project.

The Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over five (5) years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.

The SS4A program supports the development of a comprehensive safety action plan (referred to as an “Action Plan”) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. Action Plans are the foundation of the SS4A grant program. The Consultant shall follow all requirements of the Safe Streets and Roads for All “Eligible and Ineligible Action Plans” requirements as provided by SS4A.

SS4A requires an eligible Action Plan be in place before applying to implement projects and strategies.

The Action Plan will provide the foundation for next steps by identifying potential funding sources for specific action items as well as noting where next steps could be completed by the project partners through existing committees, events, and funding sources. The

result will be a clear path forward to create and deepen a SRTS partnership for the County.

Planning and Demonstration Grants provide Federal funds to develop, complete, or supplement an Action Plan. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribal area, or region.

Applicants must have an eligible comprehensive safety action plan (referred to as an “Action Plan”) to apply for an Implementation Grant.

Implementation Grants provide Federal funds to implement projects and strategies identified in an Action Plan to address a roadway safety problem. Eligible projects and strategies can be infrastructural, behavioral, and/or operational activities. This will be considered phase two of the project.

The City of La Habra is home to over 62,000 people with approximately 11,000 students at more than 15 schools and three (3) school districts. The SRTS program will promote safer walking biking, which will alleviate safety, health, and financial burdens related to transportation, which fall disproportionately upon youth, people of color, low income community members, and other disadvantaged communities throughout the county. It will identify specific activities and partnership opportunities that specifically benefit these communities by overcoming barriers to access and participation. The Action Plan will identify data sources and information to track success factors for target communities.

PROJECT SCOPE

The Consultant shall conduct all engineering, transportation planning, and administrative tasks necessary to complete the project. This includes the final planning document, final design plans, project specifications, quantity and cost estimates, and all compliance efforts needed to meet Local, State, and Federal requirements. The Consultant shall become intimately familiar with the requirements of the City of La Habra. It is also expected that the Consultant will assist the City in applying for future SS4A grants for the implementation of the Action Plan as well as assist with construction inspection for future phases of the implementation.

Overall project objectives include:

- Engage diverse community members; identify and reduce barriers to participation.
- Demonstrate Walk to School Day Events and Walkability Audits.
- Partner with stakeholders to identify high need schools.
- Strengthen citywide efforts to improve safety near schools.
- Empower school champions to continue SRTS efforts following the project.
- Develop an Action Plan for next steps.
- Identify funding opportunities.
- Assist with funding opportunities.
- Assist with construction phase during implementation.

GENERAL SCOPE OF WORK AND INFORMATION

- The scope of work shall be completed under the direct supervision of a California Licensed Civil Engineer or California Licensed Traffic Engineer.
- The selected Consultant will be expected to be proactive in the performance of his/her duties under the agreement and to proceed and fully complete the project with minimal instruction from the City of La Habra and its partnering agencies.
- The selected Consultant will be expected to bring forward any issues to the City of La Habra that he or she deems could affect the project schedule or cost. The Consultant is expected to work collaboratively with the City of La Habra and other utilities and/or agencies to resolve any unforeseen design, construction, and implementation issues in a timely manner.
- The selected Consultant will be expected to attend miscellaneous meetings, gatherings, and hearings included but not limited to Public Hearings, Public Forums, pre-bid (future phase), and pre-construction meetings (future phase). The Consultant may represent the City as its expert and make recommendations as required; however, the Consultant will retain his or her individual identity, responsibilities, and liability.
- All investigations, surveys, reviews and analysis will be the responsibility of the consultant unless specified by the City of La Habra.
- All reports, documents, electronic files, printouts, charts, plans, drawings, photographs, slides, graphics, video and audio recordings, model(s), and notes prepared for this project will be considered the property of the City of La Habra. This information shall be made available to the City of La Habra and/or its designee upon request.

TECHNICAL SCOPE OF WORK

TASK 1 – PROJECT INITIATION AND MANAGEMENT

1.1 CONSULTANT KICK-OFF MEETING

City of La Habra staff will hold a kick-off meeting with the Consultant staff to discuss the project background, goals, schedule, potential Stakeholders Committee members, and coordination with Caltrans.

1.2 PROJECT MANAGEMENT MEETINGS

Monthly project manager (PM) status meetings will occur via in-person to ensure regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the monthly meetings is anticipated to include the City's Project Manager, various City staff, and the Consultant Project Manager.

