

**PROFESSIONAL SERVICES AGREEMENT
FOR
YORBA LINDA-PLACENTIA MULTI-AGENCY
ACTIVE TRANSPORTATION PLAN**

THIS AGREEMENT FOR CONTRACT SERVICES (“Agreement”) is made and entered into as of June 20th, 2023, by and between the CITY OF YORBA LINDA, a municipal organization organized under the laws of the State of California (“City”), and ALTA PLANNING + DESIGN, INC. (“Consultant”).

NOW THEREFORE, the parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to the Yorba Linda-Placentia Multi-Agency Active Transportation Plan, as specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference (the “services” or “work”). Consultant warrants that all practices and procedures; workmanship and materials shall be consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances during the same period of time (Standard of Care).

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the Schedule of Compensation, and/or (ii) the Schedule of Performance, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract

Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment, or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Performance to Satisfaction of City. Consultant shall perform all work and tasks comprising the Services to the satisfaction of City and in accordance with the reasonable Standard of Care within the time specified. If City reasonably determines that any portion of the services is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (a) meeting with Consultant to review the quality of the work and resolve matters of concern; (b) requiring Consultant to repeat unsatisfactory work at no additional charge until they are satisfactory; (c) suspending the delivery of work to Consultant for an indefinite time; (d) withholding payment; and (e) terminating this Agreement as hereinafter set forth.

1.6 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in a total amount not to exceed Three Hundred Eighty-Eight Thousand Five Hundred Twenty-Three and 41/100 Dollars (\$388,523.41) (the "Contract Sum"), except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation.

2.2 Method of Payment. Unless otherwise provided in the Schedule of Compensation, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

SECTION THREE: PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit “C” (the “Schedule of Performance”). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. The term of this agreement shall commence upon execution of this agreement on June 20th, 2023 and terminate upon completion of the project. This agreement may be extended upon mutual agreement by both parties (extended term). Unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.

SECTION FOUR: COORDINATION OF WORK

4.1 Representative of Consultant. Jeff Knowles, Principal-in-Charge is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be Tony Wang, P.E., Traffic Engineering Manager or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

SECTION FIVE: INSURANCE AND INDEMNIFICATION

5.1 Without limiting Consultant's indemnification obligations, Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to City, and Consultant shall maintain

all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by City.

5.2 Consultant shall take out and maintain the following insurance:

5.2.1. Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Yorba Linda, its officers, directors, employees, representatives and volunteers."

(b) "Should any of the described policies be cancelled before the expiration date, notice will be delivered by Consultant in accordance with the policy provisions."

5.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3. Commercial Automobile Liability Insurance, including, non- owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering codes 8 &9 non-owned and hired autos.

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors, or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.3 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) “The City of Yorba Linda, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on the Commercial General Liability and Automobile Liability policies with respects to the operations and activities of the named insured at or from the premises of the City of Yorba Linda. The coverage shall contain no special limitations on the scope of protection afforded to the City of Yorba Linda, its officers, directors, employees, representatives and volunteers.”

(b) “The Commercial General Liability and Automobile Liability insurance policies shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, limitation or reduction of coverage. Consultant shall provide notice for cancellation or changes to the Workers’ Compensation and Professional Liability policies prior to expiration and according to policy provisions.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Yorba Linda shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Yorba Linda, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.”

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other

provisions and endorsements required herein, and copies of all endorsements signed by the insurer's representative. All policies shall contain the Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. City's requirements shall not be unreasonable but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold City and City's agents, officers, and employees ("City Personnel") harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.9.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8.

5.9.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8..

5.9.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8..

SECTION SIX: RECORDS, REPORTS, AND INTELLECTUAL PROPERTY.

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents and Data. All original drawings, specifications, reports, records, data, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall become the property of City upon full payment to Consultant for Services provided and accepted under this Agreement, and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

6.4 In the event City or any person, firm or corporation authorized by City reuses said documents and materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, City hereby releases, discharges, and exonerates Consultant from liability

resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

6.5 Intellectual Property and Proprietary Information.

6.5.1. Proprietary Information. All proprietary information developed specifically for City by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Consultant's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Consultant's services under this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of Services by Consultant under this Agreement shall be made to City, and that Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

6.5.2. Reproduction Rights. Any and all patents and copyrights that arise from the services or the creation of work in carrying out this Agreement shall be vested in City, and Consultant hereby agrees to relinquish all claims to such copyrights in favor of City.

6.5.3. Use of Patented Materials. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used, or incorporated in the Services performed by Consultant under this Agreement. Consultant shall indemnify, defend, and save City harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

7.1 Confidentiality. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Release of Confidential Information. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project

or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

7.3 Conflicts of Interest Prohibited. Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

7.4 Covenant Against Contingent Fee. Consultant covenants that neither it nor any of its officers, employees, agents, or representatives employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement. Consultant further covenants that neither it nor any of its officers, employees, agents, or representatives has paid or agreed to pay any company or person, other than a bona fide employee of Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this provision, City shall have the right to annul this agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

8.1 Compliance with Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably

believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.9 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.10 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.11 Termination Prior To Expiration of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

8.13 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.14 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state,

and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

8.15 Compliance with California Unemployment Insurance Code Section 1088.8. If Consultant is a sole proprietor, then prior to signing the Agreement, Consultant shall provide to City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Consultant understands that pursuant to California Unemployment Insurance Code section 1088.8, City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

8.16 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

8.17 Unauthorized Use of City's Name. Except as required by law or with the prior written consent of City (which consent may be withheld in city's sole and absolute discretion), Consultant shall not use City's name, seal or logo in any marketing materials, magazine, trade paper, newspaper, television or radio production or other similar medium, nor shall Consultant state, imply or in any way represent to any third party that City has endorsed or approved Consultant or any of its services or products.

SECTION NINE: MISCELLANEOUS

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF YORBA LINDA
Attention: Tony Wang, P.E.
4845 Casa Loma Avenue
Yorba Linda, CA 92886

To Consultant: Alta Planning + Design, Inc.
Attention: Jeff Knowles, AICP
617 W. 7th Street, Suite 1103
Los Angeles, CA 90017

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 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.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Orange shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

9.7 Special Provisions. Any additional or supplementary provisions or modifications or alterations of this Agreement, if any, shall be set forth in an additional Exhibit "D" ("Special Provisions") if any such Special Provisions exist. In the event of any discrepancy between the provisions of this Agreement and the Special Provisions, Special Provisions shall take precedence and prevail.

9.8 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement, (2) the Consultant's signed, original Proposal ("Consultant's Proposal"), and (3) the City's Request for Proposals, ("City's RFP), which shall all be referred to collectively hereinafter as the "Contract Documents". The Consultant's Proposal and the City's RFP, which are both attached hereto as Exhibits "A" and "B", are hereby incorporated by reference, and are made a part of this Agreement. All provisions of this Agreement, the Consultant's Proposal, and the City's RFP shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or

inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority, (1st) the terms and conditions of this Agreement, (2nd) the provisions of the City's RFP (Exhibit "B") and (3rd) the provisions of the Consultant's Proposal (Exhibit "A").

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY:

CITY OF YORBA LINDA

By: _____

MARK A. PULONE
CITY MANAGER

Dated: _____

CONSULTANT:

ALTA PLANNING + DESIGN, INC.

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Marcia Brown, City Clerk

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____

City Attorney, City of Yorba Linda

By: _____

Dianna Honeywell, Finance Director

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF COMPENSATION

Payment shall be on a “Fixed Fee” basis in accordance with the Consultants Schedule of Compensation attached herewith for the work tasks performed in conformance with Section 2.2 of the Agreement. Total compensation for all work under this contract shall not exceed Three Hundred Eighty-Eight Thousand Five Hundred Twenty-Three and 41/100 Dollars (\$388,523.41) except as specified in Section 1.2 - Changes and Additions to Scope of Services of the Agreement.

EXHIBIT C

SCHEDULE OF PERFORMANCE

Consultants Project Schedule is attached and made a part of this agreement. Consultant shall complete services presented within the scope of work contained within Exhibit "A" in accordance with the attached project schedule.

EXHIBIT D

SPECIAL PROVISIONS

The provisions of the Restricted Grant Agreement Number 74A1386 (RGA), between CALTRANS and the CITY OF YORBA LINDA, and the related definitions (unless otherwise specified herein) are incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein. Consultant and any subconsultants or subcontractors, shall comply with all stipulated provisions of the RGA (EXHIBIT E).

EXHIBIT A

SCOPE OF SERVICES

City of Yorba Linda
RFP for Yorba Linda-Placentia Multi-Agency Active Transportation Plan

SCOPE OF WORK

The scope of work shown below displays the anticipated process with project deliverables. Prospective consultants are requested to read all sections of this proposal carefully. Proposers should note critical items such as minimum requirements, scope of work, proposal submittal dates and formats, and submittal instructions. Only the Request for Proposal document (RFP) received directly from the City shall be considered official, as the City must track RFP holders in the event an addendum is issued. To be eligible to submit for proposal, prospective consultants must email Tony Wang, twang@yorbalindaca.gov, Traffic Engineering Manager, at the City of Yorba Linda, requesting to be added to the Proposer List. Any addendum issued will be provided to prospective consultants on the Proposer List. All proposers must acknowledge receipt of any addenda in the Cover Letter of their proposal. Failure to submit a Proposer List request to the City and/or acknowledge receipt of addenda in the submitted proposal will result in disqualification of the proposal. Hard copies are not available.

Task 1: Project Coordination and Existing Conditions

As an initial activity under this task, a kick-off meeting will be scheduled with project staff from Yorba Linda, Placentia, Caltrans District 12, the selected Consultant and others as relevant. Items for discussion will include project tasks, project timeline, review process, required deliverables, communication channels, existing data and reports, and other project elements as necessary. An agenda will be prepared by the Consultant to guide the meeting and resulting meeting minutes will be prepared and distributed.

Additionally, project status meetings will be scheduled on a regular basis between Yorba Linda/Placentia and the Consultant to review project schedules, budgets, and deliverables. The Consultant will submit complete invoice and progress report packages to the City on a monthly basis. The invoice and progress reports will be submitted in a format that aligns with Caltrans invoicing and quarterly progress reports (QPR) requirements.

Collect and review existing plans, policies, programs, and data. Existing plans will include, but not be limited to:

1. Yorba Linda's General Plan Circulation Element and Housing Element, Trails Master Plan, ADA Transition Plan, and Local Roadway Safety Plan (LRSP);
2. Placentia's Circulation Element of the General Plan; Health, Wellness, and Environmental Justice Element of the General Plan; and Open Space and Recreation Element of the General Plan;
3. Orange County Transportation Authority's (OCTA) SRTS Action Plan, OCTA's Orange County (OC) Bikeways Map, and OCTA's OC Active website;
4. SCAG's Connect SoCal.;
5. Caltrans Toward an Active California State Bicycle + Pedestrian Plan, and relevant State policies and programs; and
6. All private, non-profit, or public programs, policies, zoning Regulations affecting active transportation such as policies, zoning ordinances, and traffic modes.

To support development of the Multi-Agency ATP, the Consultant will gather existing conditions and background data for each school in the PYLUSD, bikeways, trails, sidewalks, existing land uses within the PYLUSD boundary, population characteristics, travel projections, and collision data. The Consultant will conduct traffic counts at selected locations to include project schools as

well as other areas of interest, and pedestrian and bicyclist counts, in order to assess demand that can identify areas for improvement and prioritize potential projects. The Consultant will also prepare base maps for each school showing the school location, enrollment boundaries, school bus routes and ridership, and crossing guard locations, and other pertinent information. Base maps of existing bike paths and trails will be prepared. Trail and sidewalk gaps will also be mapped.

The consultant shall inventory existing nonmotorized travel and infrastructure data. Data will be compiled into a technical report to inform presentations and outreach. Data collected should include, but not be limited to:

1. Traffic volumes and roadway capacity
2. Demographics of walking, biking and equestrian
3. Pedestrian and bicycle crash data
4. Connectivity
5. Suitability for all modes of travel including transit
6. Maintenance policies, programs, and equipment.

In addition, the consultant shall develop a series of geographic information system (GIS) maps documenting and summarizing the following by jurisdiction (where applicable, the consultant will use SCAG templates to ensure a standardized format):

1. Existing active transportation facility types, locations, & condition (GIS) using SCAG templates where possible;
2. Conflict zones (GIS);
3. Amenities (GIS);
4. Bicycle parking types, locations, and condition (GIS);
5. Location of equestrian facilities and properties (GIS);
6. Cycling and walking volumes (GIS);
7. Transit routes, frequency, and volumes (GIS);
8. Injury/fatality locations and collision types (GIS);
9. Other data determined by local agencies

A summary of existing conditions will be prepared to document methods and findings and will be included in the draft and final ATP.

Task Deliverables

1. Project kick-off meeting, agenda and meeting notes
2. Project status meetings, agenda and meeting notes
3. Existing conditions mapping
4. Existing conditions summary
5. Consultant project status reports and invoices
6. GIS data for City's use and records at completion of the project

Task 2: Analysis

An analysis for the existing conditions shall be conducted. A description of the methodology used, rankings developed for sidewalk and trail segments, and resulting priorities will be described in the ATP. Criteria used to rank segments may include, but not limited to:

1. Condition of sidewalk/pathway and associated characteristics such as obstructions, slope, gaps, grade, curb ramp configuration, and others;
2. Distance from pedestrian generators;

3. Health data;
4. Socioeconomic data;
5. Capital Improvement project lists; and
6. School proximity.

A bicycle/pedestrian collision analysis will be performed. Collision data involving pedestrians will be gathered from the California Transportation Injury Mapping System (TIMS) which utilizes the California Statewide Integrated Traffic Records System (SWITRS). The analysis will include safety requirements for the Active Transportation Program.

Additionally, Consultant will identify specific analyses that focus on prioritizing the La Jolla and Old Town disadvantaged project areas in Placentia.

An initial analysis with tract maps and other historical documents will be conducted. The research results will be analyzed to determine where appropriate easements exist that might be used to construct or extend trails. Areas that contain easements for either recreational or equestrian trails will be selected for fieldwork analysis. The fieldwork will focus on rights-of-way identified as either planned equestrian trails or planned local multipurpose trails. Routes identified as planned equestrian trails will be analyzed in the field as potential earthen multipurpose trails. Routes identified as planned local multipurpose trails will be examined for potential for multipurpose trails, paved paths, bicycle paths, bicycle lanes or bicycle routes.

The findings of these analyses will be provided in a technical memorandum and included in the draft and final ATP.

Task Deliverables

1. Summary of Analysis/Analysis Memo

Task 3: Public Outreach and Engagement

A Public Outreach and Engagement Plan will be prepared by the Consultant in collaboration with Yorba Linda and Placentia. The plan will include community engagement tools and events to be used throughout the development of the ATP. Events will be publicly noticed to ensure maximum attendance. Notices will be in English and Spanish, as necessary. Spanish and sign language interpreters will be present at workshops, as requested. In addition, all in-person activities will comply or be adjusted to align with COVID-19 safety protocols, as applicable.

A priority of the Outreach and Engagement Plan will be to include a strategy to fully engage disadvantaged communities, including outreach in multiple languages and means to reach groups that may not participate in traditional planning events. The plan will also include strategies for engaging with all project stakeholders. Consultant will work with each city's Accessibility/ADA Coordinator to ensure that community engagement materials and events meet or exceed accessibility requirements so all residents can participate, including non-English speakers, those without childcare or transportation, and those who work nights/weekends. Project representatives will attend different community events to gather public input. At a minimum, specific outreach methods shall include, and not be limited to:

1. A project-specific project webpage that includes interactive features to make the project engaging and easy to understand so as to encourage input;
2. Survey questions or announcements on municipal websites;
3. Community workshops in various parts of each city with interpreters and child-friendly activities;

4. At least six (6) interactive pop-ups at community events such as farmers markets, street fairs, school events, food truck events, or neighborhood gatherings;
5. Walk audits;
6. Social media channels such as Facebook, Twitter, and Nextdoor and
7. A monthly e-newsletter.

For each of the above outreach methods, as necessitated by specific project requirements, information may also be communicated in Spanish.

Project webpages will be developed by the Consultant for the cities' websites and social media platforms. Developed content will promote outreach and education materials, document workshops, promote surveys, workshops, and walk audits. The draft and final ATP will also be provided on these websites. The website will allow stakeholders to submit feedback without attending in-person events, if preferred.

Particular to the SRTS segment of the Plan, the Consultant will use the standardized Student Travel Tally and Parent Survey questionnaires from the National Center for Safe Routes to School to collect data on student travel modes and parent attitudes about walking and bicycling to school. Data collection will be conducted twice, once at the beginning of the SRTS Plan project and once at the end. The Consultant will summarize these findings into a Student Travel Tallies and Parent Surveys Analysis Memo. The Consultant will emphasize outreach efforts to encourage participation of audiences within the areas of school sites within disadvantaged communities to increase social equity.

The Consultant will conduct up to four (4) ATP Workshops for school staff, parents, law enforcement, health agencies and organizations, and other stakeholders. The purpose of the workshops will be to introduce the ATP project. Several of the workshops will focus on SRTS and will educate the attendee on the 6 Es of SRTS (Engagement, Equity, Encouragement, Education, Engineering, and Evaluation). At least two (2) workshops will be held at a school or location near a disadvantaged school (defined as a school where 75% or more of students are eligible for Free and Reduced-Price Meals).

The Consultant will also conduct "pop-up workshops" at up to six (6) public events in order to inform and solicit feedback from the community on the elements of the ATP. The consultant will prepare questionnaires, handouts and photo boards for the workshops to easily provide and gather information.

Another engagement tool will be walk audits to assess walking and biking conditions. Each walk audit will include "stops" at various locations in which participants will discuss barriers to mobility and provide input on preferred improvements. Walk audits for SRTS will include evaluation project school sites during the morning arrival or afternoon dismissal period. The purpose of these walk audits is to observe conditions and behaviors, and to identify specific challenges or impediments that currently limit walking and biking to and from schools. The Consultant will provide participants who are unable to participate in the walk audits with another way to give input, such as through a web-based mapping tool where participants can "pin" locations and write the issues or concerns for the marked location. The Consultant will summarize results of each walk audit, including stakeholder feedback and photos, into a Walk Audit Report.

Stakeholder participation will be encouraged as a component of each task deliverable. Stakeholder inclusion and attendance during the outreach and engagement planning will be woven into development of both the draft and final plans.

