

**PROFESSIONAL SERVICES AGREEMENT**  
**FEHR & PEERS**

THIS AGREEMENT is made on the \_\_\_\_\_ day of May, 2017, by and between the **CITY OF GARDEN GROVE** ("CITY"), a municipal corporation, and **FEHR & PEERS** ("CONSULTANT"), a California corporation with a place of business at 8141 E. Kaiser Blvd., Suite 110, Anaheim, CA 92808.

**RECITALS**

The following recitals are a substantive part of this Agreement:

1. CITY desires to utilize the services of CONSULTANT to prepare the **Garden Grove Downtown Parking Management Strategic Plan**.
2. CONSULTANT is qualified by virtue of experience, training, education and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall commence on the date first above written and shall remain in effect until the tasks described herein have been completed, unless sooner terminated as provided for herein. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with fee schedule (Attachment "B"). Consultant is required to present evidence to support performed work.
2. **Services to be Provided.** City agrees to retain CONSULTANT, and CONSULTANT agrees to perform the services set forth in the Scope of Work described in Attachment "A", attached hereto and by reference made a part of this Agreement. CONSULTANT agrees that its provision of services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in CONSULTANT's profession.
3. **Compensation.** CONSULTANT shall be compensated as follows:
  - 3.1. **AMOUNT NOT TO EXCEED.** Compensation under this Agreement shall not exceed (NTE) amount of **Eighty Thousand, Four Hundred and Fifty-Nine Dollars (\$80,459.00)**, billed on a time-and-material basis. Labor and Expenses will be billed per the attached fee schedule (Attachment "B").
  - 3.2. **PAYMENT.** For work under this Agreement, payment shall be made per invoice submitted by CONSULTANT. CONSULTANT shall not be

compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager.

- 3.3. RECORDS OF EXPENSES. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to the CITY.
- 3.4. TERMINATION. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by the CITY, then the provisions of Paragraph 1 would apply to that portion of the work completed.

#### 4. Insurance Requirements.

- 4.1 COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any cancellation at least thirty (30) days in advance.
- 4.2.1 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. CONSULTANT shall provide a waiver of subrogation and shall waive subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.
- 4.3 INSURANCE AMOUNTS. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in the amount of \$1,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  - (b) Automobile liability in the amount of \$1,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  - (c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT

5. **Non-Liability of Officials and Employees of the CITY.** No Official or employee of CITY shall be personally liable to CONSULTANT in the event of any default, or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants that there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY's employees.

8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All scripts, videos or other documents developed or received by CONSULTANT shall be the property of the CITY. CONSULTANT shall provide CITY with copies of these items upon the earlier of request by the City or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. CONSULTANT:  
  
FEHR & PEERS  
Attention: Spencer Reed  
8141 E. Kaiser Blvd., Suite 110  
Anaheim, CA 92808
  - b. CITY OF GARDEN GROVE: (with a copy to)  
Attention: Alana Cheng Garden Grove City Attorney  
11222 Acacia Pkwy 11222 Acacia Pkwy  
Garden Grove, CA 92840 Garden Grove, CA 92840
13. **CONSULTANT'S SCOPE OF WORK.** This Agreement shall include CONSULTANT's proposal and Scope of Work which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the Scope of Work and this Agreement, this Agreement shall govern.
14. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
15. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that they are familiar with the work to be performed.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, his principals and employees were a

substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required other than those with whom they have worked in the past. CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. CITY will deal directly with and will make all payments to CONSULTANT.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole or active negligence, recklessness and /or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees. This hold harmless agreement shall apply to all liability regardless of any insurance policies are applicable. This policy limits do not act as a limitation upon the amount of the indemnification to be provided by CONSULTANT.
20. **Modification.** This Agreement constitutes the entire Agreement between the parties and supersedes any previous Agreements oral or written. Any modification of this Agreement shall be executed by both the CITY and the CONSULTANT. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to or any modification of those set forth herein, unless such modification of services are authorized in advance and in writing by the City Manager.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate Authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be constructed in accordance with the laws of the State of California. Any action commenced about his Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

25. **Third Party Beneficiary.** Except as may be specifically provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.
26. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

CITY OF GARDEN GROVE

By: \_\_\_\_\_  
Scott C. Stiles  
City Manager

ATTEST:

By: \_\_\_\_\_  
Teresa Pomeroy  
City Clerk

FEHR AND PEERS

By: \_\_\_\_\_  
*Jason D. Pack, P.E.*  
Jason D. Pack, P.E.  
Owner/Principal

4/27/2017

APPROVED AS TO FORM:

By: see next page  
City Attorney

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to CITY.

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

CITY OF GARDEN GROVE

By: \_\_\_\_\_  
Scott C. Stiles  
City Manager

ATTEST:

By: \_\_\_\_\_  
Teresa Pomeroy  
City Clerk

FEHR AND PEERS

By: \_\_\_\_\_  
\_\_\_\_\_  
Owner/Principal

APPROVED AS TO FORM:

By: James H Eggert  
City Attorney

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to CITY.



## **Attachment "A"**

### **Scope of Work**

FEHR & PEERS

**Proposal to Prepare the  
Garden Grove Downtown Parking  
Management Strategic Plan**

## SECTION 5 PROCESS

The City of Garden Grove is requesting a comprehensive study of parking utilization and development of management strategies that will work toward the success of the downtown study area. The downtown study area is encompassed by Grove Avenue and Main Street to the west, Euclid Street and Stanford Avenue to the north, 9<sup>th</sup> Street to the east, and Garden Grove Boulevard to the south. Fehr & Peers will take a detailed look at existing parking policies, standards, supply and demand within the study area, as well as the effect that planned future development and recently adopted plans and policies for the area that may impact future demand. The study will identify custom strategies and standards for management of the study area parking supply, and providing flexibility for future users. It will also provide the City with a new GIS-based parking inventory. To accomplish the aforementioned goals, provided below is a set of tasks developed by Fehr & Peers that will be required to conduct the study. The proposed project schedule is included following the Scope of Work.

Fehr & Peers has reviewed the contract attached to the RFP and respectfully request the changes shown Appendix C.

## SCOPE OF WORK

### TASK 1 INTERNAL TEAM COORDINATION

#### **Task 1.1 Project Kick-Off Meeting**

Fehr & Peers staff will attend the project kick-off meeting to discuss scope of work and schedule with City staff. Existing studies, data, and related material for the study area will also be collected. A project milestone timeline will be developed following this meeting for comprehensive review of project schedule and deliverables.

#### **Task 1.2 Other Meetings and Coordination**

This scope includes budget for up to three meetings and three conference calls with City staff.

### TASK 2 EXISTING PARKING ANALYSIS

#### **Task 2.1 Review Available Data and Document Existing Parking Policies & Management Strategies**

The first key element of the parking study is to develop an understanding of the currently available parking program for the study area. The data to be reviewed will include existing city parking policies, existing

zoning and land use regulations, parking standards, and prior parking studies. This task will require input from City staff to identify and locate the requested material.

The required parking supply will be reviewed based on the existing zoning and land use regulations present in the study area. Changes to the parking supply and findings from previous studies will be reviewed to determine the effect of implementation in the study area. Additionally, a review of the Garden Grove High School parking facilities and operations will be conducted to determine its effect on the study area.

#### **Task 2.2 Document Existing Parking Supply in the Study Area**

Fehr & Peers will develop an inventory of available on-street and available off-street parking spaces currently in study area. The data will include location of parking facility, restrictions on public use, time restrictions, and cost. Off-street parking supply in residential properties will not be surveyed because it is not typically available for public parking. Fehr & Peers will create a GIS map of the existing parking inventory for City use.

#### **Task 2.3 Establish Existing Parking Demand**

A comprehensive parking survey will be conducted for available on-street and available off-street parking spaces identified in the parking inventory. This survey will be conducted on a typical weekday every hour from 8:00 AM to 8:00 PM. The survey will be used to develop an assessment of weekday parking occupancy. Off-street parking supply in residential properties will not be surveyed because it is not typically available for public parking. The data collected will be incorporated in the GIS map of the existing parking inventory for City use.

#### **Task 2.4 Assess Current Parking Conditions**

Data from the previous tasks will be used to identify and quantify existing characteristics of the parking system in the study area including peak demands, parking demand/supply relationships in the study area as a whole, and identification of possible hot-spots of demand in the study area.

The first element of the task will be a careful assessment of the existing supply/demand conditions in the study area. It may be possible for parking spaces in one analysis area to be considered as part of the supply to meet the demand generated in another adjacent area. Issues regarding the on-street versus off-street supply, demand by time of day, relative walking distances, and possible constraints will be identified in this portion of the analysis. The product of this task will be to use the previously prepared GIS map to identify and quantify study sub areas that may have deficiencies in parking supply. A typical standard such as 90% utilization will be used to determine if a parking zone experiences deficiency of parking.

## TASK 3 FUTURE PARKING ANALYSIS

### Task 3.1 Assess Future Parking Conditions

Future parking demand projections will be made for the study area based on the data collected and summarized under Tasks 2.1 through 2.4, including the analysis of existing parking demand and review of recently adopted or under-development plans and policies. Development of future parking demand forecasts for the study area will consist of the following major elements:

- Anticipated buildout of the zoning code, including but not limited to, the horizontal mixed-use project that the City proceeded to amend the CC-1 Mixed Use Zone for to further encourage Adaptive Reuse and preservation of existing cottage neighborhoods. Additional projects to be included beyond the zoning code will need to be identified by City of Garden Grove staff.
- Use of current parking standards per the City of Garden Grove Municipal Code.
- Potential future parking supply projections will be made for the study area based on the existing supply documented in Task 2.3.
- The projected parking demands will be compared with the projected parking supply for the study areas as a whole to estimate any potential shortfalls.

Parking demand information derived from the existing parking demand data and the current parking standards per the City of Garden Grove Municipal Code will be utilized to develop a proposed Downtown Parking Overlay Zone that could be adopted into the City of Garden Grove General Plan.

#### Optional Task 3.1.1 Shared Parking Model

If desired, as an additional option to Task 3.1, Fehr & Peers will utilize its internally developed Shared Parking tool to assist in the analysis of the forecasting of future demand. Our shared parking tool is based on Urban Land Institute's *Shared Parking* (2<sup>nd</sup> Edition) methodology and base rates. This tool is customizable to local settings and could be customized to parking characteristics of the study area using data described under Tasks 2.1 through 2.4. This also allows for adjustments related to internal capture and mode share. This tool will be used to forecast parking demand for the aggregate study area.

Parking demand rate information derived from the existing parking demand data and shared parking tool will be utilized to develop a proposed Downtown Parking Overlay Zone that could be adopted into the City of Garden Grove General Plan.

### **Task 3.2 Evaluation of Potential Parking Strategies**

Based on the forecast of future parking needs, and the evaluation of existing parking conditions documented in prior tasks, parking management strategies will be prepared for the study area. Parking strategies covered will include:

- The evaluation for the need for additional parking supply through the use of a parking structure. This evaluation will be conducted based on the estimated future parking demand, distribution of the existing parking demand, and our experience with parking demand in downtown settings. Site and sizing recommendations will be provided if a parking structure is determined to be necessary to meet future parking demand estimates.
- Other Parking Demand Management strategies could include but are not limited to:
  - Parking fees
  - Time limits and restrictions
  - Assignment of parking
  - Encouraging alternative modes of transportation
  - Access control
  - Enforcement, etc.

### **Task 3.3 Funding Recommendations Review**

Fehr & Peers will review various funding options utilized by three different cities in an effort to finance their parking strategies. Following this review, a menu of funding options will be prepared for City staff to determine what types of funding options they wish to consider for the implementation of their parking strategies. This list will highlight the benefits and drawbacks of each option as well as provide examples of how it has been used in the other cities.

### **Task 3.4 Draft and Final Compilation Memorandum**

A memorandum will be prepared to summarize the data collection effort, maps, assessment of existing and future parking conditions, parking strategies reviewed, and funding recommendations. Based on one set of consolidated comments, the draft memorandum will be revised and a final memorandum will be submitted.

## TASK 4 PROJECT OUTREACH

### **Task 4.1 Meetings**

Fehr & Peers staff will attend one Main Street Commission meeting, one Planning Commission meeting, and one City Council meeting.

### **Task 4.2 Presentations**

Fehr & Peers staff will present the findings of the research to City Council.

## OPTIONAL TASK 5 SURVEY OF DOWNTOWN/CIVIC CENTER PARKING

### **Optional Task 5.1 In-Person Surveys**

If desired as an additional source of anecdotal information about parking conditions, Fehr & Peers will conduct surveys with downtown business owners, downtown/civic center employees, downtown residents, downtown shoppers and diners, and other visitors in the study area. These surveys would be conducted on a typical weekday from 8:00 AM to 8:00 PM through the use of in-field intercept surveys. The results of these surveys will be used to determine parking preferences for the various users of the study area parking system.

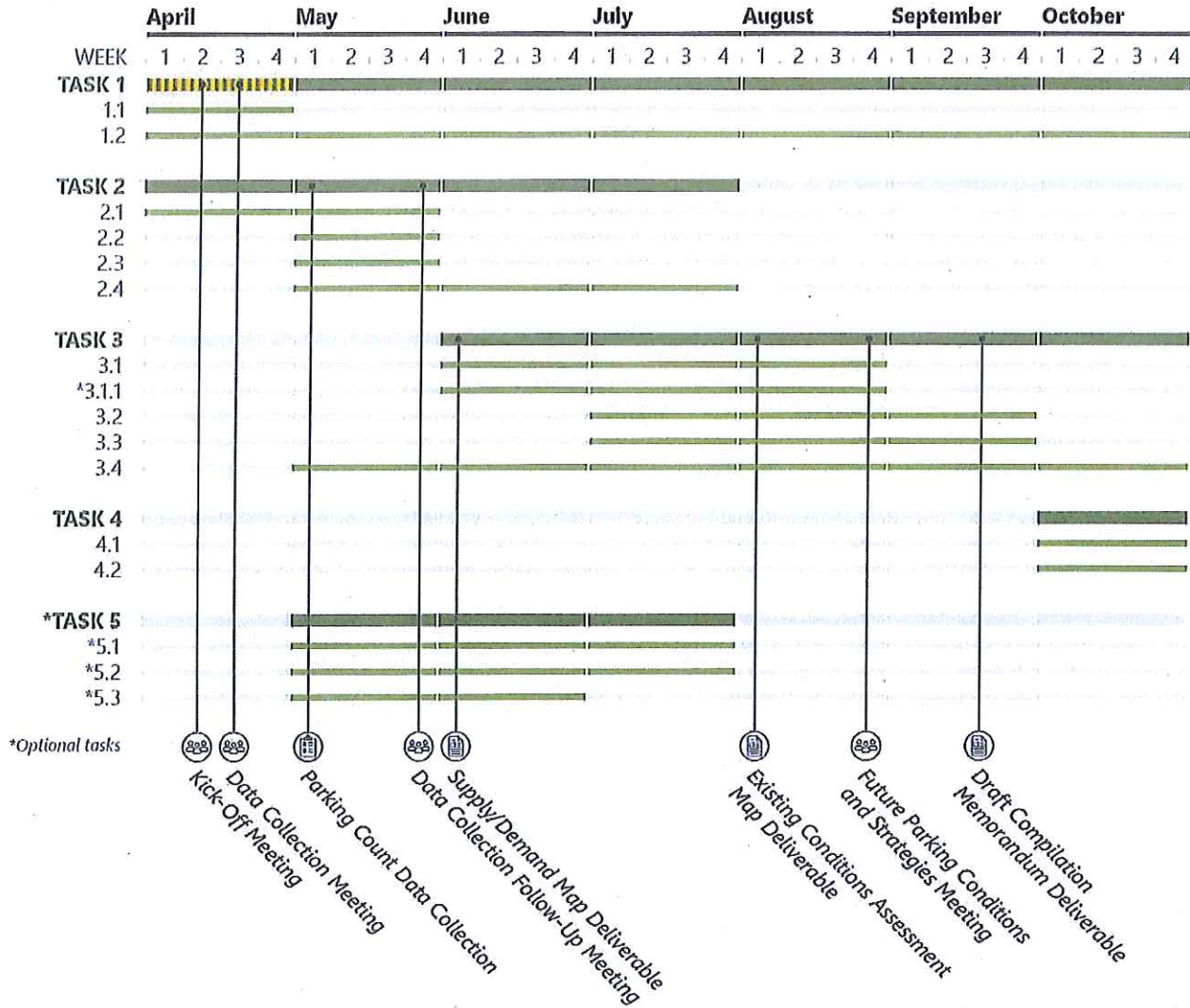
### **Optional Task 5.2 Online Surveys**

If desired as an additional source of anecdotal information about parking conditions, Fehr & Peers will prepare an online survey to be marketed to downtown business owners, downtown/civic center employees, downtown residents, downtown shoppers and diners, and other visitors in the study area. Information regarding the survey will be shared with downtown business owners and civic center employees with the aid of City staff. Additionally, flyers will be posted throughout the study area directing users to the online survey. The results of these surveys will be used to determine parking preferences for the various users of the study area parking system.

### **Optional Task 5.3 Big Data Analysis**

If desired as an additional source of information, Fehr & Peers will purchase cell phone GPS data for zones that contain the study area to determine the geographic distribution of users of the study area parking system.

## SCHEDULE



### Key

- Fehr & Peers
- Garden Grove City Staff
- Meeting
- Data Collection
- Deliverable

### Milestones with Dates to be Determined

- Main Street Commission Meeting
- Planning Commission Meeting
- City Council Meeting
- City Council Research Presentation





**Attachment "B"**

**Rate Sheet**

# FEHR & PEERS

2016-2017

(July 2016 through June 2017)

## Hourly Billing Rates

### Classification Hourly Rate

Principal	\$205.00	-	\$325.00
Senior Associate	\$160.00	-	\$320.00
Associate	\$140.00	-	\$220.00
Senior Engineer/Planner	\$130.00	-	\$180.00
Engineer/Planner	\$105.00	-	\$145.00
Senior Technical Support	\$130.00	-	\$180.00
Senior Administrative Support	\$110.00	-	\$145.00
Administrative Support	\$75.00	-	\$125.00
Technician	\$105.00	-	\$145.00
Intern	\$90.00	-	\$100.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (53.5 cents per mile as of Jan 2017).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

*Fehr & Peers reserves the right to change these rates at any time with or without advance notice.*