The status meetings will occur to ensure the project remains on-time and within budget, and that expectations are defined. The Consultant will develop the agenda and prepare a summary of monthly meeting notes. The meeting notes should include a defined list of decisions, actions, and the responsible party. The duration of this project is assumed to be 12-18 months, but the Consultant may propose a different schedule.

TASK 2 – STAKEHOLDER PARTICIPATION

The SRTS Action Plan will leverage and grow partnerships among citywide stakeholders to build momentum and sustainable efforts to implement SRTS efforts throughout La Habra. A diverse stakeholder committee will guide technical analysis, engage schools and school districts, and demonstrate walkability audits and walk to school day events at schools.

2.1 Stakeholder Assessment

Based on the draft list of stakeholders developed in Task 1, the Project Team will assess each organization or representative for invitation to the Stakeholder Committee, the Open House, or a technical working group. The initial stakeholder list will include representatives from different departments within the City of La Habra, as well as potential program implementers, related businesses, and youth engagement groups. The Consultant team will speak with local advocacy groups focused on transportation and related topics to determine interest in participation in the Stakeholder Committee. Potential advocacy representatives may include the following groups:

- Orange County Health Care Agency (OCHCA)
- Orange County Transportation Authority (OCTA)
- Alliance for a Healthy Orange County (AHOC)
- California Walks
- Community Action Partnership of Orange County
- Safe Routes to School National Partnership
- St. Jude Medical Center
- Institute for Healthcare Advancement (IHA)
- La Habra Area Chamber of Commerce
- County of Orange, Board of Supervisors, Fourth District

In some cases, understanding the stakeholder’s potential level of involvement will require a brief interview. The Consultant will conduct interviews via phone and focus groups and will document the results in an excel database of contacts for future engagement. Stakeholders will be analyzed by what resources are available, audience reach, and desired role in SRTS implementation.

2.2 Stakeholder Committee Meetings

After completion of Task 2.1, the Project Team will establish a Stakeholder Committee. Members of the Stakeholder Committee may consist of representatives from cities, Caltrans, school districts, and local enforcement agencies. The Consultant will develop a Fact Sheet promoting the Stakeholder Committee. The City of La Habra staff will distribute the Fact Sheet to promote potential participation in the Stakeholder Committee at the following committees and groups:

- Various City-events
- La Habra Collaborative
- Orange County Active Transportation Network (led by Alliance for a Healthy Orange County)

The Stakeholder Committee will meet at least four (4) times in-person during the project. The meetings will be organized and promoted by the City of La Habra and will likely occur quarterly. The Consultant will prepare content and lead discussions with the Stakeholder Committee covering project initiation, project analysis, prioritization, evaluation of roles and responsibilities and development of the report action items. The Consultant will develop a summary of meeting notes that will be shared with the City of La Habra.

The Stakeholder Committee will also advise the Project Team on potential project and programmatic recommendations that align with their goals. Committee meetings will be an opportunity to educate stakeholders on the importance of SRTS, discuss SRTS best practices with potential application in the county, and to build capacity among local partners who will be implementing various aspects of the final plan.

2.3 School District and School Staff Survey

An online school survey will be used to identify currently-implemented programs, barriers, interest and needs at all schools throughout the county. The survey will be developed and refined with the Stakeholder Committee at the first meeting. The survey will ask staff at schools to provide information about existing activities and events, local leaders, and perceived major barriers to walking and bicycling to school. The survey will identify any previous grants, community support and/or other funding as well as potential partners and other local resources that could be part of enacting the Action Plan recommendations.

Since questions and responses vary between schools and school districts, an online school district survey will be created and administered to all school districts within the City.

TASK 3 – COMMUNITY ENGAGEMENT

Promotion of the SRTS Action Plan is proposed through a variety of presentations, open houses, and demonstration events. The audiences would range between elected and appointed officials, members of the public, and school staff & volunteers. Project specific events will demonstrate how to host walk to school day events and how to perform school audits specific to SRTS. The demonstrations will illustrate how local grass roots efforts can build momentum for SRTS in communities throughout the City of La Habra.

3.1 Community Open Houses

The Project Team will prepare materials and facilitate up to three (3) open house events to solicit input from the general public and to increase awareness of the SRTS Action Plan. Display boards will inform attendees about the goals of SRTS activities to promote safety and increased travel by walking and rolling. The boards will define the 5 E's (Engineering, Education, Enforcement, Encouragement, and Evaluation), and explain roles and responsibilities for implementing the E's. Desired outcomes will be highlighted, and public input will be sought from the community on which items to include in the Toolkit discussed later in this scope of work.

