

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is made effective as of \_\_\_\_\_, 2020 (Effective Date), by and between RRM Design Group, a California corporation headquartered at 3765 South Higuera Street, San Luis Obispo, CA, 93401 (Consultant), and the City of Lompoc, a municipal corporation (City). Consultant and City are referred to herein individually as a “party” and collectively as the “parties.”

### RECITALS

WHEREAS, City has the need for consultant services related to the development/design of the Lompoc Streetscape Multi-Modal Improvement Plan (LSMMIP); and

WHEREAS, Consultant engages in the business of providing consulting services for transportation/engineering/design, community needs/assessments, outreach and overall planning work related to a Sustainable Communities grant received from the California Department of Transportation (Caltrans) in addition to other consulting services such as technical studies and/or design work and associated plans, project management and administration (Consultant Services); and

WHEREAS, City seeks the services of Consultant to assist with Consultant Services; and

WHEREAS, Consultant and City desire to enter into this Agreement to memorialize their agreements regarding the Consultant Services to be provided to City.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and City agree as follows:

### ARTICLE 1 ENGAGEMENT

1.1. Engagement: City hereby engages Consultant to provide the Consultant Services described herein, and Consultant hereby accepts such engagement, all on the terms and conditions set forth herein. Consultant will determine the method, detail and means of performing the services detailed below.

### ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Consultant: Consultant hereby represents and warrants to City, at all times during the term of this Agreement, that Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of City: City hereby represents and warrants to Consultant, at all times during the term of this Agreement, that City is organized and established pursuant to the laws and ordinances of the State of California.

**ARTICLE 3  
CONSULTANT STATUS AND QUALIFICATIONS**

3.1. Independent Consultant: Consultant's services are being provided to the City as that of an independent contractor. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System (CalPERS) to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

3.2. Payment of Income Taxes: Consultant is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by City to Consultant for services satisfactorily rendered under this Agreement. On request, Consultant will provide City with proof of timely payment. Consultant agrees to indemnify, defend and hold harmless City for any and all claims, costs, losses, fees, penalties, interest, or damages, including court costs and reasonable attorney's fees, resulting from Consultant's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Consultant may, at Consultant's own expense, use any employees or subcontractors as Consultant deems necessary to satisfactorily perform the services required of Consultant by this Agreement. City may not control, direct, or supervise Consultant's employees or subcontractors in the performance of those services.

3.4. Qualifications: Consultant represents it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of City.

3.5. No Benefit Contributions: City shall have no obligation under this Agreement to compensate or pay applicable taxes for or provide employee benefits of any kind to any person employed or retained by Consultant.

**ARTICLE 4  
GENERAL RESPONSIBILITIES OF CONSULTANT**

4.1. Minimum Amount of Service: Consultant agrees to devote as much time and attention to the performance of the Consultant Services under this Agreement as may be, in Consultant's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Consultant is responsible under this Agreement.

4.2. Consultant Scope of Services: Consultant agrees to provide Consultant Services in accordance with Exhibit A, attached hereto and incorporated herein by reference, including those additional services requested by City and accepted in writing by Consultant during the term of this Agreement.

4.3. Nondiscrimination: There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

4.4. Non-Exclusive Relationship: Consultant may represent, perform services for, and contract with as many additional clients, persons, or companies as Consultant, in Consultant's sole discretion, sees fit.

4.5. Time and Place of Performing Work: Consultant may perform the services under this Agreement at any suitable time and location Consultant chooses.

4.6. Materials and Equipment: Consultant will supply all materials and equipment required to perform the services under this Agreement.

4.7. Professional Skill: It is further understood and agreed by and between the parties hereto that Consultant is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement, and City, not being skilled in such matters, relies upon Consultant to perform the work in a skillful manner in accordance with generally accepted professional practices, and the Consultant agrees to thus perform its work, and the acceptance of its work by City shall not operate as a release of Consultant from said Agreement.