Task Deliverables

1. Outreach and Engagement Plan
2. Project webpages
3. Surveys/Questionnaires
4. PowerPoint presentations
5. Website announcements
6. Photos, outreach materials/handouts
7. Walk audit reports
8. Student Travel Tallies and Parent Surveys Analysis Memo
9. Pop-Ups/ Workshops

Task 4: Technical Advisory Committee

The Consultant will compile a list of invitees to participate in the ATP Technical Advisory (TAC). Invitees will likely include but not be limited to Caltrans District 12 staff, City of Yorba Linda staff, City of Placentia staff, PYLUSD staff, the Orange County Transportation Agency (OCTA) active transportation and SRTS staff, Orange County Health Care Agency, Orange County Sheriff's Department, Placentia Police Department, St Jude Wellness, PTA representatives, and community-based organizations.

The Consultant will prepare TAC meeting agendas and meeting notes. It is assumed that the TAC will meet at least eight (8) times (approximately quarterly or when issues require input) throughout the project. The TAC will advise the Consultant on potential project and programmatic recommendations that align with their goals. The TAC will also provide input prior to major engagement activities and will review key project deliverables prior to posting to the public or decision-makers.

Consultant will include an engagement activity or subtask to incorporate land-use planners and associated technical professionals from applicable agencies during the TAC development and coordination stages. Information on existing and upcoming/planned transportation, land-use and housing projects will be researched and compiled by consultant to inform TAC deliverables. Additionally, consultant will develop materials to encourage participation and inclusion of PTA members and students from the schools and census tracts that are located in disadvantaged communities as members of the TAC.

Task Deliverables

1. Confirmed list of TAC members
2. Agendas and meeting minutes (including action items)
3. Lists of meeting attendees

Task 5: Draft and Final Plan

The ATP will document existing conditions, the analyses performed, and recommendations for priority active transportation projects throughout the project boundaries. Recommendations will include preliminary cost estimates that align with the requirements of the California Transportation Committee (CTC) Active Transportation Program, so that the recommendations can be incorporated into future grant applications for implementations. All recommendations, maps, and cost estimates will be included in the Draft and Final Multi-Agency Active Transportation Plan. Projected financial needs will also be included for priority projects and programs along with anticipated revenue sources and potential grant funding.

The Consultant will prepare a Draft ATP for City staff (Yorba Linda and Placentia) review. The Draft ATP will be aligned with the CTC Active Transportation Program guidance and will include a summary of actionable next steps for implementing the project recommendations. The Consultant will incorporate City staffs' comments as applicable and prepare a revised Draft ATP for stakeholder and general public review. The plan will be in a format that is compatible for uploading to the Cities' websites and used individually as needed. A request for public comments will be advertised through various media per each City's requirements. The draft ATP will include specific reference to disadvantaged communities within the plan boundaries that will benefit by prioritization of these targeted areas. The draft plan will include clearly delineated section(s) that outline the disadvantaged community areas, as identified in the introduction of this document, in order to bolster prioritizing elements of the project that will benefit those groups.

The ATP will include SRTS and Trail Master Plan Update (Yorba Linda only) as separate chapters.

At minimum the Trails Master Plan Update should include enhancements to the readability of the 2005 Trails Master Plan Update map segments. All GIS files shall be provided to the City and a final City-wide Updated Trails Map shall be created.

<https://www.yorbalindaca.gov/DocumentCenter/View/623>

The Consultant will present the draft ATP separately to each of the Yorba Linda and Placentia Traffic Commissions and the Master Plan of Trails Update to the Yorba Linda Parks and Recreation Commission to receive input.

At the end of the public comment period, the Consultant will compile all comments and prepare responses. This response to comments document will be made available for public access on the Cities' websites. The Consultant will incorporate stakeholder and public comments into the Final ATP, as applicable, and will prepare the Final ATP in formatted, electronic form. The Final ATP will credit Caltrans on the cover and title page, and will be submitted to Caltrans in an ADA accessible electronic copy.

Task Deliverables

1. Recommended priority projects and preliminary cost estimates
2. Internal Draft ATP for City of Yorba Linda and Placentia review. The ATP document will include SRTS and Trail Master Plan Update (Yorba Linda only) as separate chapters.
3. Draft ATP for Stakeholder and General Public review.
4. Yorba Linda and Placentia Traffic Commission presentations
5. Yorba Linda Parks and Recreation Commission presentation
6. Compilation of Public Comments and Responses
7. Final ATP Plan with credit to Caltrans on cover Page (submitted to Caltrans in an ADA accessible electronic copy)

Task 6: Board Review/Approval

The Final ATP will be scheduled on the Yorba Linda and Placentia City Councils' calendars/agendas for final adoption. The Consultant will present the Final ATP to the Yorba Linda and Placentia City Council for approval and adoption. If any critical issues are raised, The Consultant will respond and resolve these issues.

Task Deliverables

1. Yorba Linda City Council Meeting Presentation
2. Placentia City Council Meeting Presentation
3. Final ATP Report presentation materials
4. City of Yorba Linda meeting minutes with board acceptance/approval
5. City of Placentia meeting minutes with board acceptance/approval

MISCELLANEOUS

Selected Consultant shall provide insurance documents per the attached checklist prior to contract award. Consultant shall ensure insurance companies used are admitted to conduct insurance business along the lines of insurance supplied in the State of California and have a Best Guide rating of Grade A or better and Class VII or better.

The City recognizes that the Consultant in their preparation of a response to this RFP may have other ideas to improve the efficiency, safety, cost effectiveness or resiliency of the project beyond what is outlined in this RFP. Based on the Project understanding and goals, the Consultant may provide optional tasks that will enhance the performance and delivery of the project in the most efficient and effective manner. Optional tasks presented by the Consultant shall be cognizant of the overall project schedule and budget. For every optional task, the Consultant shall provide an explanation of additional enhancement, efficiency or cost savings to the Project along with a detailed scope of work, timeline, estimated not-to-exceed cost for each item, and deliverables. Optional tasks may be included in the Appendices. Additional work items are not required, and thus a Consultant will not be penalized for not proposing any optional tasks.

STANDARDS OF WORK

CONFLICTS / DESIGN EXCEPTIONS. In case of conflict, ambiguities, discrepancies, errors, or omissions, Consultant shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by City shall be at Consultant's risk and expense.

DELIVERABLE DOCUMENTS. Deliverables shall be prepared in English units and in conformance with the latest editions of applicable standards.

REFERENCE MATERIALS. The Consultant shall make use of additional reference material as appropriate. Consultant shall also be responsible for ensuring the most recent version of all reference materials are used, including any addenda and errata.