Invitations to the open houses will be sent in advance directly to school district staff, school representatives, parents, and other groups interested in the SRTS topic. The City of La Habra has developed a list of Public Information Officer contacts at the local school districts that will provide the basis for a distribution list. The Consultant should provide additional communication methods to promote the open houses to ensure strong participation by stakeholders.

Attendees will be offered an opportunity to provide feedback via comment cards and on interactive boards. The Project Team will prepare a public outreach flier

and assist in the development of a contact list. Materials will be prepared in English and Spanish; translation will be available on-site.

3.2 Demonstration Encouragement Events

The Consultant Team will prepare promotional materials and identify champions to participate in Walk To School Day (WTSD) Events (as well as Walk & Bike To School and Walk & Roll To School Day) at all participating schools throughout the City of La Habra. Schools will be identified based on discussion with the Stakeholder Committee and providing coverage throughout the City of La Habra. WTSD Champions to participate in the events could include elected and appointed officials, city staff, local law enforcement, parents, school students, school officials/faculty, and community advocates. The WTSD Champions would help promote the event and build leadership and interest in hosting future events at the schools.

OCHCA has successfully developed and led WTSD events at various schools throughout Orange County. The City recommends that the Consultant Team engage OCHCA regarding their experience in WTSD events to advance the events for this project.

Flyers will be developed in English and Spanish. The Consultant Team should expect that City staff participation is minimal and tasks to prepare and facilitate the events be led by the Consultant Team.

3.3 Demonstration School Audits

There are existing School Walkability Audits and the Consultant Team should review these prior to starting any work within this task. The Consultant Team will then lead and facilitate walk and roll audits at each of the schools that participate in the Walk To School Day (WTSD) Events. School-specific WTSD Champions, parents, and faculty will be invited to participate in the walk audits which are expected to follow the WTSD events. The Consultant Team will develop content and materials to host the walk and roll audits. The audit should consider walking, bicycling, and rolling devices (skateboards, scooters, etc...).

OCHCA has successfully developed and led walk audits at multiple schools throughout Orange County. The Consultant Team should have experience leading walk audits and will coordinate the materials and agenda for walk audits with City staff, and may want to reach out to OCHCA staff for guidance, if deemed necessary.

The audits should be conducted during student drop-off or pick-up times and may be coordinated with parent-teacher organization meetings to grow participation. The Consultant Team will introduce the audit concept to attendees, lead the audit, and conduct a briefing following the audit to facilitate input from participants.

At the conclusion of the audit, the Consultant will develop a summary map showing infrastructure recommendations and list of non-infrastructure recommendations that can be delivered to the City and school.

Anticipated participation in each of the audits is 5-10 school champions.

3.4 Community Organization Presentations

The Consultant will plan to present information about the project at up to three (3) meetings, likely consisting of City Council, Planning Commission, or another City-related event.

The presentations would provide an overview of the project and illustrate opportunities to participate in the study and how local efforts can advance SRTS activities. The presentations should be short and concise and will require only one staff person from the Consultant team to attend and present to City staff and other Stakeholders.

3.5 Project Website

The Project Team will provide content for a project-specific website hosted and managed by the City of La Habra on www.lahabraca.gov. Materials for inclusion on the project website include a project overview, schedule, opportunities to participate, highlights of project events, and toolkit information. The Consultant will create and provide content to provide to the City, who will update the website.

TASK 4 – NEEDS ANALYSIS

4.1 Data Collection

The Consultant will prepare a data needs memorandum. The Consultant will collect and review existing plans, policies, programs, and socioeconomic and mode split data for prioritization process. The City of La Habra will assist in collecting the necessary data and in reaching out to partner agencies (i.e. school districts, public health) for additional data. An inventory of undergoing SRTS-related efforts and activities will be included in the Final Action Plan.

The City of La Habra will coordinate with the Project Team to identify available Geographic Information Systems (GIS) shapefiles available for use in the analysis. The City of La Habra may be able to provide GIS data but the Consultant should plan on obtaining:

- Location of schools
- Traffic volume data (24-hour roadway data on Master Plan of Arterial Highways)
- Master Plan of Arterial Highways network

- Socioeconomic data (SB 535, AB 1550, National School Lunch Program, Household Income)
- Population by age group from Census
- Health disparity
- Sidewalk inventory (on Master Plan of Arterial Highways)
- Existing and future bicycle network
- High density employment and residential areas
- Land Use Classification (2012 parcel level data)

The Consultant will need to obtain additional GIS data that may better inform the analysis that is not identified above.

