

## **AGREEMENT TO PROVIDE FOCUS AREA PUBLIC REALM PLAN SERVICES WITH TORTI GALLAS AND PARTNERS**

THIS AGREEMENT is made and entered into on this 20<sup>th</sup> day of February 2024 by and between Neal I. Payton Architectural Corporation, a California corporation dba Torti Gallas and Partners (TGP) (“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 21, 2023, the City issued Request for Proposal No. 23-011, by which it sought proposals from qualified firms to develop five (5) public realm plans for the Focus Areas included in the updated General Plan, technical studies, and environmental documents required under the California Environmental Quality Act (CEQA) for the project.
- 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 No. 23-011.
- 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 contracting 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**

- a. 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 in **Exhibit A**, attached hereto and incorporated by reference.

### **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**. The total amount to be expended during the term of this Agreement, including any optional extension periods defined below, shall not exceed \$799,282.
- 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. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above with a termination date of January 31, 2026 with the option for the City to grant up to one (1) two (2)-year renewal, exercisable by a writing by the City manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor 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**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

## MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **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 for bodily injury or disease.
- **Professional Liability** applicable to the work being performed, with a limit no less than **\$2,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year.

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

### Other Insurance Provisions

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

#### *Additional Insured Status*

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).

#### *Primary Coverage*

For any claims related to this contract, the Consultant’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

#### *Notice of Cancellation*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

### ***Waiver of Subrogation***

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

### ***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. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

### ***Acceptability of Insurers***

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

### ***Claims Made Policies (note – applicable only to professional liability)***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

### ***Verification of Coverage***

Consultant shall furnish the 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 to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

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

### ***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

### ***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, consultants, 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 or its Consultants, subcontractors, agents, employees, or other persons acting on their 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 of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright 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 interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

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

With a copy to:            Executive Director  
Planning and Building Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, CA 92702  
Email: PBAdmin@santa-ana.org

<https://santa-ana.primegov.com/Portal/Meeting?meetingTemplateId=19896>

To Consultant: Torti Gallas + Partners  
Attn: Neal I. Payton, Senior Principal  
601 West Fifth Street, Suite 600  
Los Angeles, CA 90071

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.

### **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, 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 are 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 consultants retained by City.

### **15. 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.

## **16. 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 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **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

\_\_\_\_\_  
Thomas R. Hatch  
Interim City Manager

**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**TORTI GALLAS & PARTNERS**

By: Jose Montoya  
Jose Montoya  
Assistant City Attorney

Neal I. Payton  
Neal I. Payton  
Senior Principal

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
Minh Thai,  
Executive Director  
Planning and Building Agency



### III. SCOPE OF SERVICES

The City of Santa Ana is requesting proposals from consulting firms, or teams of consultants, for the preparation of five (5) public realm plans, technical studies, and associated environmental documents required under the California Environmental Quality Act (CEQA).

Tasks and deliverables outlined in this RFP comprise one part of the City's effort to update its development code and to establish public realm design and development standards for the five Focus Areas identified in the General Plan. In addition to the tasks and deliverables outlined in this RFP, the City will release two separate RFPs to solicit services to comprehensively update its zoning code and for the development of a web-based, three-dimensional visualization tool, respectively.

Services solicited through this RFP must incorporate feedback received through the community engagement plan that will be completed through the comprehensive zoning code update. It is anticipated that the project will take approximately 12-18 months following the signing of the contract. The selected firm will be expected to complete the contracted scope of work within the specified time frame. The Santa Ana City Council has allocated monies through the General Fund to fully fund this project.

**Task 1 - Project Outline, Management, and Coordination:** Prepare a working outline of the project, listing the pertinent sections (schedule, outreach measures, and implementation/glossary) and the scope of their coverage/update. The outline must be reviewed and approved by City staff.

**Deliverables:**

- 1.a: Project outline.
- 1.b: Monthly project management meetings between consultant and City staff.
- 1.c: Agenda and meeting summary of monthly meetings.
- 1.d: Briefing paper summarizing public realm strategies.

**Task 2 - Project Commencement:** The consultant(s) and City staff will review, refine, and finalize the work scope and project schedule. This meeting will allow a discussion regarding the goals of the project, opportunities and constraints, relevant background information and documents available for review, and development of the outreach program.