4.8. Insurance: Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance including a commercial general liability policy and an Errors and Omissions policy, both in the amount of not less than \$1,000,000. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry automobile liability insurance with liability limits of not less than \$500,000 for the injury or death of a person or persons and property damage in any accident. City, its elective officials, officers and employees shall be named as an additional insured on the commercial general liability and automobile liability policies. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. Consultant shall provide City with certificates of insurance on forms acceptable to the City of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days written notice being given to City by the insurance company or companies writing such insurance.

4.9. Workers' Compensation: Consultant agrees to provide workers' compensation insurance for Consultant and Consultant's employees and agents and agrees to defend, hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Consultant's employees or agents.

4.10. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of City, which consent shall not be unreasonably withheld.

4.11. Business Tax Receipt: Consultant shall maintain a valid Business Tax Receipt with the City of Lompoc during the term of the Agreement.

4.12. Ownership of Documents: All reports and documents prepared by Consultant under this Agreement are the property of City and shall be turned over to the City upon completion of this Agreement. Consultant shall not release any data, information, and/or materials resulting from the project without prior written consent from City.

4.13. Personnel: City shall have final approval of Consultant staff assigned to work under this Agreement. Consultant shall identify in writing the staff assigned to work under this Agreement and shall give City no less than ten days' written notice prior to any change in the staff assigned to work under this Agreement.

4.14. Compliance with Grant Requirements: Funding for the services provided by Consultant under this Agreement is provided in part by a Sustainable Communities Grant issued to City by Caltrans pursuant to an agreement between City and Caltrans entered into on November 1, 2019 (Grant Agreement). Consultant shall comply with and be bound by all requirements for receipt of said grant funds by the City, including but not limited to the terms and conditions of the Grant Agreement, to the extent that they apply to Consultant. Furthermore, Consultant shall provide City will all documentation and other information reasonably necessary for City to comply with the Grant Agreement and maintain eligibility for receipt of said grant funds. Any contract terms required by state or federal law to be included in this Agreement as a condition of receipt of said grant funds are deemed to be included and are incorporated herein by this reference.

## **ARTICLE 5 COMPENSATION OF CONSULTANT**

5.1. Compensation for Consultant Services: All Consultant Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in Exhibit B, which is incorporated by this reference as though set forth in full; provided, that the parties understand and agree the fee schedule is not an estimate but the complete costs for the Consultant to provide Consultant Services. Total compensation shall not exceed Two Hundred Thirty-Two Thousand, Four Hundred Ninety Dollars (\$232,490.00).

5.2. Payment will be in accordance with City's standard accounts payable process. Term no longer than 45 days after presentation of a valid monthly invoice for disbursement of the payment. Payment to be made by accounts payable check processed and available as part of the weekly disbursement cycle, available each Friday for pickup or mailed delivery.

5.3. Consultant shall provide itemized billing to the Accounts Payable Division identifying the project by City Project Number and listing the completed task, and listing the City Purchase Order Number on each invoice, as follows:

Electronically (preferred) to:

[ap@ci.lompoc.ca.us](mailto:ap@ci.lompoc.ca.us)

City of Lompoc  
Attn: Accounts Payable  
100 Civic Center Plaza  
Lompoc CA 93436

5.4. The provisions of Article 9 of this Agreement will govern any dispute associated with compensation.

## **ARTICLE 6 OBLIGATIONS OF CITY**

6.1. Cooperation of City: City agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement. To the extent determined in the best public interest, in the sole discretion of City's City Council, City shall be responsible for initially insuring, and continuing to review, local and state laws in City's jurisdiction to assure adequate legal authority for Consultant to engage in the Services described herein on behalf of City.

6.2. Conflict of Interest: No officer, employee, director or agent of City shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

6.3. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Consultant, which consent shall not be unreasonably withheld.