4.2 School Evaluation Criteria

With feedback from the Stakeholder Committee, the Project Team will propose and refine a methodology for evaluating high need schools, emphasizing equity, public safety, and community needs. Since other SRTS efforts are currently happening throughout the county, the prioritization process will also consider the survey responses to schools' prior involvement, interest in, and capacity for SRTS. The Consultant will propose and discuss weighting of proposed evaluation criteria with the Stakeholder Committee.

4.3 School Ranking Analysis

The Project Team will develop an evaluation of need for SRTS efforts that assigns each public school within a tiered ranking analysis. The ranking will be reviewed and discussed with the Stakeholder Committee to determine if refinement or calibration is needed. The four tiers will better position the City of La Habra to advance SRTS efforts and support grant pursuits with potential funding resources. The ranking can be utilized by the City of La Habra in order to guide subsequent funding, programs, and activities to address the high need schools.

4.4 Non-Infrastructure Efforts Inventory

The Project Team will work with the Stakeholder Committee to better identify where non-infrastructure efforts are underway within the City, and where gaps exist in implementation. Non-infrastructure efforts may be categorized as enforcement, education, encouragement, and evaluation. Examples include local police department traffic safety assemblies in schools, parent-teacher organization walk to school day events, Go Human encouragement events, and tracking of data about student health. The inventory will determine the key parties involved, the staff resources required, and funding needed to implement programs.

TASK 5 – DEVELOP ACTION PLAN

5.1 SRTS Recommendations & Action Items

Based on the inventory of existing SRTS efforts, the Consultant will develop recommendations to support and advance strategies related to improved safety and rates of walking and rolling to schools. The Consultant will present the draft recommendations to the Stakeholder Committee and make refinements based on feedback.

The Consultant will identify roles and responsibilities for future SRTS actions such as engineering improvements, targeted enforcement efforts near schools, educational efforts to address behavior, encouragement events to grow participation in walking and rolling to school, and evaluation methods to track progress and guide future investment.

The Project Team will identify the key next steps for starting, growing, and sustaining SRTS efforts in the City of La Habra. The Action Plan will clearly outline the priority next steps, with approximate cost, funding opportunities, lead implementer, supporting organizations or resources, timeline, and data collection needs. Stakeholders can use these specific and measurable outcomes to evaluate progress towards the program goals. The actions will cover a breadth of topics including infrastructure and non-infrastructure efforts.

The benchmarks should be realistic and implementable accounting for local funding and staff resources. As part of the Action Plan, the Consultant will recommend how program implementers should track success as well as outputs/performance measures.

5.2 How-To Toolkit

The Consultant will develop a “How-To” toolkit that explains how to host various SRTS activities such as audits, walk to school day events, prize-based activity competitions, activity-tracking, and safety trainings. The toolkit will be organized based on the audience consisting of school champions (typically parents and faculty), city/county staff, or law enforcement staff.

The toolkit information should utilize already published data and guidance where available. Additionally, materials should be scaled based on time available anticipating some efforts will be planned with months of preparation, and others will have less time to organize and develop. The Consultant may want to reach out to OCHCA staff as they already have prepared training materials related to the following:

- Hosting a WTSD event
- Hosting a walking school bus
- Performing a school walk audit

The toolkit information should be downloadable materials that is posted to the City of La Habra website and organized based on audience and need. This scope of work assumes the materials that will be created by the Project Consultant will be no more than 2-pages in length by toolkit item, and is not intended to develop entirely new or re-created materials.

5.3 Identify Funding Opportunities

The Project Team will analyze ways to fund the recommended activities, identifying traditional and innovative funding strategies, as well as local funds. Partners may also be able to use existing budgeted programs to assist in SRTS activities, such as cross-promoting events through existing e-news blasts.

The recommended actions should align with potential funding sources and provide realistic schedules for implementation. The actions and associated funding recommendations should allow for growth in scope, accounting for groups and schools starting with more focused and limited scope that grows in reach over time. The Funding Opportunities memorandum will include a general discussion of ways the City of La Habra and Stakeholder Committee members can prepare to be more competitive for grant opportunities.