Approach to the Scope of Work

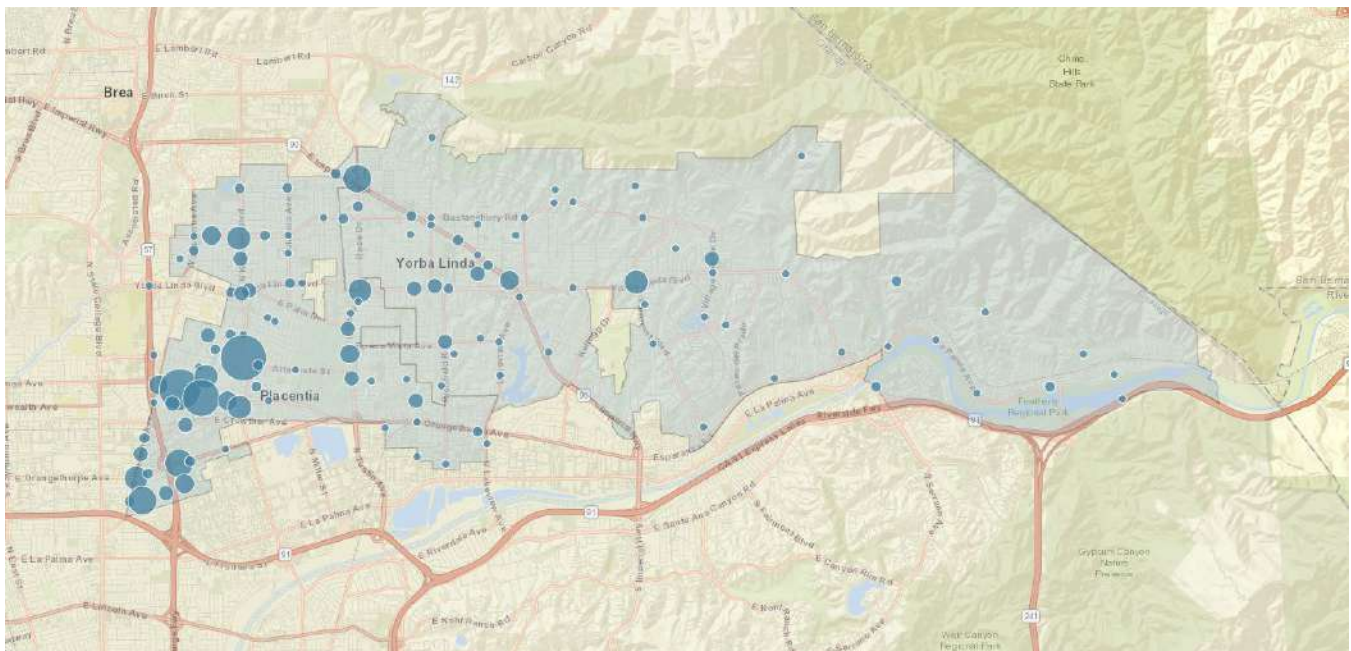
We appreciate the time that was put into creating an easy-to-understand scope of work in the RFP. **In our proposal, we have assumed that the tasks will remain the same as those in the RFP, but we have added clarifying comments and value-added tasks to supplement the original scope.** We see ourselves as an extension of Yorba Linda and Placentia’s staff and will remain flexible to project needs as they arise through the course of the planning effort.

Task 1: Project Coordination and Existing Conditions

Task	Task Name	Suggestion	Task Deliverables
1.1	CLARIFICATION: Project Kickoff Meeting	This kickoff meeting will take place virtually using Zoom or another video platform, and it will last no longer than one hour.	<ol style="list-style-type: none"> Project kick-off meeting, agenda and meeting notes Project status meetings, agenda and meeting notes Existing conditions mapping Existing conditions summary Consultant project status reports and invoices GIS data for City’s use and records at completion of the project
1.1	CLARIFICATION: Data Request Memo	Alta will develop and distribute a data request memo and data transfer system to be used for file sharing throughout the project.	
1.2	CLARIFICATION: Ongoing Project Management	Alta will schedule monthly virtual project status meetings with the client Project Manager, and these will last no longer than one hour. We propose shortening the project schedule from two years to 18 months, which will improve project/budget efficiency and allow the Cities to begin seeking grant funding and implementing the Plan sooner.	
1.4	CLARIFICATION: Existing Conditions - Traffic Counts	Alta’s proposed budget assumes that we will hire a traffic count vendor to conduct machine/tube counts at ten (10) locations and video counts (for gathering detailed characteristics of users) at five (5) locations. The counts will include people walking, bicycling, and using other mobility devices. The exact number of count locations will be jointly determined by Alta and staff from both cities. OPTIONAL: Additional video screenline counts can be conducted for \$570/each location.	

Task 2: Analysis

Task	Task Name	Suggestion	Task Deliverables
2	CLARIFICATION: Analysis	The result of this task will be three separate memos: <ol style="list-style-type: none"> Methodology & Ranking Criteria Bicycle/Pedestrian Collision Analysis & Safety Recommendations Tract & Right-of-Way Analysis for Paths & Class I Facilities 	<ol style="list-style-type: none"> Segment Scoring Criteria/Methodology Memo Bicycle/Pedestrian Collision Analysis & Safety Memo Recommendations Parcel & Right-of-Way Analysis for Paths & Class I Facilities Memo (including fieldwork summary)
2.1	CLARIFICATION: Develop Segment Scoring Criteria/ Methodology + Memo	We assume this sidewalk/pathway condition analysis is limited to ten (10) key pedestrian connections/corridors (e.g., near schools, commercial districts, civic centers, transit stations/stops).	
2.1	CLARIFICATION: Parcel & ROW Analysis for Paths + Memo	The fieldwork focused on rights-of-way for potential trails will need to be done after the recommendations are determined early in Task 5. We will add those details to the Existing Conditions Analysis Memo before it is added to the Draft Plan document.	



Among pedestrian- and bicyclist-involved collisions reported between 2013 and 2022, significant clusters occur in Old Town and Southwest Placentia, as well as along major arterials such as Imperial Highway and Yorba Linda Boulevard.