## **ARTICLE 7 TERMINATION OF AGREEMENT**

7.1. Termination: Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue after execution of this Agreement by City and Consultant until February 28, 2022. Consultant shall satisfactorily complete Consultant Services pursuant to this Agreement within that term, unless the term is modified as permitted for modifications of this Agreement.

7.2. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving ten-days' written notice to the other party.

7.3. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

7.4. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, then the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Consultant's failure to satisfactorily complete the Consultant Services;

- (b) City's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Consultant's material breach of any representation, warranty or agreement contained in this Agreement.

## **ARTICLE 8 INDEMNIFICATION**

8.1. Indemnification: To the extent permitted by applicable law, Consultant will indemnify, defend and hold harmless City and each of its officers, employees and agents from and against any and all losses, damages, liabilities, claims, death, injuries or costs, including court costs and reasonable attorney's fees, (collectively, Damages) resulting from any act or omission of Consultant or any of its officers, employees, agents or subcontractors related to this Agreement; provided, that the obligation to indemnify and hold harmless is only to the extent Consultant or any of its officers, employees, agents or subcontractors caused the Damages, as determined by a court of competent jurisdiction or as agreed upon settlement by the parties.

## **ARTICLE 9 GENERAL PROVISIONS**

9.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California). Venue for any matter related to this Agreement shall be the Superior Court of the County of Santa Barbara.

9.2. Attorney Fees: In the event of any litigation to enforce, or construe the terms of this Agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief granted to prevailing party by a court of competent jurisdiction.

9.3. Section Headings: The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

9.4. Interpretation: The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted this Agreement.

9.5. Inconsistency: In the event any provision of this Agreement and the documents incorporated herein by reference are deemed to be in conflict, the provision in this Agreement shall prevail.

9.6. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the Parties. No amendment or modification of the amendment shall be valid unless evidenced in writing and executed by the parties thereto.

9.7. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

9.8. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Consultant to:

Debra Rudd  
Principal  
RRM Design Group, Inc.  
3765 South Higuera Street, Suite 102  
San Luis Obispo, CA 93401

If to City to:

City of Lompoc  
Attn: City Manager  
100 Civic Center Plaza  
Lompoc CA 93436

And a copy to:

Aleshire & Wynder, LLP  
Attn: Jeff M. Malawy  
18881 Von Karman Ave., Suite 1700  
Irvine, CA 92612

City of Lompoc  
Attn: Brian Halvorson, Planning Manager  
100 Civic Center Plaza  
Lompoc CA 93436

Or, if delivered by telecopy, on a Business Day before 4:00 p.m. local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday Federal Holiday or other day City's city hall is closed to the public.

9.9. Counterparts: This Agreement may be signed in several counterparts.

9.10. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**CITY OF LOMPOC, a municipal corporation**

**RRM DESIGN GROUP, a California corporation**

By: \_\_\_\_\_  
James Throop, City Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Stacey Haddon, City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jeff Malawy, City Attorney



**EXHIBIT A**

**LIST OF CONSULTANT SERVICES**

In the event of any conflicts between the provisions in Exhibit A and the other terms of the Agreement, the other terms of this Agreement shall govern.

Consultant will subcontract with Toole Design to complete some of the services, as described in the Scope of Services.

# SCOPE OF SERVICES

## 1. PROJECT COMMENCEMENT

### TASK 1.1 KICK-OFF MEETING AND CORRIDOR TOUR:

To initiate the design process and get the project rolling, the design team will conduct a kick-off meeting with the Project Team. Principally, this meeting will provide an opportunity to discuss the project's main objectives, major tasks, and key milestones. This meeting will also provide a forum to discuss the data we've collected thus far, identify additional available resources and any outstanding data needs, and set dates for upcoming meetings and workshops.

Following the kick-off meeting, the project team travel the extent of the project corridors, ideally on foot, by bike, and by car. The objectives of this tour are to evaluate existing conditions including those relating to all modes of transportation, locate key community places, identify constraints and opportunities, capture site-specific input from project team members, discuss potential alternative design interventions for all transportation modes, and consider opportunities for revitalization.

#### *Deliverables:*

- Prepare for and conduct one (1) kick-off meeting
- Prepare for and conduct one (1) corridor tour
- Compile meeting and site tour notes

### TASK 1.2 STUDY AND IDENTIFICATION OF EXISTING CONDITIONS AND OPPORTUNITIES:

Prior to the kick-off meeting, the design team will initiate data collection and review of existing documents and plans including, but not limited to the City's Zoning Code update, LAFCO proposal, draft Bicycle & Pedestrian Master Plan, and General Plan. We will work with City staff to obtain existing aerial maps, GIS data, and survey from completed right-of-way improvements.

Using the information generated from Tasks 1.1-1.2, the design team will compile, analyze, and map the existing physical conditions along the corridors to develop a preliminary documentation of the corridor-wide opportunities and constraints. Map-based existing conditions documentation to potentially include:

- Existing pedestrian and bicycle facilities segments and their condition
- Universal accessibility issues
- Connections to other bike facilities
- Connections to transit
- Right-of-way needs
- Roadway crossings and traffic
- Community places and connections (schools and childcare, public facilities, churches, employment hubs, shopping destinations)
- Street and neighborhood access points
- Utilities
- Lighting needs
- Existing trees
- Surface drainage and infiltration opportunities
- Environmental sensitivity
- Regulatory impacts

Information will be graphically shown on the corridor maps with supporting text. The resulting base maps and constraints and opportunities exhibits will be used for internal design development and as planning and discussion tools for community outreach tasks.

#### *Deliverables:*

- Base maps for design team project use
- One (1) Opportunities and constraints analysis map (PDF format)
- One (1) Opportunities and constraints issues summary memo (PDF format)

## 2. COMMUNITY NEEDS ASSESSMENT

### TASK 2.1 CANVASSING:

The design team will provide support to the City's canvassing effort in the form of projects maps and other graphic materials to aid with collection of community input.

*Deliverables:*

- 1 "X17" site map(s), project fliers, and surveys
- Attend one (1) meeting with City staff to discuss findings of previous tasks and canvassing

### TASK 2.2 COMMUNITY WORKSHOP #1:

Following the data collection, documentation of existing conditions and opportunities, and the City's canvassing effort, the RRM/Toole team, in collaboration with City staff, will facilitate a workshop to inform the community about the project and begin to gather input from residents, business owners, and stakeholders regarding their desires for improvements to the corridors. The design team will provide project area base maps and graphic boards (in English and Spanish) to facilitate the collection of input from a range of participants (different interests, stakeholder groups, transportation modes, languages, ages). Our team includes bilingual workshop staff. We anticipate that the City's interpretation service will support the workshop, however, we can include this service if not. We envision the workshop program may include:

- Project introduction and overview of existing conditions and opportunities
- Presentation to explore ideas and vision for the corridor
- Open break out session for participants to visit stations to provide input
- Wrap-up with information on future events and project schedule

*Deliverables:*

- Prepare for and conduct workshop
- Prepare interactive presentation and exhibits
- Participant input summary

### TASK 2.3 INFORMATIONAL BOOTHS

Using materials developed for the initial community workshop and additional modified materials, our team will support City staff with "pop-up" outreach booths that are located and timed to capture input from a greater cross-

section of the Lompoc community. As with the initial community workshop, our team will include bilingual staff and we anticipate interpretation services will be by the City's service. Note: some pop-up booth attendance may occur during proposed multi-day charette (Task 3):

*Deliverables:*

- Prepare materials for pop-up workshops
- Prepare for and attend up to four (4) two to three-hour pop up booths
- Participant input summary

### TASK 2.4 FOCUS GROUPS

Our team will participate in focus group meetings with a variety of stakeholder groups. We anticipate that City staff will identify the groups and provide outreach and coordination for meeting times and locations. Note: Focus group meetings may occur in tandem with community workshop #1 and/or proposed multi-day charette (Task 3):

*Deliverables:*

- Attend and assist in capturing input for up to six (6) half hour to one-hour focus group meetings
- Participant input summary

### TASK 2.5 ONLINE SURVEY(OPTIONAL TASK)

We will work with the City to identify survey objectives to inform development of the survey content. We will develop a survey and anticipate one round of City review be integrated into the final survey. We will use our account on Typeform or Survey Monkey to create a customized community input online survey (in English and Spanish). The survey can also be coordinated with surveys conducted at the workshop and pop up booths, allowing us to collect specific, focused data from the community on elements and ideas they would like to see incorporated into the corridors. The link to the survey can be posted to the City's website, sent out via email, or posted to social media sites. We will monitor the survey results throughout the public outreach phase of the project.

*Deliverables:*

- Online survey content
- Online survey setup (using an online survey platform)
- Prepare summary results of online survey

**TASK 2.6 SOCIAL MEDIA OUTREACH AND COORDINATION (OPTIONAL TASK):**

We will create and post ads that appear in targeted Facebook and Instagram feeds (in English and Spanish). The ads can link directly to an online survey (described above). We will discuss the intended audience with the City (the ads can be targeted to a very specific audience based on geography, age, interests, etc.) We will also discuss an ad budget for this effort and set a dollar limit accordingly - you will only be charged when someone clicks on the link to take the survey. Cost of social media advertising is not included in the fixed fee but can be invoiced under our reimbursable project budget up to the pre-authorized limit.

*Deliverables:*

- Create and post Facebook and Instagram advertisements
- One (1) hour per week for content addition and site maintenance

**3. LOMPOC STREETSCAPE MULTI-MODAL IMPROVEMENT PLAN**

**TASK 3.1: DEVELOP CONCEPTS (MULTI-DAY CHARRETTE):**

This task is for a multi-day internal design charrette between RRM Design Group, Toole Design, key City Staff and Caltrans to educate, galvanize, seek input, and explore design opportunities together. We find that charrette-based planning processes have several major benefits:

**Efficiency and Collaboration:** Simply assembling the design team, City officials, and others in a highly focused effort produces a high level of concentration, collaboration, and productivity.

**Understanding and Appreciation:** The charrette lays the groundwork for a common understanding of both the challenges at hand and their potential solutions. The process is helpful in generating a shared appreciation for varying perspectives and assuaging any misconceptions.

It will begin with a City Staff tour of the corridor where we identify issues, ideas and solutions. We will then have a series of stakeholder interviews (focus groups) described in Task 2.4. Taking the feedback learned from the community workshop, information booths, canvassing and focus groups, the team will charrette design solutions, street sections, street alignments, streetscape beautification, and develop design concepts along North H and Ocean Avenue. These concepts will be refined by the design team staff in an open-studio format, allowing city staff to drop-in during these design exercises to provide review and comment on emerging ideas. The final concepts will be presented to City Staff and Caltrans for review the final day of the charrette.

*Deliverables:*

- Prepare for and attend charrette
- Materials for charrette
- Preliminary concepts for multi-modal improvements along the H Street and Ocean Avenue corridors
- Concepts for community revitalization focused improvements
- Gateway concepts for the north and south Lompoc entrances
- Presentations to City Staff and Caltrans
- Summary notes of City and Caltrans input

**Lompoc Concept Design Charrette SAMPLE TWO-DAY SCHEDULE**

Day 1		Day 2	
Morning	Team Arrives/Set up	Open Network/ Design Studio	Stakeholder
	Outreach Results Review/Opps & Constraints		
Afternoon	Site Visits/Team Tour	Open Network /Design Studio	Stakeholder Interviews
	Project Priority List/Design Solutions	Studio Pin Up of Preliminary Network	
Evening	Team Recap/Design Strategies	Concepts with City Staff	
	Team Meeting	Team Meeting/Documentation	

### • **TASK 3.2: DEVELOP CONCEPT ALTERNATIVES:**

Based on the feedback and direction from City staff and Caltrans at the charrette, the preliminary concepts will formalize three alternatives for complete street corridor improvements including, but not limited to, bicycle facilities, pedestrian and bicycle crossings, pedestrian mobility, transit connectivity, vehicle travel, streetscape enhancements, community revitalization, community gateways, and Vision Zero design corridor improvement options. The three alternatives will incorporate a graduated level of proposed improvements on a scale of good, better, and best.

#### *Deliverables:*

- *Concept Alternatives design plan package, three (3) concepts in PDF format and printed*

### • **TASK 3.3: DRAFT PLAN**

Based on the direction provided by City staff and Caltrans for the preferred alternative design from the previous task, the RRM/Toole Design Team will carry out refinements to the plans and supporting graphics to develop a draft Streetscape Multi-Modal Improvement Plan.

The draft Streetscape Multi-Modal Improvement Plan package will be communicated through a combination of color plan view graphics and sections augmented with visual simulations illustrating potential transformation of key locations along the corridor. These drawings will articulate the basis of design, including project benefits; major design features, including intersections noted impacts; and areas of further investigation. Renderings will be prepared as necessary to visually demonstrate the look and feel of the concepts. These renderings are important to convey key design features to the public; they also help to further confirm that the design is in line with the City's goals and vision.

The contents of this package will be developed in multiple formats and for use at public workshops and public hearings, including on large presentation boards and packaged in a PowerPoint presentation. In addition to these outreach and presentation materials we will support the City with graphic design and content development for workshop flyers, meeting notices, staff reports, and ordinances as needed.

#### *Deliverables:*

- *One (1) Draft Streetscape Multi-Modal Improvement Plan, color rendered plan view*
- *Up to six (6) color rendered right-of-way sections*
- *Up to one (1) visual simulations*
- *One (1) PowerPoint presentation*
- *Meeting flyers and notices*

### • **TASK 3.4: PUBLIC WORKSHOP #2**

Our team will prepare materials (from Task 3.3) and conduct the 2nd public workshop to share the highlights of the Draft Streetscape Multi-Modal Improvement Plan. This workshop will bring the public's participation full-circle, affording the project team an opportunity to present the plan back to the community members, including the general public, Planning Commissioners, and City Council, who have helped guide development of an innovative and transformational corridor improvement plan. This workshop is also an opportunity to receive additional community input on the proposed design concepts. Our team includes bilingual workshop staff. We anticipate that the City's interpretation service will support the workshop, however, we can include this service if not.

We envision the workshop program may include:

- A brief open-house session to allow workshop participants to informally review the Draft Streetscape Multi-Modal Improvement Plan exhibits (Design and client team would be available to answer questions)
- Summary of the community outreach results (canvassing, workshop #1, pop-up booths, and focus groups)
- Presentation of the proposed improvements
- Discussion of potential funding sources, and possible project prioritization items
- Opportunity to provide additional input (approach to be a refined based venue and meeting type)

#### *Deliverables:*

- *Prepare for and conduct workshop*
- *Participant input summary*



### • **TASK 3.5: FINAL PLAN**

The Design Team will conduct a meeting with City staff and Caltrans to review the community input from Task 3.4 and define revisions needed for development of the final draft Streetscape Multi-Modal Improvement Plan. The Design Team will complete updates to the design elements and prepare a revised Streetscape Multi-Modal Improvement Plan package in a PowerPoint presentation format for use in future tasks. In addition, we will provide resources to City staff for potential funding sources for implementation of the multi-modal plan.

*Deliverables:*

- Prepare for and conduct one (1) joint review study session meeting with City staff and Caltrans
- Revised graphics based on City and Caltrans input
- One (1) PowerPoint presentation

### • **TASK 3.6: PLAN ADOPTION – PLANNING COMMISSION**

The Design Team will attend and provide additional information as needed to support City staff presentation to the Planning commission.

*Deliverables:*

- Attend one (1) Planning Commission meeting
- Assist City staff in preparation of staff report

### **TASK 3.7: PLAN ADOPTION – CITY COUNCIL**

The Design Team will attend and provide additional information as needed to support City staff presentation to the City Council.

*Deliverables:*

- Attend one (1) City Council meeting
- Assist City staff in preparation of staff report

## **4. PROJECT MANAGEMENT/ ADMINISTRATION**

### **TASK 4.1 STAFF AND PROJECT COORDINATION**

Our team will remain in communication with City staff consistently throughout the project including via regular phone calls, email, and meeting agendas/ notes, and we will provide general project management. Members of the Design Team will attend monthly design team meetings to

review progress of design documents and discuss public engagement efforts, deliverables, schedule, and budget. The number of team members in attendance will vary depending upon the meeting agenda and topics being covered. Team members will attend in person when possible or via conference call when schedules do not allow.

*Deliverables:*

- Project Coordination as described above.
- Attendance at monthly project team meetings throughout length of project

## **5. ENVIRONMENTAL REVIEW**

### • **TASK 5.1: CEQA**

Improvements likely to be proposed in the Lompoc Streetscape Multi-Modal Improvement Plan (LSMMIP) could be found to be Categorical Exempt under Class 1, Existing Facilities (Section 15301c of the CEQA Guidelines), which specifically calls out modifications to street corridors for these types of improvements to be exempt from CEQA review. However, depending on the specific design and scope of the improvements, additional CEQA analysis may be warranted. Given that any impacts associated with the project likely will be found to be beneficial rather than potentially significant and adverse, the City may want to take the approach to tier off the 2030 Lompoc General Plan Update EIR with an Addendum, and potentially completion of an Initial Study Checklist which documents why the project will have no significant adverse impacts. This approach was recently used with the City's adoption of new Zoning Regulations.

- Our understanding of this grant funded project is that we will not provide CEQA services. The documents prepared as part of the previous tasks will be used by the City for CEQA processing.

## **EXHIBIT B**

### **COMPENSATION FOR CONSULTANT SERVICES**

In the event of any conflicts between the provisions in Exhibit B and the other terms of the Agreement, the other terms of this Agreement shall govern.

Consultant will provide Consultant Services on a time-and-materials basis at the rates provided below. Travel time and mileage for services provided at City Hall and meetings will be billed to City.

1. Consultant's billing rates for Consultant Services are attached as Exhibit B-1.
2. A proposed Project Budget is attached as Exhibit B-2.

## EXHIBIT B-1

### Billing Rates

# 16. NOT-TO-EXCEED FEE / HOURLY RATES

All charges for Consultant's professional services will be limited to the "Not-to-Exceed Fee", and will be in accordance with the Consultant's hourly rate schedule, and made part of said Consultant's Proposal (see below). Consultant's hourly rate schedule shall be used for invoicing for all project work, including extra work for which the City gives prior approval, which is not part of the RFP. Payment will be for actual time and materials expended in furnishing authorized professional services.



## BILL RATE RANGES

*Subject to change effective March 1st each year*

### 2020 Bill Rates (ICR Build-up)

<b>Architecture</b>	Min	Max
Designer I - 0 years	\$ 70.00	\$ 93.00
Designer II - 2 years	\$ 83.00	\$ 116.00
Designer III - 5 years	\$ 96.00	\$ 140.00
Job Captain - 5 years	\$ 96.00	\$ 140.00
Architect - 5 years	\$ 96.00	\$ 146.00
Project Designer - 7 years	\$ 115.00	\$ 166.00
Project Manager - 7 years	\$ 115.00	\$ 173.00
Project Architect - 7 years	\$ 115.00	\$ 173.00
Senior Designer - 12 years	\$ 144.00	\$ 199.00
Senior Architect - 15 years	\$ 144.00	\$ 203.00
Senior Project Manager - 15 years	\$ 144.00	\$ 216.00
Assistant Manager of Architecture - 10 years	\$ 136.00	\$ 183.00
Design Director - 15 years	\$ 154.00	\$ 223.00
Manager of Architecture - 12 years	\$ 154.00	\$ 239.00

<b>Civil Engineering</b>	Min	Max
Designer I - 0 years	\$ 57.00	\$ 87.00
Designer II - 3 years	\$ 77.00	\$ 113.00
Designer III - 5 years	\$ 96.00	\$ 126.00
Senior Designer - 7 years	\$ 115.00	\$ 173.00
Engineer I - 0 years	\$ 90.00	\$ 123.00
Engineer II - 3 years	\$ 109.00	\$ 150.00
Project Engineer - 5 years	\$ 131.00	\$ 166.00
Senior Project Engineer - 7 years	\$ 147.00	\$ 209.00
Project Manager - 10 years	\$ 154.00	\$ 216.00
Manager of Engineering Services - 12 years	\$ 183.00	\$ 249.00

<b>Landscape Architecture</b>	Min	Max
Assistant Designer - 0 years	\$73.00	\$ 97.00
Associate Designer - 3 years	\$86.00	\$ 116.00
Designer - 5 years	\$99.00	\$ 126.00
Senior Designer - 7 years	\$112.00	\$ 153.00
Landscape Architect - 4 years	\$102.00	\$ 136.00
Senior Landscape Architect - 7 years	\$119.00	\$ 163.00
Principal Landscape Architect - 12 years	\$141.00	\$ 219.00
Manager of Landscape Architecture - 15 years	\$157.00	\$ 226.00

<b>Planning</b>	Min	Max
Assistant Planner - 0 years	\$ 77.00	\$ 110.00
Associate Planner - 3 years	\$ 96.00	\$ 140.00
Senior Planner - 7 years	\$ 119.00	\$ 173.00
Principal Planner - 12 years	\$ 144.00	\$ 209.00
Manager of Planning - 12 years	\$ 151.00	\$ 216.00

<b>Accounting</b>	Min	Max
Accounting & Billing Assistant - 2 years	\$ 48.00	\$ 67.00
Accounting Specialist - 4 years	\$ 64.00	\$ 103.00
Billing Specialist - 4 years	\$ 57.00	\$ 87.00
Senior Accounting Specialist - 7 years	\$ 90.00	\$ 160.00
Project Accountant - 5 years	\$ 70.00	\$ 126.00
Controller - 10 years	\$ 138.00	\$ 232.00

<b>BPD</b>	Min	Max
File Clerk - 0 years	\$ 38.00	\$ 60.00
Receptionist - 1 year	\$ 45.00	\$ 73.00
Administrative Assistant - 2	\$ 51.00	\$ 80.00
Office Coordinator - 5 years	\$ 70.00	\$ 113.00
Project Administrator - 5 years	\$ 70.00	\$ 113.00
Proposal Coordinator - 5 years	\$ 80.00	\$ 120.00
BD Coordinator - 7 years	\$ 90.00	\$ 126.00
BPD Manager - 10 years	\$ 112.00	\$ 166.00

<b>Marketing</b>	Min	Max
Marketing Assistant (Intern) - 0 years	\$ 48.00	\$ 67.00
Marketing Coordinator - (0-3 years)	\$ 70.00	\$ 107.00
Graphic Designer - 5 years	\$ 86.00	\$ 123.00
Marketing Specialist - 7 years	\$ 96.00	\$ 140.00
Digital Media Specialist - 10 years	\$ 112.00	\$ 166.00
Marketing Manager - 10 years	\$ 119.00	\$ 206.00

<b>Intern</b>	Min	Max
High School Intern	\$ 38.00	\$ 60.00
College Intern	\$ 51.00	\$ 73.00

*\*Rates are based on the Minimum and Maximum Hourly Rate for Each Class of Employee in accordance with our Indirect Cost Rate Multiplier and a 1*