5.4 Draft & Final Action Plan

The Consultant will prepare a Draft Action Plan for the City of La Habra to review and comment. The draft Action Plan will summarize results from previous tasks, recommendations, action items, and roles and responsibilities. The SRTS Action Plan will provide guidance to the City of La Habra and the Stakeholder Committee members when allocating resources or considering funding opportunities for programming and capital projects.

The Consultant will revise the Draft SRTS Action Plan based on comments compiled and provided by the City of La Habra. The final report will be distributed to the Stakeholder Committee and posted for public review on the City of La Habra website.

5.5 Action Plan Presentations

The Consultant will provide a summary presentation that details the process for the SRTS Action Plan, analysis, recommendations, funding, and next steps for use in presentations to by City staff and other interested groups. The presentation will serve to provide an executive summary for the City Council and interested groups that want to hear about the project and how to embrace further efforts to improve SRTS. The Consultant will present the summary directly to the City Council at one (1) meeting. City of La Habra staff will provide summary presentations of the Action Plan to all interested groups.

PROJECT SCHEDULE

The following tentative* schedule has been established for the selection of the Consultant for this project:

<u>PROJECT MILESTONES</u>	<u>DATE</u>
Send-out Request for Proposal (RFP)	7/25/2024
Mandatory Pre-Proposal Meeting	8/1/2024
RFP Questions Received	8/8/2024
RFP Addenda	8/15/2024
Received Proposals	8/22/2024 (5:00 PM)
Short-list established	8/29/2024
Interview of short-listed firms (if needed)	9/5/2024
Consultant Selection	9/10/2024
Contract Negotiations	9/19/2024
Contract Awarded by City Council	10/7/2024
Notice to Proceed (NTP)	10/21/2024

** The above schedule is subject to change at the discretion of the City.*

PROPOSAL REQUIREMENTS

To maintain uniformity with all proposals submitted, it is hereby requested that the consultant's proposal should include the following minimum information:

- The legal name of the firm, year the firm was established, and structure of the firm (i.e., sole proprietorship, partnership, corporation, joint venture, etc).
- The name, address, and telephone number of the person to whom correspondence should be directed and the name of the person who has authority to negotiate on behalf of the firm.
- Understanding of the Project.
- A detailed Scope of Services.
- A discussion of the proposed Project schedule for each task and subtask of the project and a graphic representation of the time required for completing the work.
- Previous Project Experience. The Consultant shall submit a list of similar services and the agencies and/or organizations for whom the work was completed. All identified projects must be within the last three (3) years. The previous work need not be in the County of Orange but must be equivalent in nature.
- List of client reference to include up-to-date names and telephone numbers of individuals most familiar with Consultant's past performance.
- Resume and experience of principals, project managers and key planners, construction managers, engineers, and designers who may be assigned to the project.
- Names and experience of sub-firms and sub-consultants who would be part of the Project Team. Indicate roles each sub-consultant would perform.
- A fee schedule for the project, including number of hours, sub-contracts and other direct cost shall be listed by item. In addition, a current hourly fee schedule shall be included along with a "not-to-exceed" total project fee. The Consultant schedule of rates shall remain as proposed for the duration of the project, increases will not be permitted.
- State the ability of your firm to enter into the City's standard Professional Services Agreement (Agreement). This Agreement is attached to the RFP. No modification(s) to said Agreement will be allowed.

- Declaration regarding existing or potential conflict of interest, i.e. other projects or commitments which might impair or undermine the Consultant's ability or credibility regarding the proposed services.
- List any other documentation that would be useful in determining overall Consultant qualifications.
- The proposal is limited to 30 (8½"x11") **single-sided** pages, excluding cover sheet, cover letter, and staff resumes.
- Pages are to be no less than 12-point font.
- Charts and schedules may be included in 11"x17" format, however it will count as two (2) pages towards the total number of page allocation.