Task

Task Name

Suggestion

Task Deliverables

2.2

OPTIONAL:
Collision Profiles

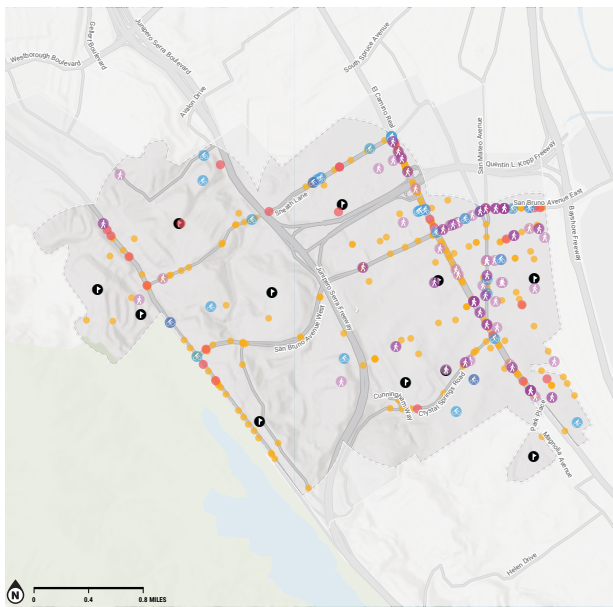
To better understand factors influencing severe and fatal collisions, Alta will identify up to three (3) collision profiles (i.e., groups of collisions with similar contributing factors). These profiles will be identified based on cross-tabulations of collision and contextual factors along identified streets utilizing collision data from the last 5-10 years.

These profiles will have their collisions presented in neighborhood or corridor scale infographics that feature charts, cross-tabulations, and maps. These infographics are intended to not only summarize key trends that can help identify targeted counter-measures but serve as a future resource for grant applications or presentations to build the case for future funding.

- Collision Profiles (\$10,000 Additional Fee)

Appendix A: School Level Collision Infographics

**ALL PARTICIPATING SCHOOLS
SCHOOL COLLISION PROFILE**



Collision data from 2014 to 2020 was downloaded from the statewide Transportation Injury Mapping System (TIMS) which reports all collisions resulting in an injury. Data from 2020 was provisional at the time of download.



COLLISIONS

- Bicycle KSI
- Bicycle Non-KSI
- Pedestrian KSI
- Pedestrian Non-KSI
- KSI
- Non-KSI

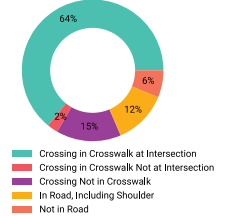
STUDY FEATURES

- Study School
- Study Area (1/2 mile buffer)
- San Bruno City Limit

COLLISION CHARACTERISTICS

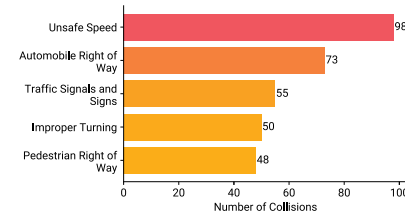
	Total	KSI	Youth	Bicycle	Pedestrian
All Collisions	480	60	110	30	81
Mid-Block Collision	259	41	58	21	32
At Intersection	221	19	52	9	49
Alcohol Involved	45	10	3	1	5
Speeding Involved	98	11	24	4	3

PEDESTRIAN LOCATION WHEN STRUCK

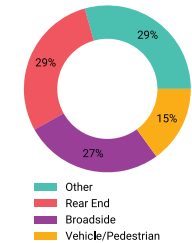


ALL COLLISIONS

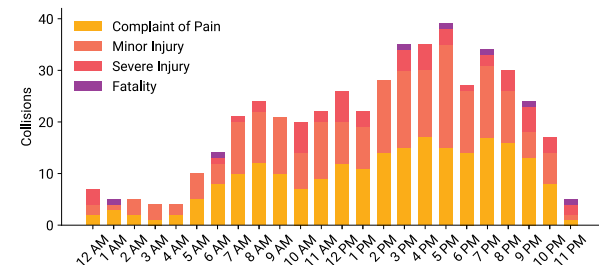
PRIMARY CRASH FACTOR



TYPE OF COLLISION



COLLISIONS BY TIME OF DAY



Task 3: Public Outreach and Engagement

Task	Task Name	Suggestion	Task Deliverables
3.1	VALUE ADD: Outreach and Engagement Plan	<p>The proposed outreach will be extensive to ensure that the ATP documents are developed in a transparent and inclusive manner. The Plan recommendations will be developed based on input from residents of Yorba Linda and Placentia, school staff and parents, community advocates and the Technical Advisory Committee (TAC).</p> <p>In addition to these audiences, special emphasis will be placed on seeking out disadvantaged communities and areas that have been harder to reach on previous outreach efforts. With this in mind, the Alta Team will collaborate with each City to develop a community involvement strategy that enables residents and community members that are Limited English Proficient or non-English speakers to participate.</p>	<ol style="list-style-type: none"> 1. Outreach and Engagement Plan 2. Project webpage 3. PowerPoint presentations 4. Website announcements 5. Photos, outreach materials/handouts 6. Student Travel Tallies and Parent Surveys (two [2] times each) with Analysis Memo 7. Up to four (4) Community Workshops 8. Up to six (6) Pop-Ups Workshops 9. Up to 26 School Walk Audits 10. Value Add: Stakeholder Database 11. Value Add: Project Branding 12. Value Add: In-House Spanish Translation & Interpretation 13. Value Add: Virtual Meeting Room (VMR) that can be hosted on the project webpage to capture feedback beyond the in-person workshops and pop-up events
3.1	VALUE ADD: Project Branding	<p>MBI's graphic design studio will develop a "brand" and messaging for the ATP. This will include the development of a project logo, templates with appropriate color graphics for materials/handouts, and the ATP webpage. Photos of local landmarks in Yorba Linda and Placentia familiar to members in each city will also be used in the templates.</p> <p>The goal of these branding efforts will be to connect the community to the ATP and then utilize this connection throughout the entire outreach and engagement process.</p>	
3.1	VALUE ADD: In-House Spanish Translation & Interpretation	<p>With approximately 50% of MBI's staff bilingual and fluent in Spanish, all ATP materials and surveys will feature versions in Spanish. All meetings and pop-up events will also feature one MBI staff member who can interpret and engage with Spanish speaking community members.</p> <p>This will ensure that the maximum number of stakeholders are reached, and diverse outreach is being conducted to community members that have been unable to participate in the past.</p>	

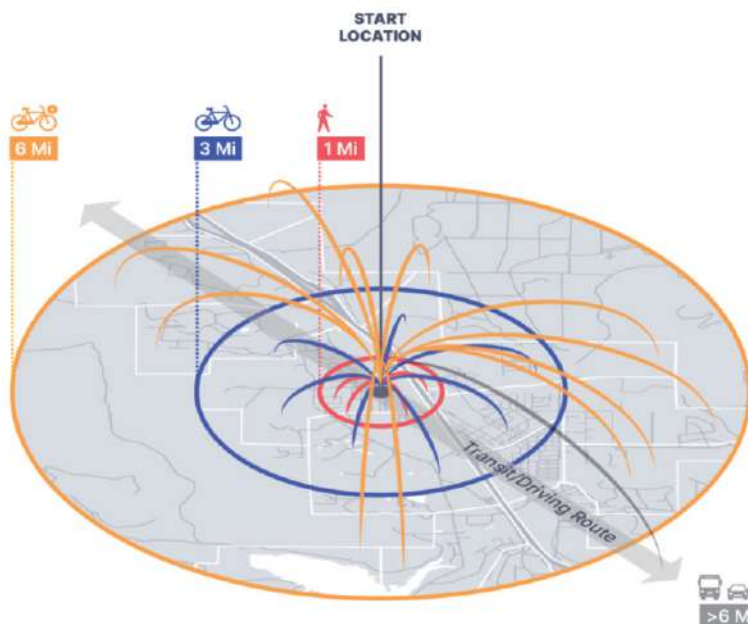
Task	Task Name	Suggestion	Task Deliverables
3.2	CLARIFICATION: Project Webpage, Web-Based Mapping Tool	<p>MBI will design, develop, and host a single dedicated project webpage for the ATP in accordance with the Cities' existing website and social media platforms. Webpage content will promote educational ATP materials, surveys, workshops, and walk audits. The draft and final ATP documents will also be provided and accessible.</p> <p>To increase feedback on specific streets, routes, and locations throughout the planning area, Alta will create an interactive web-based mapping tool where participants can "pin" locations and write the issues or concerns for the marked location.</p>	
3.2	VALUE ADD: Virtual Meeting Room	<p>The Alta team will host a Virtual Meeting Room (VMR) on the project webpage to capture feedback beyond the in-person workshops and pop-up events.</p>	
3.3	CLARIFICATION: Community Surveys	<p>Data collection will be conducted twice, once at the beginning of the SRTS Plan project and once at the end. MBI will use the standardized Student Travel Tally and Parent Survey questionnaires from the National Center for Safe Routes to School to collect data on student travel modes and parent attitudes about walking and bicycling to school. MBI will then summarize these findings into a Student Travel Tallies and Parent Surveys Analysis Memo.</p> <p>Special emphasis will be put on outreach efforts that encourage participation of audiences within the areas of school sites within disadvantaged communities to increase social equity.</p>	
3.4	CLARIFICATION: Community Workshops	<p>To introduce the community to the ATP project, MBI will plan and execute up to four (4) ATP Workshops. Targeted participants for the Workshops include school staff, parents, law enforcement, health agencies and organizations, and other stakeholders. Multiple workshops will focus on SRTS and will educate the attendees on the 6 E's of SRTS (Engagement, Equity, Encouragement, Education, Engineering, and Evaluation).</p> <p>At least two workshops will be held at a school or a location near a disadvantaged school.</p>	

Task	Task Name	Suggestion	Task Deliverables
3.4	CLARIFICATION: Interactive Pop-Up Workshops	<p>MBI will design, develop, and host a single dedicated project webpage for the ATP in accordance with the Cities' existing website and social media platforms. Webpage content will promote educational ATP materials, surveys, workshops, and walk audits. The draft and final ATP documents will also be provided and accessible.</p> <p>To increase feedback on specific streets, routes, and locations throughout the planning area, Alta will create an interactive web-based mapping tool where participants can "pin" locations and write the issues or concerns for the marked location.</p>	
3.5	VALUE ADD: Social Media Content	<p>With both cities involved in a joint ATP there will be great opportunities to synergize messaging and share the project on the City of Yorba Linda and City of Placentia social media platforms.</p> <p>MBI will develop a social media calendar and produce written/visual content to be posted while coordinating with the necessary City staff members.</p>	
3.5	CLARIFICATION: Monthly E-Newsletter	<p>As the ATP outreach process moves forward, MBI will produce a monthly "e-blast" newsletter that informs audiences about the status of the project and summarizes outreach activities that have taken place.</p> <p>Contact information for the e-newsletter mailing list will come from data in the stakeholder database collected from workshop attendees, pop-up event participants, and the project webpage.</p>	
3.6	CLARIFICATION: Walk Audits	<p>Alta assumes we will conduct walk audits at the 26 public school campuses in the Cities of Placentia and Yorba Linda. The exact number of walk audits will jointly be determined by Alta and staff from both cities.</p> <p>For people who are unable to participate in the walk audits, the web-based mapping tool in Task 3.2 will provide an opportunity for them to give input.</p>	

Task 4: Technical Advisory Committee

Task	Task Name	Suggestion	Task Deliverables
4.1	CLARIFICATION: Technical Advisory Committee Meetings	<p>MBI will compile a list of invitees to participate in the ATP Technical Advisory Committee (TAC). Invitees will likely include but not be limited to Caltrans District 12 staff, City of Yorba Linda staff, City of Placentia staff, PYLUSD staff, the Orange County Transportation Agency (OCTA) active transportation and SRTS staff, Orange County Health Care Agency, Orange County Sheriff's Department, Placentia Police Department, St. Jude Wellness, PTA representatives, and community-based organizations.</p> <p>TAC meeting agendas and meeting notes will be prepared for at least eight (8) expected TAC meetings throughout the project, with the meetings occurring most likely on a bi-monthly basis.</p>	<ol style="list-style-type: none"> Confirmed list of TAC members Agendas and meeting minutes (including action items) for eight (8) virtual/remote meetings Lists of meeting attendees for eight (8) meetings Value Add: Stakeholder database for TAC
4.1	CLARIFICATION: Technical Advisory Committee Meetings	<p>Our budget assumes these TAC meetings will occur virtually using a web platform such as Microsoft Teams or Zoom, and they will each not exceed one hour in length.</p>	

Active Trip Potential



Active Trip Potential (ATP)

Identifies trips whose distances are short enough to be accommodated by walking or biking.

Our evaluation of ATP includes looking at the number of trips less than three miles.

Different modes are suitable for different trips based on the transportation options that support them.

- Walk Trip Potential (0-1mi)**
- Bike Trip Potential (1-3mi)**
- E-Bike Trip Potential (3-6mi)**
- Drive and Transit Trip Potential (>6mi)**

Active trip potential analyses build an understanding of where investments are needed to enable a wider range of transportation choices.

Task 5: Draft and Final Plan

Task	Task Name	Suggestion	Task Deliverables
5.1	CLARIFICATION: Develop Plan Recommendations	Alta will develop pedestrian and bicycle network recommendations as part of Task 5.	<ol style="list-style-type: none"> 1. Recommended priority projects and preliminary cost estimates 2. Internal Draft ATP for City of Yorba Linda and Placentia review. The ATP document will include SRTS and Trail Master Plan Update (Yorba Linda only) as separate chapters. 3. Draft ATP for Stakeholder and General Public review. 4. Yorba Linda and Placentia Traffic Commission presentations 5. Yorba Linda Parks and Recreation Commission presentation 6. Compilation of Public Comments and Responses 7. Final ATP Plan with credit to Caltrans on cover Page (submitted to Caltrans in an ADA accessible electronic copy) 8. Value Add: 15% Concept Designs for top 6 projects 9. Value Add: Non-Infrastructure Program Recommendations
5.1	CLARIFICATION: Collision Countermeasures	Alta will identify Collision Countermeasures at up to 20 locations, including the 12 locations that experienced fatal or serious injury crashes in the most recent 5 years.	
5.1	CLARIFICATION: Cost Estimates	Alta will develop planning-level cost estimates for all recommended infrastructure improvements.	
5.1	VALUE ADD: Concept Designs (example below)	Alta will develop 15% concept designs for the top 6 projects (up to 1000 feet in length), with 15% opinion of probable cost. We assume 3 concepts will be created for both Placentia and Yorba Linda, but the actual split can be determined by the client.	
5.1	VALUE ADD: Non-Infrastructure Program Recommendations	Alta will recommend a set of tailored non-infrastructure programs for each city, including programs within the Education, Encouragement, and Equity categories.	
5.2	CLARIFICATION: Internal Draft	Alta will develop separate chapters for each of the two partner cities, while also highlighting potential active transportation connections between the two cities and surrounding jurisdictions. We will also develop separate chapters for the Safe Routes to School recommendations in both cities and Yorba Linda's Trail Master Plan Update.	
5.2	CLARIFICATION: Internal Draft	Alta assumes the Active Transportation Plan will be approximately a 150-page document.	
5.5	CLARIFICATION: Commission Presentations	Our budget assumes these three (3) presentations will occur in person.	

Task 6: City Council Review/Approval

Task	Task Name	Suggestion	Task Deliverables
6..1	CLARIFICATION: Yorba Linda and Placentia City Council Presentations	Our budget assumes that these two City Council presentations will occur in person. Alta will add the City Council approval certifications to the Active Transportation Plan to make it compliant with State ATP guidelines.	<ol style="list-style-type: none"> 1. Yorba Linda City Council Meeting Presentation 2. Placentia City Council Meeting Presentation 3. Final ATP Report presentation materials 4. City of Yorba Linda meeting minutes with Council acceptance/ approval 5. City of Placentia meeting minutes with Council acceptance/ approval



An example of Concept Designs from our Oceanside Safe Routes to School Plan.

EXHIBIT B

SCHEDULE OF COMPENSATION

Payment shall be on a “Fixed Fee” basis in accordance with the Consultants Schedule of Compensation attached herewith for the work tasks performed in conformance with Section 2.2 of the Agreement. Total compensation for all work under this contract shall not exceed Three Hundred Eighty-Eight Thousand Five Hundred Twenty-Three and 41/100 Dollars (\$388,523.41) except as specified in Section 1.2 - Changes and Additions to Scope of Services of the Agreement.

EXHIBIT C

SCHEDULE OF PERFORMANCE

Consultants Project Schedule is attached and made a part of this agreement. Consultant shall complete services presented within the scope of work contained within Exhibit "A" in accordance with the attached project schedule.

SCHEDULE - ALTA TEAM

Yorba Linda-Placentia Multi-Agency Active Transportation Plan

	2023							2024									
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Notice to Proceed	■																
1 Project Coordination + Existing Conditions																	
1.1 - Project Kickoff Meeting	■																
1.2 - Ongoing Project Management	■																
1.3 - Monthly Invoices + Progress Reports	■																
1.4 - Existing Conditions	■																
2 Analysis																	
2.1 - Develop Segment Scoring Criteria/Methodology + Memo				■	■												
2.2 - Conduct Collision Analysis + Memo		■	■	■													
2.3 - Parcel & ROW Analysis for Paths + Memo									■	■							
3 Public Outreach + Engagement																	
3.1 - Outreach + Engagement Plan		■	■														
3.2 - Webpage, Web-Based Mapping Tool, Virtual Mtg Room		■	■														
3.3 - School Travel Tallies + Parent Surveys				■	■	■	■	■	■								
3.4 - Pop-Ups/Workshops				■	■	■	■	■	■								
3.5 - Social Media + Monthly E-Newsletter		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
3.6 - Walk Audits				■	■	■	■	■	■								
4 Technical Advisory Committee																	
4.1 - Convene TAC		■	■														
4.2 - TAC Meetings			■	■	■	■	■	■	■								
5 Draft + Final Plan																	
5.1 - Develop Plan Recommendations					■	■	■	■	■	■							
5.2 - Internal Draft									■	■	■						
5.3 - Public Draft										■	■	■	■				
5.4 - Compile Public Comments											■	■	■	■			
5.5 - Commission Presentations												■	■	■			
5.6 - Final Active Transportation Plan														■	■	■	■
6 Board Review / Approval																	
6.1 - Yorba Linda and Placentia City Council Presentations																	■

*Time intervals shall be adhered to as presented in the schedule. Initial project start date will be subject to Council approval date.

EXHIBIT D

SPECIAL PROVISIONS

The provisions of the Restricted Grant Agreement Number 74A1386 (RGA), between CALTRANS and the CITY OF YORBA LINDA, and the related definitions (unless otherwise specified herein) are incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein. Consultant and any subconsultants or subcontractors, shall comply with all stipulated provisions of the RGA (EXHIBIT E).