

**CONSULTANT AGREEMENT
CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 20th day of May, 2025 by and between HDR Engineering, Inc., (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On February 25, 2025, the City issued Request for Proposals (“RFP”) No. 25-029, by which it sought a Consultant to perform traffic engineering and transportation planning services for the First Street Multimodal Boulevard Study.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP 25-029.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in in the scope of work that was included in RFP 25-029, which is attached as **Exhibit A** and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit B**, attached hereto. The total amount to be expended during the term of this Agreement shall not exceed Three Million, Eight Hundred Seventy Thousand Dollars (\$3,870,000), including any extension periods.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Consultant agrees to execute the City’s standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant’s account(s) with financial institutions.

Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for a two (2) year term with the option for the City to grant up to two, one (1)-year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require any subcontractors to obtain and maintain insurance as described below for the entire Term of this Agreement against claims for injuries to persons or damage to property which may arise from or in connection with services, products and materials supplied to City. Total cost of such insurance shall be borne by Consultant.

MINIMUM SCOPE AND LIMIT OF INSURANCE

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate. Required policy limits can be met with primary and umbrella/excess insurance policies.
2. **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), with limits no less than \$1,000,000 combined single limits. In the event Consultant does not maintain commercial automobile liability insurance, City will accept evidence of personal automobile insurance.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident, policy or employee, for bodily injury or disease. Coverage is not required if Consultant has no employees and signs request to waive such insurance.
4. **Professional Liability Insurance:** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimum requirements for each line of coverage shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

The above required insurance policies are to contain or be endorsed to contain the following provisions:

1. City, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds, under Consultant’s CGL, Professional Liability, and Automobile Liability policies, with respect to any liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts, equipment, and personnel furnished in connection with such work or operations.
2. Consultant’s Insurance company(ies) agrees to waive all rights of subrogation against City, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from work performed by Consultant under this Agreement.
3. For any claims related to this contract, Consultant’s insurance coverage shall be primary and any insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
4. A severability of interest provision must apply for all the additional insureds, ensuring that Consultant’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.
5. Insurance policies required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior

written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.

6. Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Public Works Agency, 20 Civic Center Plaza, M-43, Santa Ana, CA 92701. The name and location of project must be included in the Description of Operations section of each certificate.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to City.

Verification of Coverage

Consultant shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them.

City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable

decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this

Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance

specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Public Works Agency
City of Santa Ana

20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702

To Consultant:

Thomas T. Kim
Senior Vice President
HDR Engineering, Inc.
3220 El Camino Real, Suite 200
Irvine, CA, 92602
Fax: 949-403-8234

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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

ATTEST:

CITY OF SANTA ANA


Jennifer L. Hall
City Clerk

Alvaro Nuñez
City Manager


APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:


By: 

Kyle Nellesen
Assistant City Attorney



Thomas T. Kim
Senior Vice President

RECOMMENDED FOR APPROVAL:

Nabil Saba  Digitally signed by
Nabil Saba
Date: 2025.05.05
17:00:54 -07'00'

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A



CITY OF SANTA ANA

EXHIBIT I

SCOPE OF SERVICES

SCOPE OF WORK

FIRST STREET MULTIMODAL BOULEVARD STUDY PROJECT

INTRODUCTION

The City of Santa Ana is one of the largest and most densely populated cities in Orange County. Santa Ana has a population of over 310,000 and serves as the county seat. With many large industries and firms, Santa Ana is also a family-friendly city, with rich culture on display in the city's museums and many tourist attractions. The City of Santa Ana is centrally located in the heart of Orange County and is bounded by Interstate-5 to the north, Interstate-405 to the south and State Route-55 to the east. The City has over 100 miles of roadway including 15 major arterials that move over 500,000 vehicles per day.

The City of Santa Ana is planning and delivering infrastructure improvements to its roadway network to prioritize active transportation and transit use. As per the approved General Plan Mobility Element, First Street between Bristol Street and Tustin Avenue is envisioned to go from a 6-lane roadway to a 4-lane roadway to make space for bicycle infrastructure and enhanced pedestrian sidewalks within the City's right-of-way. These potential improvements will benefit the Santa Ana residents who utilize the Orange County Transportation Authority's (OCTA's) OC Bus Route 64, one of the highest ridership bus routes in Orange County with nearly 50 stops in Santa Ana alone.