MANDATORY PRE-PROPOSAL MEETING

Proposing firms are **required** to attend the mandatory pre-proposal meeting (in-person) at the City of La Habra City Hall (110 E. La Habra Boulevard, La Habra, CA 90631) in the Harvest Room (second floor, next to the Engineering Department) at **10:00 A.M. (PST), Thursday, August 1, 2024.**

PROPOSAL SUBMITTAL DATE

Four (4) copies (one marked "Original" plus three (3) copies) of the proposal and one (1) digital media (disc or flash drive) containing the proposal in "portable document format" (.pdf) format must be received by **5:00 P.M. (PST), Thursday, August 22, 2024.** The proposals are to be addressed to:

Michael Plotnik, PE, TE
 City Traffic Engineer
 City of La Habra
 110 E La Habra Boulevard
 La Habra, CA 90631

Each proposal shall be submitted in two (2) parts. The first part shall be the work proposal and it shall be sealed in an envelope and clearly marked, **"Safe Routes To School Action Plan Development Project – Technical Proposal"**. The second part shall be the fee proposal and it shall be sealed in its own envelope marked, **"Safe Routes To School Action Plan Development Project – Fee Proposal – DO NOT OPEN"**.

Any questions regarding this RFP should be directed to Michael Plotnik, PE, TE, City Traffic Engineer, at (562) 383-4162 or mplotnik@lahabracalifornia.gov and must be received by **6:00 P.M. (PST), Thursday, August 8, 2024.**

LATE PROPOSALS

It is the Consultant's sole responsibility to ensure that its proposal is received at the City office prior to the scheduled closing time for receipt of proposals (**5:00 P.M. (PST), Thursday, August 22, 2024**). Proposals received after closing time specified in this RFP will not be considered and will be promptly returned.

PROPOSAL FORMAT

In order to maintain uniformity with all proposals submitted, it is hereby requested that the Consultant's proposal should include the following minimum information:

- A. Project Understanding
- B. Scope of Services
- C. Previous Projects and Experience
- D. Resumes of Project Team
- E. Firm Representative
- F. Sub-Consultants (if any)
- G. State of Consultant's ability to enter into City's Standard Professional Services Agreement without exceptions or modifications.

The Consultant is encouraged to submit a list of similar projects and the client agencies or organizations recently completed by the firm.

Any other information considered relevant to the proposal.

SELECTION CRITERIA

The following criteria will be used in evaluating the proposal and selecting the successful consulting firm.

Criteria:	Point Value:
Company References & Experience (in years).	15
Project Management, Personnel Staffing Levels & Experience, Schedule of Performance (qualifications).	25
Proposal Completeness (all required issues addressed).	5
Familiarity & Experience with Safe Routes To School projects.	50
Accessibility to the office of the Consultant with the primary responsibility assignment.	5
Total	100

The City may elect to interview the top-rated (short-listed) firms, if necessary. The tentative date for oral interviews is ***Thursday, September 5, 2024***.

RIGHT TO REJECT ALL PROPOSALS

The City of La Habra reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise. The City also reserves the right to award a portion of work or combination, thereof. All costs incurred in the preparation of the proposal, the submission of additional information, and/or any aspect of a proposal prior to award of a written contract will be borne by the Consultant. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other costs or obligation of any kind that may be incurred by the Consultant. All proposals submitted to the City of La Habra become the property of the City.

CONSULTANT EVALUATION AND SELECTION PROCESS

The City staff will conduct a Qualifications-Based Selection process and negotiate a contract with the most qualified Consultant for the desired contracting services at compensation, which the staff determines is fair and reasonable to the City. Should the City staff be unable to negotiate a satisfactory contract with the Consultant considered most qualified, negotiations with that Consultant shall be formally terminated. Negotiations will be undertaken with the next most qualified Consultant. Failing accord with the second most qualified Consultant, the City will terminate negotiations and continue the negotiation process with the next most qualified Consultant in order of their evaluation ranking until an agreement is reached and a Consultant is selected and an agreement is executed.

ATTACHMENTS:

- City of La Habra's Professional Services Sample Agreement (Appendix A)

APPENDIX A

City of La Habra's Professional Services Sample Agreement

**CITY OF LA HABRA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this [] day of [], 20[] (“Effective Date”), by and between the CITY OF LA HABRA, a municipal corporation (“City”), and [], a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to [], as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. 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 fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State, and local laws and ordinances applicable to the services required under this Agreement. Consultant warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed _____ Dollars (\$ _____), unless authorized herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Manager is authorized to approve a Change Order for such additional services. Where the original contract is \$35,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than \$35,000.00.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates, or abandons a portion of this Agreement such suspension, termination, or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps, and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no 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.