**Deliverables:**

- 2.a: Kick-off meeting to refine scope of services, outreach program, budget, and project schedule.
- 2.b: Agenda and meeting summary for kick-off meeting.

**Task 3 - Literature Review:** The consultant will review existing public realm plans in the City to determine if the standards, designs, and implementation mechanisms can be carried over to new plans. The consultant shall also present current best practices for public real plans from other comparable jurisdictions to the City for consideration.

**Deliverable:**

- 3.a: An audit of all the existing public realm plans with a set of recommendations for how each respective plan can inform the five new public realm plans and current industry best practices. The document shall be formatted and presented to staff as a table with accompanying illustrations as necessary.

**Task 4 - Workshops with the Planning Commission, City Council, and other relevant commission(s) and committee(s) as determined by City staff:** The consultant will be responsible for facilitating workshops with the Planning Commission, City Council, and any



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other relevant commission(s) and committee(s) as determined appropriate by City staff. The purpose of the workshops is to provide an update of the project, present challenges, requirements, etc., and to obtain feedback, collaboration, and support.

### **Deliverables:**

- 4.a: Attendance and materials for one (1) commission(s)/committee(s), as determined appropriate by staff, subcommittee workshop.
- 4.b: Attendance and materials for one (1) Planning Commission subcommittee workshop.
- 4.c: Attendance and materials for one (1) City Council subcommittee workshop.
- 4.d: Attendance and materials for two (2) workshops with commission(s)/committee(s), as determined appropriate by staff.
- 4.e: Attendance and materials for two (2) Planning Commission workshops.
- 4.f: Attendance and materials for two (2) City Council workshops.

**Task 5 - Draft Corridor Plans:** With input and direction from the public, City Council, ETAC, and City staff, the consultant will prepare five (5) public realm plans, one for each of the Focus Areas included in the General Plan. Each public realm plan is to include objective design and development standards, implementation mechanism, and any technical studies needed to establish a funding and maintenance program.

The draft plans will be discussed with ETAC, Planning and Building Agency, and other City staff. They shall also be presented and prepared for the general public for review and comment. The public realm plans will be reviewed and prepared to reflect the work program, public input received, and direction from public officials. Taking into account the comments received concerning the draft corridor plans, the consultant will prepare revised drafts. The same review mechanisms applicable to the first draft will be utilized for the revised drafts.

### **Deliverables:**

- 5.a: Draft public realm plans for each of the five (5) focus areas in Microsoft Word and PDF.
- 5.b: Two copies of revised draft public realm plans for each of the five (5) focus areas in Microsoft Word and PDF: One in a strikeout/new text version (with graphics), and one final clean-copy version (with graphics), that can be loaded onto the City's website.
- 5.c: Twenty (20) printed copies of all documents.
- 5.d: GIS shapefiles for all mapping to be included as applicable.

**Task 6 - CEQA Compliance:** Preparation of any environmental document deemed necessary pursuant CEQA, and preparation of Responses to Comments received during any public comment period. Contract augmentation for "excessive" numbers of responses is not typically considered by the City. Therefore, the proposal should be conservative in this regard. The consultant shall also prepare any other written responses to letters or verbal comments received during the preparation and processing of environmental document (as deemed necessary by City).

**Task 7 - Public Hearing:** Staff is requesting that at least two (2) public hearings with the ETAC and at least two (2) public hearings before the City Council be programmed to adopt the final public realm plans.

### **Deliverables:**

- 7.a: Attendance and material for two (2) ETAC public hearings.
- 7.b: Attendance and material for two (2) City Council public hearings.

**Task 8 - Final Public Realm Plans:** Consultant will be responsible for preparing the final public realm plans, including any changes requested during the public hearings.

### **Deliverables:**



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- 8.a: Electronic copy of five (5) final public realm plans in Microsoft Word and PDF file formats (USB flash drive including print quality PDF, web ready PDF, editable file). The documents converted to PDF shall be indexed and searchable by chapter.
- 8.b: Provide electronic copies of all documents produced, formatted in Microsoft Word and PDF (USB flash drive including print quality PDF, web ready PDF, editable file). The documents converted to PDF shall be indexed and searchable by chapter.
- 8.c: GIS shapefiles for all mapping to be included as applicable.
- 8.d: Manual for making required updates to the document, including formats and settings, allowing staff to make changes to the file as future amendments are adopted.

**Task 9 - Post-Adoption CEQA, Training, and Contingency for Changes:** Consultant will be responsible for assisting the City with any post-adoption text or formatting changes for a period of six (6) months following adoption of the documents. These include any format changes, "cleanups," and/or minor text amendments (to be agreed upon mutually by the consultant and the City) following adoption of the document by the City Council and final formatting and printing of the document. Consultant will also be responsible for training City staff in new standards, application and project review processes, and interpretations, as needed.

**Deliverables:**

- 9.a: Filing of any CEQA filings such as notice(s) of exception, exemption, determination, etc. within the state-mandated filing period following adoption of the corridor plans by the City Council.
- 9.b: As needed, updates to the deliverables of Task 8 (above).
- 9.c: Staff training and resources for understanding the new corridor plans, reviewing projects and understanding implementation, and clarifications/interpretations as needed.

#### IV. **TERM OF AGREEMENT**

The term of the agreement is 24 months (2 years). The City may, at its discretion, extend the agreement with the same or more limited scope of required services for up to two (2) additional 12-month terms, contingent upon direction of the City Manager.

#### V. **RFP SCHEDULE OF EVENTS**

The schedule below is tentative and subject to change at discretion of City, with appropriate notice to prospective Proposers. Please note that the schedule of events includes an interview date. Proposers should anticipate interviewing and make themselves available.

Issue Date: February 21, 2023

Deadline for Questions about RFP: March 24, 2023

**Proposal Due Date: April 13, 2023**

Interview Date: Week of May 1, 2023

Projected Award Date: June 6, 2023

#### VI. **RESPONSE TO RFP**

##### A. SUBMITTAL INSTRUCTIONS (THIS IS FOR ELECTRONIC SUBMITTAL ONLY)

It is the responsibility of the Proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the proposal due date and time. Proposals, including all required sections and forms, shall be submitted electronically via the City's Bid Management System, PlanetBids. No other form of submittal will be accepted. It is the

# COST PROPOSAL

# EXHIBIT B

Cost Summary: Santa Ana Public Realm Plans - Revised 11-9-2023

Task	Summary of Costs					
	Tortl Gallas + Partners	Sapphos	Gibson Transportation	KPFF	Hoffman Strategies	TOTALS
<b>Task 1. PROJECT OUTLINE MANAGEMENT AND COORDINATION</b>	\$41,000	\$0	\$0	\$0	\$0	\$41,000
Task 1.1 Project Outline and Graphic Template	\$2,500					\$2,500
Task 1.2 Monthly Meetings (24) and Project Management	\$21,000					\$21,000
Task 1.3 Illustrated Briefing Paper (3 iterations)	\$17,500					\$17,500
<b>Task 2. PROJECT COMMENCEMENT</b>	\$6,500	\$0	\$2,000	\$2,000	\$0	\$10,500
Task 2 Kickoff Meeting	\$6,500		\$2,000	\$2,000		\$10,500
<b>Task 3. LITERATURE REVIEW, SITE ANALYSIS AND REAL ESTATE MARKET ASSESS.</b>	\$58,000	\$0	\$66,790	\$24,000	\$45,000	\$193,790
Task 3.1 Literature Review	\$15,000		\$1,560			\$16,560
Task 3.2 Site Analysis (1) Includes intersection and street segment counts	\$40,000		\$65,230	\$24,000		\$129,230
Task 3.3 Real Estate Market Assessment	\$3,000				\$45,000	\$48,000
<b>Task 4. OPPORTUNITIES AND CONSTRAINTS, ONE - ONE MEETINGS, WORKSHOPS</b>	\$67,000	\$0	\$10,262	\$0	\$0	\$77,262
Task 4.1 One on One meetings (20)	\$9,000					\$9,000
Task 4.2 Opportunities and Constraints	\$13,000		\$3,575			\$16,575
Task 4.3 Workshops (9) Includes preparation time	\$45,000		\$6,687			\$51,687
<b>Task 5. PRELIM &amp; DRAFT CORRIDOR PLANS, OBJ DESIGN STDs, IMPLEMENTATION</b>	\$210,000	\$0	\$21,050	\$59,000	\$11,000	\$301,050
Task 5.1 Preliminary Corridor Plans	\$50,000		\$15,050	\$5,000		\$70,050
Task 5.2 Preferred Alternative Corridor Plans	\$40,000		\$4,000	\$25,000		\$69,000
Task 5.3 Initial Draft Corridor Plans	\$30,000		\$2,000	\$20,000		\$52,000
Task 5.4 Refined Draft Corridor Plans	\$20,000			\$4,000		\$24,000
Task 5.5 Public Realm Design Standards	\$50,000					\$50,000
Task 5.6 Implementation Mechanisms	\$20,000			\$5,000	\$11,000	\$36,000
<b>Task 6. CEQA COMPLIANCE</b>	\$9,220	\$56,045	\$20,780	\$0	\$0	\$86,045
Task 6.1 Initiation / Management and Project Description	\$2,180	\$18,175				\$20,355
Task 6.2 AEIR for Five Focus Area Public Realm Plans	\$7,040	\$37,870	\$20,780			\$65,690
<b>Task 7. PUBLIC HEARINGS</b>	\$12,000	\$8,475	\$5,640	\$0	\$0	\$26,115
Task 7 Up to Four (4) Public Hearings	\$12,000	\$8,475	\$5,640			\$26,115
<b>Task 8. FINAL PUBLIC REALM PLANS</b>	\$10,000	\$0	\$500	\$0	\$0	\$10,500
Task 8 Final Public Realm Plans	\$10,000		\$500			\$10,500
<b>Task 9. POST ADOPTION CEQA TRAINING, REVIEW</b>	\$21,040	\$12,380	\$0	\$0	\$0	\$33,420
Task 9.1 Additional Project Management and Coordination	\$3,000	\$2,000				\$5,000
Task 9.2 CEQA Follow-Up (2)	\$1,040	\$10,380				\$11,420
Task 9.3 As Needed Updates to Deliverables (3)	\$12,000					\$12,000
Task 9.4 Staff Training	\$5,000					\$5,000
<b>Sub -Totals</b>	<b>\$434,760</b>	<b>\$76,900</b>	<b>\$127,022</b>	<b>\$85,000</b>	<b>\$56,000</b>	<b>\$779,682</b>
<b>Direct Expenses</b>	\$14,000	\$3,100	\$1,000	\$1,000	\$500	\$19,600
<b>TOTAL</b>	<b>\$449,760</b>	<b>\$80,000</b>	<b>\$128,022</b>	<b>\$86,000</b>	<b>\$56,500</b>	<b>\$799,282</b>

- (1) Fee for Task 3.2 for Gibson includes fees for 50 Intersection counts and 50 street segment counts equalling \$25,000 Int total  
 (2) Fee for Task 9.2 for Sapphos and TGP is NOT TO EXCEED based on Standard Hourly Rates  
 (3) Fee for Task 9.3 for TGP is NOT TO EXCEED based on Standard Hourly Rates

## STANDARD HOURLY RATES

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### Torti Gallas + Partners

Executive Principal	\$300
Senior Principal	\$275
Principal	\$250
Associate Principal	\$220
Director	\$200
Senior Associate	\$185
Associate	\$165
Staff	2 ½ times Direct Personnel Expense

### Sapphos Environmental

Principal	\$375
Manager	\$215
Supervisor	\$180
Team Lead	\$125
Specialist	\$125
Coordinator	\$95
Analyst	\$75
Sr. Technical Editor	\$140
Sr. Graphic Designer	\$140
Sr. Accountant	\$115

## Gibson Transportation

Principal	\$325
Senior Associate	\$225
Associate	\$165
Admin Manager	\$175
Tech	\$135

## Hoffman Strategy Group

Partner	\$350
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## KPFF

Principal-in-Charge	\$290
Senior Civil Engineer	\$235
Project Manager	\$215
Project Engineer/Project Surveyor	\$180
Design Engineer/Survey Analyst	\$165
Cheif CAD Operator	\$190
Draftor/CAD Operator	\$165
Adminsitratve Support	\$110