OCTA, in cooperation with the City of Santa Ana, submitted an application to Southern California Association of Governments (SCAG) for Regional Early Action Planning (REAP 2.0) grant funding which seeks to accelerate progress towards state housing goals and climate commitments through strengthened partnerships between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing developments, reduce Vehicle Miles Traveled, increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

SCAG awarded OCTA REAP 2.0 grant funds for planning, outreach, transit, active transportation, and transit signal priority projects, which included funding for the proposed project, the First Street Boulevard Multimodal Study. The First Street Multimodal Boulevard Study will look at options to enhance transportation along First Street by assessing the feasibility of various infrastructure improvements through robust community outreach efforts, field data analyses, modeling, design, and environmental clearance. The study will evaluate pedestrian, bicycle, and transit improvements that promote the safety and transportation goals included in the City's General Plan Mobility Element update.

The Santa Ana Transit Cooperative Study, developed by OCTA in partnership with the City of Santa Ana, evaluated the likely impacts that the proposed roadway modifications on First Street could have on bus service and identified transit-related improvements to reduce, eliminate, or even reverse those impacts. This project will determine the feasibility of those improvements identified in that study, as well as other potential bicycle and pedestrian improvements.



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PROJECT DESCRIPTION AND BACKGROUND

The First Street Multimodal Boulevard project aims to transform and improve the First Street corridor for all modes of transportation, including bus, bicycles, and pedestrians with enhanced access to businesses, residential neighborhoods, educational facilities, and other key destinations. The project area includes 16 signalized intersections, owned and operated by City of Santa Ana, along the nearly 3- mile section of First Street from Bristol Street to Tustin Avenue. The intersections are listed in Table 1 below:

Table 1: Project Intersection

No.	Intersection	No.	Intersection
1	First Street and Bristol Street	9	First Street and Standard Avenue
2	First Street and Flower Street	10	First Street and Grand Avenue
3	First Street and Ross Street	11	First Street and Lyon Street
4	First Street and Broadway Street	12	First Street and Elk Ln I-5 NB
5	First Street and Sycamore Street	13	First Street and I-5 SB on ramp
6	First Street and Main Street	14	First Street and Cabrillo Park Drive
7	First Street and Bush Street	15	First Street and Golden Circle
8	First Street and Downtown Plaza	16	First Street and Tustin Avenue

First Street is currently a 6-lane roadway divided by a raised median with left turn pockets. Per the Mobility Element of City's General Plan (updated April 2022), First Street between Bristol Street and Tustin Avenue will be reclassified from a major (6-lane, divided) arterial to a primary (4-lane, divided) arterial. The buildout cross-section exists today for most of the corridor, with the exception of a constrained rail undercrossing between Standard Avenue and Grand Avenue. The General Plan update envisions the repurposing of the outer curbside lanes to serve active transportation and transit uses, reducing vehicle capacity between Bristol Street and Tustin Avenue (approximately three miles).

OCTA's Route 64 bus line runs from Huntington Beach to Tustin primarily along Bolsa Avenue and First Street. Route 64Xpress (Route 64x), a limited stop service along the same route, was suspended during the pandemic. Routes 64 and 64x generally operate at 30-minute intervals. At Route 64Xpress stops, the combined frequency is every 15-minutes. The route consists of approximately 90 stops covering both directions with over half of them in Santa Ana.



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As shown in Figure 1, the study area consists of a nearly 3-mile long stretch of First Street between Bristol Street and Tustin Avenue.

Figure 1: Project Area and Intersections



SCOPE OF WORK

The proposed *First Street Multimodal Boulevard Study* will complete a feasibility study, finalize the environmental phase, and develop plans, specifications, and estimates (PS&E) to prepare OCTA, the City of Santa Ana, and Tustin for construction. The project will evaluate and simulate potential improvements to address the multimodal goals for the corridor. OC Bus route 64, which serves this segment of First Street, is heavily utilized by transit riders. The Santa Ana Transit Cooperative Study (Attachment A) has outlined recommended transit improvements, and this project will assess their feasibility, along with other potential enhancements, including active transportation improvements. The Study serves as a valuable foundation for this effort.

Upon completion of the simulation and evaluation of potential multimodal solutions, this project will produce a detailed PS&E package, which can be used to secure construction funding. This initiative aims to improve transit services for populations dependent on buses and similar modes of transportation. According to CalEnviroScreen 4.0, residents in the First Street area face some of the highest poverty levels in the city. Improved transit access will enhance mobility to key amenities such as education, job centers, and markets. Additionally, the project will improve efficiency for transit-dependent workers, including those with non-traditional work schedules or peak commuting hours. The proposed improvements will also benefit disadvantaged populations by reducing greenhouse gas emissions.

This Scope of Work describes work elements necessary for the various tasks related to the First Street Multimodal Boulevard project. This project will be led by the City of Santa Ana through a cooperative agreement with OCTA. The major project components of this scope of work include the following elements to be completed:

Assessment of Existing Conditions

- Comprehensive multimodal data collection, and field reviews
- Conflict/safety analysis
- Develop key performance indicators to baseline existing conditions
- Identification of existing bottlenecks, delays, and limitations for multimodal operations via



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microsimulation

Outreach and Engagement

- Conduct targeted stakeholder meetings
- Conduct multilingual social media campaign, website, and surveys
- Host community workshops and attend community events

Conceptual Planning

- Identify constraints, opportunities, benefits, and risks; Develop corridor alternatives
- Prepare concept-level, programmatic cost estimates, including PS&E
- Provide an evaluation framework based on various performance indicators, conduct an Alternatives Analysis, and recommend a locally preferred alternative
- Assess risks, assign probabilities, and develop contingency plans
- Identify funding sources and potential grant opportunities
- Develop an Implementation Strategy
- Identify and prepare appropriate CEQA documentation for environmental clearance for the locally preferred alternative

Plan Production and Approval

- Draft Plan (PS&E package for 30%, 60%, and 90%)
- Draft Final Plan
- Final Plan, including a memorandum summarizing the funding needs for construction
- Resolution

I. Task 1: Project Management

This task focuses on the management of the project to ensure that the project meets funding expenditure, milestone, and reporting deadlines.

Subtask 1.1: Administration and Project Management

This sub-task includes the requirements for schedules, cost control, progress reports, invoicing, and administration of all consultant work.

Project Management Plan: The consultant shall provide a comprehensive plan for project management to communicate the scope of work, constraints, and technical requirements to all project participants. The plan shall include coordination strategies with project stakeholders to ensure timely completion of project. The plan shall also include an organization chart with description of participant responsibilities, a baseline schedule prepared using the Critical Path Method, and work breakdown structure that identifies the duration and completion of key project activities milestones. The budgeted hours and resource allocation for each task and subtask shall also be defined. The consultant shall submit a copy of the Project Management Plan (PMP) for this Project within thirty (30) calendar days of contract execution.

Elements of the PMP shall include:



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- Project description and map indicating project area
- Project schedule for project tasks and technical studies including project milestones and delivery and review of intermediate project deliverables
- Project organization with names of key staff/sub-consultants and their responsibilities
- Key staff directory
- Project controls including schedule and budget
- Document management procedures including electronic document filing index
- Applicable standards
- Applicable computer software
- Communications procedures
- Quality management procedures
- Risk Management procedures including a risk register

The draft PMP shall be provided to the City of Santa Ana Project Manager for review and input. At the discretion of the City of Santa Ana Project Manager, it may be distributed to project participants at the start of the project. If distributed to project participants, a kick-off meeting shall be held to review the plan requirements within thirty (30) calendar days of contract execution.

Monthly Progress Status Reports and Schedule Updates: The consultant shall prepare and submit an initial Project Master Schedule following contract execution. Upon approval by City of Santa Ana, the schedule will become the Project Baseline Schedule. The following elements must be included by consultant in the Baseline Schedule:

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS), reflecting the requirements of this scope of work developed by consultant and approved by City of Santa Ana.
- Work items of third parties that may affect or be affected by consultant's activities and develop proposed solution.
- The Project Master Schedule shall include all data necessary to represent the total project and the critical path shall be clearly identified.
- The order, sequence and interdependence of significant work items shall be reflected in the Project Master Schedule.

The consultant shall prepare and submit monthly progress reports to the City of Santa Ana's Project Manager, including updates on key milestones, Project schedule, identification of issues, and percent complete detail for each task worked on during the reporting period. The Project progress and schedule updates shall be reported as Earned Value (percent complete) against the Baseline Schedule. The report will also describe anticipated activities to be undertaken in the next reporting period, and any new or changed, challenges or risks that may affect schedule, scope, and budget.

Subtask 1.2: Kick-Off and Project Development Team Meetings

A Project Kick-Off Meeting shall be scheduled with City of Santa Ana immediately following the contract execution. The meeting will include administrative items, such as progress reports and invoicing requirements, and Project critical path. The consultant shall prepare the agenda and notes following the meeting.

The project team members will include City of Santa Ana's Project Manager, OCTA staff and key project stakeholders that will help guide the direction of the study. The consultant shall schedule, coordinate, and attend monthly project development team meetings throughout the duration of the project. The consultant shall prepare meeting materials on project related issues discussed, including agendas, power point



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presentations, handouts, progress plans, meeting notes and notations for specific or directed follow-up action items.

Subtask 1.3: Agency Project Oversight

In addition to regular monthly project development team meetings, the consultant shall schedule and attend as needed project-specific coordination meetings (estimate minimum of 10 meetings). Coordination meetings/technical workshops with stakeholders shall be held to discuss issues pertinent to the analysis, configuration, and effects of the project. During these meetings, City of Santa Ana, OCTA, and other key stakeholders may provide direction for the project. The consultant shall prepare meeting materials on technical issues for discussion, including agendas, power point presentations, handouts, progress plans, meeting minutes and notations for specific or directed follow-up action items. The printed format of meeting materials shall be appropriate to the purpose of the meeting and could include scaled black and white and/or color roll plots, 11" x 17" and/or 8.5" x 11" handouts and/or presentation boards.

Subtask 1.4: REAP Reporting

This sub-task includes the development of plan and reporting documents required to adhere to the grant funding guidelines (REAP 2.0) for the project.

REAP Goals and Outcomes: The consultant shall work with City of Santa Ana and OCTA staff to develop a methodology to report on how the project works towards REAP 2.0 goals. This methodology shall be presented to OCTA for approval. Once approved, the consultant shall assist City of Santa Ana in monitoring the project through each task to ensure it continues to meet the goals and assist City of Santa Ana staff in addressing any reporting questions and concerns.

Task 1 – Deliverables (One hard copy and an electronic version of each):

- Monthly invoices and Progress Reports
- Project Management Plan
- Kick-Off Meeting agenda and notes
- PDT meeting materials, agendas, and notes
- Coordination meeting/technical workshop materials, agendas, and notes
- REAP grant reporting methodology and plans

II. Task 2: Existing Analysis and Assessment

This task includes the data collection effort necessary to develop a thorough understanding of all the Project corridor needs and challenges.

Subtask 2.1: Existing Conditions

This sub-task includes gathering existing condition information that includes current mode share, description of land use and destinations, existing bicycle and pedestrian counts, existing wayfinding, existing lane configurations/signal timing, collisions (including near misses), traffic volumes by vehicle type, posted speed limits, street lighting and existing non-infrastructure programs. The consultant shall work with the City of Santa Ana to identify and obtain any existing sources of data for purposes of identifying gaps in data. Existing conditions should also include a field survey to observe any conditions not reflected in traditional data.



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Subtask 2.2: Existing Multimodal Facilities Map

This sub-task will develop a map of existing pedestrian facilities and existing bicycle facilities within and adjacent to the corridor, including (but not limited to) proximity and access to transit, schools, downtown, community facilities, and shopping centers.

Subtask 2.3: Existing Corridor Model

This sub-task will create a microsimulation model, to evaluate performance metric outputs under two scenarios: the existing lane configuration (6 lanes) and the proposed lane configuration (4 lanes). The model should be calibrated based on data collected as part of Task 2.1, including adjustment factors for driver behavior. Outputs should include, but not be limited to, travel times, speeds, queue lengths, lane occupancy, and delays.

Consultant shall conduct a video-based conflict analysis to determine the type of and quantity of near misses involving all roadway users along key intersections on the corridor during typical conditions. The purpose of the conflict analysis is to augment traditional safety analysis with detailed information on interactions between various road users at a particular location, including measurements of near-misses, red light running, speeding, and other high-risk behaviors.

Subtask 2.4: Equity

This sub-task will identify census tracts that are considered to be disadvantaged or low-income and identify the corresponding transit, bicycle and pedestrian needs. The free and reduced-price meal program eligibility or healthy places index may be used to supplement census tract information. Health statistics along the corridor, such as chronic disease, mental health, life expectancy, infant mortality, environmental risk, will be identified as well.

Task 2 – Deliverables (One hard copy and an electronic version of each):

- Existing Conditions Technical Memorandum
- Existing Bicycle and Pedestrian Facilities Map
- Existing Microsimulation Model and Video-Based Conflict Technical Memorandum
- Equity Analysis Technical Memorandum

III. Task 3: Outreach and Engagement

Subtask 3.1: Targeted Stakeholder Meetings

Consultant shall coordinate with the City of Santa Ana to form a stakeholder group that will provide appropriate feedback from the community along and around the corridor. It is anticipated that the stakeholder group will include but not be limited to local neighborhood associations, business associations, schools, local non-profits including Latino Health Access and Santa Ana Active Streets, Orange County Health Care Agency, elected officials, emergency services, etc. Stakeholder meetings should be scheduled quarterly for the duration of the project. Consultant is responsible for setting meeting agenda and minutes.

In addition to the quarterly stakeholder meetings, the consultant shall host a minimum of one meeting with each of the six (6) wards within the City of Santa Ana, as well as at least one meeting with each of the abutting neighborhoods (total of 8 communities). Consultant will be responsible for meeting logistics, agendas, and minutes.

The consultant will also be responsible for attending and presenting the alternatives to City Council for their consideration and input in December 2025.



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Subtask 3.2: Website, Social Media, and Surveys

Consultant shall create, maintain, and update a project website and social media page for plan announcements and documents to be posted throughout the duration of the project. The website will include an explanation of the project, key schedule milestones, and provide a means for online feedback. Consultant is responsible creating a digital outreach, advertisement, and engagement campaign that will include project fact sheets, online surveys, social media posts and e-newsletters. The online survey should be conducted before conceptual planning stage. All media should be available in English, Spanish and Vietnamese.

Subtask 3.3: Community Workshops

Consultant will facilitate community workshop meetings, to be held at during key phases of the project. Consultant will coordinate with the City of Santa to identify appropriate locations within the city to host community workshops. The first round of workshops will include community engagement to receive community input related to pedestrian and bicycle traffic safety concerns, transit concerns, and general mobility challenges. The second round of community workshops will seek community input during the development of the alternatives. The third and final round will present the alternatives and obtain critical feedback prior to selecting the locally preferred alternative. All community meetings should include a Spanish translator.

Subtask 3.4: Community Events

As part of the outreach and engagement strategy, the consultant shall coordinate with the City of Santa Ana and other key stakeholders to identify a list of up to ten (10) different community events to attend to gather public input. Events could include “pop-up” events at local family and cultural events, health fairs, farmers markets, and swap meets with built in foot traffic. Local school events, such as open houses and PTA meetings, should be leveraged to conduct listening sessions for parents, caretakers, staff, and students. Other events will include community ride-along on built portions, demonstration activities, or other interactive feedback mechanisms. A public comment database shall be created and maintained throughout the duration of the project.

Task 3 – Deliverables (One hard copy and an electronic version of each):

- Stakeholder Group Meetings, Agendas and Minutes (quarterly)
- Ward and Abutting Neighborhood Meetings, Agendas and Minutes (minimum of 14 total meetings)
- Attendance and Presentation of Alternatives to City Council (December 2025)
- Online Social Media Campaign, including Website, Advertisements, and Surveys
- Community Workshops, Agendas and Minutes
- Attendance and Presentation at Community Events

IV. Task 4: Conceptual Planning

Subtask 4.1: Identify Constraints and Opportunities

Consultant shall develop an opportunities and constraints matrix, beginning with opportunities and constraints that can easily be addressed with simple improvements (“low hanging fruit”). The analysis should consider institutional constraints on reasonability, including OCTA's Master Plan of Arterial



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Highways (MPAH) and the City of Santa Ana's Mobility Element update. Consultant will develop Impact Avoidance and Minimization strategies, review disadvantaged community and geographical sharing of benefits and risks, identify right of way constraints, traffic operational constraints, Caltrans' right of way requirements and constraints, transit operation constraints, and potential for community and elected official support.

Subtask 4.2: Proposed Alternatives Development

Based on community and stakeholder input, the consultant will develop three (3) corridor alternatives with conceptual plans of the proposed pedestrian, bicycle, and transit facilities and treatments. The development of alternatives will also include a technical memorandum with a description of estimated mode shift from identified projects and programs, along with corresponding narrative and considerations for each alternative.

Subtask 4.3: Programmatic Cost Estimates

The consultant shall prepare concept-level order of magnitude cost estimates, including PS&E, right of way acquisition, tenant eviction costs, major utility relocation, construction engineering, and closeout.

Subtask 4.4: Alternatives Evaluation and Feasibility Study

The consultant shall develop a methodology for project evaluation and conduct an alternatives analysis, including any microsimulation alternatives available through the simulation tool. Alternatives may be screened based on pedestrian and bicyclist comfort level, transit impacts, level of service, travel time, cost, community support, traffic safety, right of impacts, etc. A cost estimate all for all alternatives should be provided. Using an established criteria and ranking system, the consultant shall recommend a locally preferred alternative.

Subtask 4.5: Risk Register

The consultant shall develop a risk register that enumerates risks, assigns a probability for each risk, and strategies to mitigate those risks. The risk register should include potential contingency plans to keep project construction on schedule.

Subtask 4.6: Identify Financial Needs

Based on concept-level programmatic costs estimates developed in task 4.3, the consultant will determine the financial needs for future projects and programs by listing anticipated cost and potential funding sources, including grant funding opportunities.

Subtask 4.7: Create an Implementation Strategy

The consultant shall create an Implementation Strategy that documents and details the steps necessary to implement the plan, as well as describing the reporting process that will be used to keep the adopting agency and community informed of the progress being made in implementing the plan. The Implementation Strategy should include, but not be limited to, the determination of a pilot project before full project implementation, the need for additional or future outreach, funding opportunities (from task 4.6), required coordination with other agencies (cost sharing, agreements, Memorandums of Understanding), CEQA needs, maintenance considerations, project update method, and a proposed timeline for implementation.



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Subtask 4.8: Environmental Clearance

The consultant will identify and prepare the appropriate level of CEQA documentation to environmentally clear the locally preferred alternative.

Task 4 – Deliverables *(One hard copy and an electronic version of each):*

- Constraints and Opportunities Matrix and Technical Memorandum
- Alternative Conceptual Layouts and Alternatives Summary Technical Memorandum
- Programmatic Cost Estimates
- Alternatives Evaluation and Feasibility Technical Memorandum
- Master Project Risk Register
- Funding Strategies Technical Memorandum
- Implementation Strategy and Schedule Technical Memorandum
- CEQA Documentation

V. Task 5: Plan Production and Approval

Subtask 5.1: Draft Plan

The consultant shall prepare draft plan (PS&E package for 30%, 60%, and 90% design) for review and comment for the locally approved alternative.

Subtask 5.2: Draft Final Plan

The consultant shall prepare a Draft Final Plan that incorporates the comments received in Subtask 5.1. The Draft Final Plan will be subject to a final round of review and comment by the City of Santa Ana, OCTA, and other identified stakeholders.

Subtask 5.3: Final Plan

The consultant shall prepare final PS&E package (Final Plan), incorporating the comments and revisions from Subtask 5.2. The Final Plan is expected to include a write-up and description of the funding needs for the subsequent construction phase.

Task 5 – Deliverables *(One hard copy and an electronic version of each):*

- Draft PS&E Package (30%, 60%, and 90%)
- Draft Final PS&E Package
- Final PS&E Package and Construction Funding Needs Summary
- Presentation

VI. Task 6: Contingency

Consultant shall allocate a 10% Project Management contingency for miscellaneous project-related issues.

VII. Attachments

- A. Attachment A - Santa Ana Cooperative Transit Study.



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Tentative Project Schedule and Milestones		
Task	Starting Date	Ending Date
Kickoff Meeting & Notice To Proceed	May 2025	May 2025
Existing Analysis and Assessment	May 2025	July 2025
Outreach and Planning	June 2025	November 2025
Conceptual Planning	July 2025	December 2025
Plan Production and Approval	January 2026	May 2026

EXHIBIT B



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EXHIBIT C

PROPOSER'S CERTIFICATION, PROPOSAL PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

Project Tasks	Total Cost
Task 1: Project Management	\$349,600
Task 2: Existing Analysis and Assessment	\$603,604
Task 3: Outreach and Engagement	\$596,785
Task 4: Conceptual Planning	\$536,280
Task 5: Plan Production and Approval	\$1,783,730
Total Project Cost:	\$3,869,999

HDR Engineering, Inc.

714-730-2300 714-730-2301

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBERS

3220 EL CAMINO REAL, ST 200, IRVINE, CA 92602

BUSINESS ADDRESS

THOMAS T. KIM, PE

SR. VICE PRESIDENT

PRINTED NAME OF AUTHORIZED AGENT

TITLE

4/17/2025

tom.kim@hdrinc.com

SIGNATURE OF AUTHORIZED AGENT DATE

E-MAIL ADDRESS

385280

CITY OF SANTA ANA BUSINESS LICENSE NUMBER

(PLEASE PROVIDE IF AVAILABLE, BUT NOT REQUIRED UNTIL AND IF AN AWARD IS MADE TO PROPOSER.)

First Street Santa Ana Fee Proposal

	HDR																CPOG						Cityworks				ESTOLANO						GUIDA										NDS		Translation Services		Total Fee					
	PC / QA/QC Review	Senior Project Manager	Senior Task Manager	Grant Specialist/ Planning Manager	Outreach Lead/ Senior Engineer / Communications Manager	Senior Traffic Engineer / Senior Planner	Civil Engineer / Traffic Modeler	Senior Outreach Specialist / Senior GIS Specialist	Design Engineer / Planner / Outreach Specialist	Traffic ET	Associate Planner/ Design ET	Outreach Support / Graphic Design/ GIS	Project Control	Admin Support	HDR Reimb.	HDR Fee	Outreach Managers	Community Liaisons	Account Coordinators	Graphic Designers	CPOG Reimb.	CPOG Design Fee	Principal	Senior Planner	Planner	Assoc. Planner	Cityworks Design Reimb.	Cityworks Design Fee	Principal	Director	Senior Associate	Associate	Estolano Reimbursables	Estolano Design Fee	Tim Felling, Survey Manager	Rob Stevenson, LDMR Manager	St. Project Surveyor	Project Surveyor	St. Survey Analyst	Survey Analyst	Survey Technician	Project Coordinator	Party Chief	Chairman	Apprentice	GUIDA Fee	Data Collection/Processor	NDS Fee	CBO Staff/ Director	300/Translate Services Fee		
	\$ 300	\$ 229	\$ 380	\$ 300	\$ 200	\$ 200	\$ 225	\$ 195	\$ 170	\$ 150	\$ 125	\$ 125	\$ 150	\$ 125		\$ 200	\$ 200	\$ 180	\$ 160	\$ 125			\$ 230	\$ 125	\$ 100	\$ 80			\$ 310	\$ 250	\$ 195	\$ 170			\$ 333	\$ 254	\$ 280	\$ 223	\$ 189	\$ 165	\$ 120	\$ 154	\$ 253	\$ 197	\$ 154		\$ 100		\$ 100			
TASK 1 - Project Management	139	229	74	18	80	0	0	146	14	0	232	89	120	69	\$0	\$289,260	68	0	0	0	\$0	\$13,600	92	52	12	0	\$0	\$24,180	12	24	24	48	\$0	\$22,560	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	0	\$0	\$349,600	
1.1 Administration and Project Management	28	69	0	0	0	0	0	0	8	0	64	80	120	69	\$0	\$89,260	24	0	0	0	\$0	\$4,800	24	16	0	0	\$0	\$7,520	4	8	8	16	\$0	\$7,280	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	0	\$0	\$109,100	
Project Initiation	8	8											24																																							
Project Organization and Communication	16	28											24																																							
Project Branding / e-Toolkit Development	4												24																																							
Project Control Specialist Billing, Contracting, Management Support	1												24																																							
1.2 Kick Off Meeting and PDT Meetings	15	36	26	0	26	0	0	52	0	0	69	0	9	\$0	\$59,270	32	0	0	0	\$0	\$6,400	28	16	12	0	\$0	\$9,640	1	2	14	28	\$0	\$8,300	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	0	\$0	\$74,610		
Coordination / Organization	1	12											24																																							
Project Kick Off Meeting	2	2	2		2			4					24																																							
Monthly PDT Meetings (12)	12	12	24		24								24																																							
1.3 Agency Project Oversight	16	36	48	0	48	0	0	90	0	0	72	0	0	\$0	\$77,910	12	0	0	0	\$0	\$2,400	24	12	0	0	\$0	\$7,620	7	14	2	4	\$0	\$6,740	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	0	\$0	\$94,070		
Coordination / Organization	4	12											24																																							
Monthly Agency Project Oversight Meetings	12	24	48		48			90					24																																							
1.4 REAP Reporting	0	18	0	18	6	0	0	4	6	0	36	0	0	\$0	\$20,820	0	0	0	0	\$0	\$0	0	0	0	0	\$0	\$0	0	0	0	0	\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	0	\$0	\$20,820	
Establish Goals & Objectives	4	12			6			4	6		36																																									
Monthly Reporting Assistance for Grant Funding													24																																							
QA/QC and Project Oversight	80	80	0	0	0	0	0	0	0	0	0	0	0	\$0	\$60,000	0	0	0	0	\$0	\$0	0	0	0	0	\$0	\$0	0	0	0	0	\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	0	\$0	\$60,000		
QA/QC & Project Administrative Review (PARR)	80	80																																																		
TASK 2 - Existing Condition Analysis & Assessment	4	46	74	4	58	122	330	40	56	600	88	120	0	\$0	\$304,510	0	0	0	0	\$0	\$0	36	80	80	80	\$0	\$12,840	20	40	40	80	\$0	\$37,600	40	24	104	16	176	104	120	20	214	214	80	\$228,654	200	\$20,000	0	\$0	\$603,604		
2.1 Data Collection	4	8	28	0	8	48	40	0	32	116	8	40	0	\$0	\$56,620	0	0	0	0	\$0	\$0	36	24	24	24	\$0	\$12,840	0	0	0	0	\$0	\$0	40	24	104	16	176	104	120	20	214	214	80	\$228,654	200	\$20,000	0	\$0	\$328,174		
2.1.1 Base Mapping (LiDAR)	4	8	8		8	30	160	0	8	116	8	40	0																																							
2.1.2 Travel Patterns and Volumes						24	20					8																																								
2.1.3 Evaluation of Safety						4	8					8																																								
2.1.4 Understanding Challenges through Field Investigation						4	4					16																																								
2.2 Existing Multimodal Facilities Map	0	4	12	4	0	0	0	16	24	0	0	40	0	\$0	\$19,600	0	0	0	0	\$0	\$0	0	0	0	0	\$0	\$0	2	4	4	8	\$0	\$3,760	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	0	\$0	\$23,360		
Integrate data into GIS						2	8					40																																								
Overlay Multimodal Facilities on Community Data / Initial Assessment of Need						2	8					24																																								
2.3 Existing Corridor Model	0	28	44	0	0	74	280	0	0	410	0	0	0	\$0	\$172,790	0	0	0	0	\$0	\$0	0	0	0	0	\$0	\$0	0	0	0	0	\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	0	\$0	\$172,790		
Develop Base Model (weekday AM/PM Peak - 6 lane & 4 lane)						8	16					30																																								
Validate Model						8	4					20																																								
Report Key Metrics						8	4					8																																								
Visual Simulations						4	20					16																																								
2.4 Equity	0	6	0	0	50	0	24	0	74	80	24	0	0	\$0	\$45,440	0	0	0	0	\$0	\$0	0	0	0	0	\$0	\$0	18	36	36	72	\$0	\$33,840	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	0	\$0	\$79,280		
Coordination/Organization						4						24																																								
Community Analytics and Reporting						4						24																																								