5.0. INSURANCE

5.1. Insurance. The Consultant and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in [Exhibit "B"] attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as [Exhibit "C"] and incorporated herein by this reference.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the

parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives, and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence, or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT: |

Tel: _____ |
Fax: _____ |
Attn: _____

IF TO CITY:

City of La Habra
110 East La Habra Boulevard
La Habra, CA 90631
Tel: _____ |
Fax: _____ |
Attn: _____

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting, or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City of La Habra, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits, or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees

due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, State, or Federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files, and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes, or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs, or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and

of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates, and subconsultants, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates, or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, 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 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.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect. Furthermore, Consultant will comply with the following:

- (a) Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

- (b) E-Verify. If Consultant is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Consultant shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Consultant shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Consultant shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated. |

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. 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.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. 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 provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF LA HABRA,
A municipal corporation

_____, City Manager or Mayor Date: _____

ATTEST:

Rhonda J. Barone, CMC, City Clerk
of the City of La Habra

CONSULTANT:

Signature Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

_____, Risk Manager

Date: _____

APPROVED AS TO CONTENT:

_____, Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Name, Title

Date: _____

SAMPLE

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

SAMPLE

EXHIBIT B
INSURANCE REQUIREMENTS

SAMPLE

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

SAMPLE

EXHIBIT B
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 this Agreement, the Consultant shall procure and maintain in full force and effect during the term of this Agreement, the following policies of insurance.

1. **Minimum Scope and Limit of Insurance**

- 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 00 01 covering any auto (Code 1), or if Consultant has no owned autos, coverage for hired autos (Code 8) and non-owned autos (Code 9) 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. **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially delete coverage for the work to be performed.

2. **Endorsements**

Insurance policies shall not be compliant if they include any limiting provision or endorsement contrary to this Agreement, including but not limited to restricting coverage to the sole liability of consultant, excluding contractual liability or excluding third party over actions. The following endorsements shall be provided to the City.

A. **Commercial General Liability and Automobile Liability Policies:**

1. **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW ADDITIONAL INSUREDS FOR YOUR CITY) are to be covered as additional insureds for the liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Consultant including materials, parts or equipment furnished in connection with such work or operations.

The commercial general liability additional insured endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; CG 20 10, or CG 20 26.

2. **Primary and Non-Contributory:** This insurance is primary to and will not seek contribution from any other insurance whether primary, excess, umbrella, or contingent insurance, including deductible, or self-insurance available to the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) as additional insureds.

The Commercial General liability primary endorsements shall be at least as broad as ISO CG 20 01 04 13.

B. Workers' Compensation:

1. **Waiver of Subrogation:** Any right of subrogation against the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) shall be waived.

3. **Insurance Obligations of Consultant**

The City requires and shall be entitled to the Consultant's broader coverage and/or the higher limits if Consultant maintains broader coverage and/or higher limits than the minimums shown above. Any available insurance proceeds excess of the specified minimum limits of insurance and coverage 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 Consultant under this Agreement.

4. **Notice Of Cancellation**

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

5. **Waiver Of Subrogation**

Required insurance policies shall not prohibit Consultant from waiving the right of subrogation prior to a loss. The 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.

6. **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 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.

7. **Self-Insured Retention**

Self-insured retentions (SIR's) must be declared to and approved by the City. The City may require 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 SIR. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City. Self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such insurance. The City may deduct from any amounts otherwise due Consultant to fund the SIR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR.

8. **Contractual Liability**

The coverage provided shall apply to the obligations assumed by Consultant under the indemnity provisions of this Agreement.

9. **Failure To Maintain Coverage**

The Consultant agrees to suspend and cease all operations hereunder during such 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 the Consultant has fully complied with the insurance provisions of this Agreement. If the Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

10. **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.

11. **Claims Made Policies**

If coverage is written on a claims-made basis, the retroactive date of such insurance and all subsequent insurance shall coincide or precede the effective date of Consultant's initial Agreement with the City and continuous coverage shall be

maintained, or an extended reporting period shall be exercised for a period of at least ten (10) years from termination or expiration of this Agreement.

12. **Excess Umbrella Liability Policies**

If any excess or umbrella liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all the insurance requirements stated in this Agreement, including, but not limited to the additional insured, primary & non-contributory and waiver of subrogation insurance requirements stated herein. No insurance policies or self-insurance maintained by the City, whether primary, reinsurance or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Consultant’s primary and excess/umbrella liability policies are exhausted.

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 Agreement, including adding the City as an additional insured, providing primary and non-contributory coverage and waiver of subrogation to the subcontractor’s policies.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS