

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
SAM SCHWARTZ ENGINEERING, DPC
FOR
MOBILITY IMPLEMENTATION PLAN

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and Sam Schwartz Engineering, DPC, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to create a Mobility Implementation Plan; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Joe Iacobucci who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Three Hundred Twenty Three Dollars (\$323,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Ken Dills
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Sam Schwartz Engineering, DPC
ATTN: Joe Iacobucci
322 Eighth Avenue, 5th Floor
New York, NY 10001

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully 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.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

The Consultant shall create a Mobility Implementation Plan to help prepare for and shape new mobility options that meet the mobility needs of all people who live in, work in, and visit Huntington Beach, and is well integrated with our sustainable transportation system. The deliverables include: establishment of an advisory group, transportation assessment and future projections, development of a Mobility Implementation Plan, proposed regulatory strategy, and public engagement approach.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

See Attached

C. CITY'S DUTIES AND RESPONSIBILITIES:

Furnish any and all relevant plans, studies, documents, or drawings to the CONSULTANT

D. WORK PROGRAM/PROJECT SCHEDULE:

As proposed in the final proposal.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

"SEE ATTACHED

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been

brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

The Consultant shall create a Mobility Implementation Plan to help prepare for and shape new mobility options that meet the mobility needs of all people who live in, work in, and visit Huntington Beach, and is well integrated with our sustainable transportation system. The deliverables include: establishment of an advisory group, transportation assessment and future projections, development of a Mobility Implementation Plan, proposed regulatory strategy, and public engagement approach.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

See Attached

C. CITY'S DUTIES AND RESPONSIBILITIES:

Furnish any and all relevant plans, studies, documents, or drawings to the CONSULTANT

D. WORK PROGRAM/PROJECT SCHEDULE:

As proposed in the final proposal.

Exhibit 1: Task 1 Advisory Group Topics by Meeting

Meeting	Potential Agenda
	Kickoff Meeting Share project goals and City vision for mobility, present overview of tasks and deliverables that will require Advisory Group input
	Engagement and Existing Conditions Review and provide feedback on public outreach approach, review and discuss transportation assessment and future projects
	Curb Management and EV Pilot Review and discuss curb management slide deck and draft list of short- and long-term actions; review and discuss pilot program proposal for EV charging network
	Draft Plan Review Plan outline and Draft and provide feedback

02. Methodology

Task 1: Mobility Implementation Plan Advisory Group

Moving forward in lockstep and creating a common understanding of how the existing City goals will manifest through the Mobility Implementation Plan is imperative. As such, the consultant team will work with City staff to form the Plan Advisory Group to review and provide feedback on the Plan development and final deliverables. The project team, led by Toole Design, will convene key City staff and Huntington Beach stakeholders as the Mobility Implementation Plan Advisory Group to ensure that development of the Mobility Implementation Plan is integrated closely with City goals and community needs.

Members of the Advisory Group will be determined in collaboration with City staff. To enable in-depth conversations, we recommend no more than 10 representatives. Potential members could include:

- Representative from the Department of Public Works
- Representative from the Huntington Beach Police Department
- Representatives from key historically underserved communities or SB 535 disadvantaged communities like Oak View
- Representatives from transportation advocacy groups like the Orange County Bicycle Coalition, Orange County Transportation Authority
- Private new mobility service providers offering shared, micromobility and/or delivery services
- Representatives from additional local groups and organizations with an interest in mobility needs like the Huntington Beach Downtown Business Improvement District or the Huntington Beach School District

To assure that the right course is established from the outset of the project, and throughout its duration, the consultant team will use the first Advisory Group meeting to conduct a Framing Workshop. The Framing Workshop will determine the breadth of agency goals and expectations and establish how they will be communicated throughout the project. We will use the Framing Workshop to review existing City goals, project guidelines, and checkpoints and to assure that a comprehensive communication plan is established. The Framing Workshop was key to successful emerging mobility projects (including City DOT clients in Seattle, Miami, Los Angeles, and San Jose); we will utilize this approach to frame the key issues and constraints at the outset of the project.

Four additional 60-90 minute Advisory Group will be held a key milestone throughout the project in order to provide critical feedback on the Plan and key deliverables. Meeting can be conducted via Zoom or in-person if public health guidelines allow. All materials will be provided at least 48 hours in advance of each meeting to allow Advisory Group members to review draft deliverables in advance. For those who cannot attend the meeting or would like to give additional input, an online feedback form can be provided to capture additional comments.

A potential agenda for Advisory Group Topics is included in **Exhibit 1** on the next page.

Deliverables:

- Facilitation of Framing Workshop and up to 4 city staff advisory group meetings
- A city staff advisory group meeting plan and schedule for up to 4 meetings, including format and prepared materials for review by the advisory group
- Meeting notes for all city staff advisory group meetings

Task 2: Transportation Assessment and Future Projections

We will utilize the Framing Workshop in Task 1 to customize our approach to Task 2. Task 2 is broken down into two subtasks that will establish a baseline (Task 2a) and then proceed with the Transportation Assessment (Task 2b). This approach has been successful in previous engagements while allowing for a customized approach for Huntington Beach.

Task 2a Existing Conditions/Baselining: In order to provide a plan on where Huntington Beach needs to go in the future, first we have to establish the existing conditions. The consultant team will review existing plans, policies and mobility options in the City as well as the resources identified in the RFP, including the Seattle New Mobility Playbook, Urban Mobility in a Digital Age, Harnessing the Future of Mobility, An Urban Agenda for Autonomous Vehicles for specific areas that can be applied to the approach for this project. The consultant team has created two of these documents and has already considered the other documents as part of previous engagements allowing for a simplified process. In addition, the consultant team also recommends NACTO Blueprint for Autonomous Urbanism, Driverless Future, and Urbanism Next: A Framework for Shaping the Development of Autonomous Vehicles and Advancing Equity Outcomes which had involvement from core team members. Additionally, this task will include research on current best practices in the US and international; focusing on both practical partnerships and emerging Mobility as a Service (Maas) Programs in Finland. The consultant team will create a detailed index of the relevant data and themes that will contribute to developing the Transportation Assessment in Task 2b.

Data and publications can only reveal so much of Huntington Beach's mobility story—inevitably, there will be data or knowledge gaps that our team will need to close. We will work with stakeholders, including City staff and the Advisory Group, as well as other resources available to the consultant team (i.e. NACTO, National League

of Cities, and OMF), to gather and record a variety of stakeholder viewpoints relating to this research. To that end, we anticipate holding a two-hour workshop with City and Advisory Group representatives, and follow-up with a digital survey, to solicit their thoughts and additional data sources to inform this work. If available, we'll gather feedback from the wider community through activities in Task 7 and/or other completed City planning efforts.

Task 2b Transportation Assessment: Once the consultant team establishes the existing conditions/baselining, we will study the operating potential for new mobility services to serve residents, workers, and visitors. We will identify how these services will serve as a primary component for access and circulation through the City and key regional corridors. This analysis will be done utilizing both qualitative, quantitative measures based on market trends, spatial design constraints, and temporal considerations.

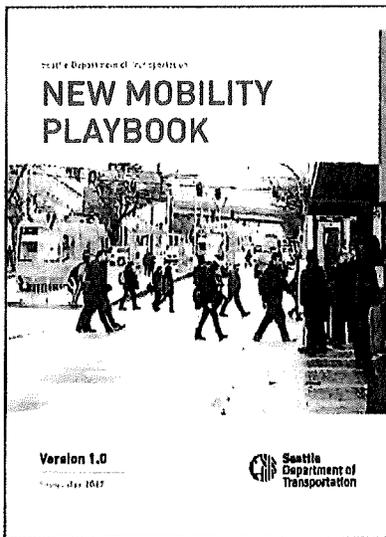
Sam Schwartz will perform quantitative analyses and modeling to understand the potential markets for new and emerging modes to enhance access and optimization in Huntington Beach and create greater connectivity in the region. These analyses will be performed to identify the impacts and potential of shared mobility and the interaction with the public transit network. Analytical approaches will include the following:

01. Impact Analyses to understand consumer choice and estimate the potential market for (a) current shared mobility services (carshare, bikeshare, scooter-share, ride-hail, public and private mass transit), (b) future mobility services (connected autonomous vehicle platform companies), (c) goods/food services and (d) identify the impacts of electrification.
02. New Mobility Service Analyses will be conducted to understand the impacts of emerging modes and how they correspond with City goals. This will be performed utilizing tools that we developed for the City of Seattle and have updated for other

clients' in Miami, San Jose, Los Angeles, and Cambridge, MA. The consultant team will provide both aggregate conclusions as well as a series of pointed analysis (e.g., beach and Pacific Coast Highway impacts) through quantitative analysis and vignettes that brings issues to life.

- 03. Infrastructure Assessment Plan will address the needs relating to both (a) incumbent infrastructure (roads, bike lanes, transit hubs) and (b) digital infrastructure to facilitate the types of mode choice and activity goals that align with City goals as well as the impacts, potential for transit service integration, and changes to transportation infrastructure (e.g., mobility hubs, MaaS applications). This work will build on our current experience supporting Cavnue in designing the first CAV corridor in Detroit.

Our Approach will build on previous mobility projects where we have helped clients achieve a new vision for emerging mobility and create a framework in which this vision helps achieve other meaningful goals, as we did in partnership with Seattle for the New Mobility Playbook.



Sam Schwartz worked with SDOT to develop the New Mobility Playbook, which created an actionable plan for emerging mobility and was responsible for launching several pilot projects.

The project team will work with City staff and identify all required data sets for this analysis and will be prepared to leverage our existing relationships with other governmental partners (e.g.,

SCAG, Caltrans, LA Metro) for additional data, if applicable.

Deliverables:

- » Existing Conditions Memorandum (for inclusion in the Transportation Assessment Memorandum)
- » Transportation Assessment Data Request
- » Draft and Final Transportation Assessment Technical Memorandum
- » Model files (excel or tableau)

Task 3: excluded per City's request

Task 4: Mobility Implementation Plan

The team will develop the Mobility Implementation Plan. In the planning process, several documents will be developed.

Task 4a MIP Matrix and MIP Outline: The project team will first create a MIP Matrix based on a combination of elements, including analyses in Task 2, stakeholder and community input, and findings from the other tasks in the scope. The matrix will identify specific transportation modes and technologies that hold the most promise shift from driving alone to sustainable modes (walking, biking, transit, and carpooling) and identify how each mode serves the principles identified in the RFP, including Safe and Active Transportation, Reliability and Efficiency, Community Character and Vitality, Connectedness and User Friendliness, and Climate Resilience and Environmental Health. The matrix will include an evaluation on pilots and programs in short-term (e.g., pilot projects or low-cost improvements that are under the City's control) as well as long-term (e.g., those requiring capital investment, greater regulatory review, longer technology lead time, or significant funding), considering potential impact vs. ease of implementation. The MIP Matrix will be created a few months into the project and serve as a living document that will evolve through the process. The final version will be reviewed with the advisory team along with an outline of the MIP and approved prior to the creation of the MIP.

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Task 4B MIP: Building directly from the matrix and outline, we will draft an implementation plan that provides a clear and realistic roadmap based on the specific geographic, regulatory, and community context of Huntington Beach. For each proposed mobility solution we will detail the legislative, funding, right-of-way, and time requirements required to implement it in Huntington Beach, potential funding sources, benefits and challenges (including equity and other community impacts), how it integrates with or replaces existing transportation options, case studies (highlighting Huntington Beach's peer cities wherever possible), and narrative on why it is deserving of further consideration by the City for potential implementation. The MIP will be a graphic reach document that will communicate the findings to a variety of stakeholders. *Contents of the MIP are included in Exhibit 2.*

- Industry: Specifications for agreements with and requirements for private mobility providers. Leveraging of private development
- City: Policy and regulatory opportunities
- Community: Community and CBO- led initiatives and partnerships. Marketing or educational efforts

Deliverables:

- » MIP Matrix and Outline
- » MIP Final Plan
- » MIP Technical Memorandum – Mobility Implementation Plan

Task 5: excluded per City's request

Task 6: Proposed Regulatory Strategy

Innovations in the transportation landscape are increasingly blurring the lines between modes. Therefore, any framework for regulating incumbent vehicles and new mobility vehicles needs to be both nimble and insightful, to be adaptable in an ever-changing transportation environment. Furthermore, such a framework needs to be grounded in contexts that meet stakeholder goals and expectations as well as the best practices of existing regulations from peer cities.

The team will work with the City to create a conceptual framework and rationale for amending key regulations. Sam Schwartz and Windels Marx will build on similar work including transformative regulatory frameworks, the LADOT Taxi and FHV Study and the King County Regulatory Framework as part of the Seattle New Mobility Playbook, where they prepared regulatory strategies to integrate new modes into a 21st Century Framework. Windels Marx will play a significant role, bringing experiential and legal background related to all project tasks as well as a wealth of best practices knowledge.

Deliverables:

- » Regulatory Strategy and Conceptual Framework Memorandum

Task 7: Public Engagement Approach

Our team believes in creative, multi-stakeholder approaches to problem solving with a healthy dose of “radical collaboration” between public, private, and individual stakeholders and users. This requires a combination of 1) in-person individual stakeholder/group interviews, 2) curated engaging public open houses, and 3) anonymous surveying and/or web-based feedback (which can be combined for maximum participation given differing personality types and appetite for participation).

The public engagement approach will ensure the public is engaged during the development and implementation and will clearly identify how improvements will meet community needs and achieve community support. The team will utilize tools and a format that allow for both in-person and virtual engagement so that residents, workers, fleet owners, visitors, and other community members are informed of the plan.

We will deliver the plan early in the project so you are able to act on the plan and engage the public. Our team will be able to support on public engagement events, if desired.

Deliverables:

- » Technical Memorandum: Engagement Plan

Exhibit 2: The Mobility Implementation Plan

Contents

Background Chapter that includes a description summary and visualizations from Task 2 deliverables to provide context for the key strategies and actions that are included in the Plan.

Data Assessment Chapter: brief chapter of the relevant data sources that currently exist and were used for Task 2 analysis (i.e. curb management study) and universal data requirements and mobility data specifications

Regional strategies and actions Chapter that support new mobility options and transportation electrification quickly and in a way that supports community goals.

- › **Actions Matrix** shall include a detailed description with the expected time-frame for beginning and completing the action (short, medium and long-term), and key stakeholders (and roles) for implementing the action
- › **Obstacle and Risk** log including measures to reduce, manage, and mitigate potential barriers.
- › **Strategy Matrix** including a brief description and relative ranking of each strategy or action in relation to the evaluation criteria listed in the MIP Matrix.
- › **Phasing strategies** including intermediate steps and enabling actions needed in the short term to prepare for implementation of the long-term strategies
- › **Key Actions List** that the City may need to take/pursue to enable implementation of the strategies and actions in the Plan.

Talking Points and Communication Chapter for communicating the Mobility Implementation Plan to other City staff and/or the general public.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

"SEE ATTACHED

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been

brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

