

To: Mayor and City Council

From: City Manager

Meeting Date: November 8, 2022

Subject: HISTORIC WHITTIER BOULEVARD - PROFESSIONAL

SERVICES AGREEMENT WITH MIG, INC. FOR THE PREPARATION OF THE SPECIFIC PLAN & MOBILITY

**PLAN** 

# **Recommendation:**

 Authorize the City Manager to execute a Professional Services Agreement with MIG for an amount not-to-exceed \$550,000 to provide technical support for the preparation of the Specific Plan & Mobility Plan for the Historic Whittier Boulevard Revitalization Program.

# Fiscal Impact:

No additional appropriations are required. The fiscal year (FY) 2022-23 Budget reflects a Caltrans grant award balance of \$329,317 (Account No. 699.11.1110-54500-NonCIP.4687), an appropriation of \$25,015 (Account No. 207.20.11.1110-54500-NonCIP.4687) in local Measure R matching funds, and a carried over General Fund appropriation of \$448,115 (Account No. 100.11.1110-54500-NonCIP.4687) toward the Historic Whittier Boulevard Specific Plan.

# **Background:**

After in-depth analysis, community engagement, and guidance from City Council through the Ad-Hoc Economic Development Committee, the corridor revitalization program was born as a meaningful approach to stimulate new, smart growth and community development. Five (5) major corridors – two (2) rivers and three (3) commercial corridors – were identified as high priority based on their ability to build on and leverage existing efforts and resources; compete for regional, State and federal funding opportunities; and to drive long-term positive change. Building on these criteria, Whittier Boulevard was also determined to offer the greatest potential for revitalization given the strong cultural and historical significance within the region.

Staff developed the Historic Whittier Boulevard Revitalization Program as a comprehensive approach to strategically align policies, projects, and investment priorities and position the City to capitalize on a wide range of forthcoming public and private

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funding opportunities. From the inception of the Program in mid-2021, the City has successfully secured multiple competitive grants and private investments dedicated to Whittier Boulevard.

In June 2021, the City was awarded a \$332,000 grant from the Caltrans Sustainable Transportation Planning Grant Program to develop a multi-modal transportation plan and a streetscape design manual for Whittier Boulevard. In October 2021, the City secured a \$100,000 commitment to establish a business improvement district. In November 2021, Pico Rivera crafted a 6-city route and helped secure a \$500,000 LA Metro grant to host the Eastside Open Streets Festival along Whittier Boulevard. In February 2022, Pico Rivera received a \$1 million acquisition-only grant from Los Angeles County to purchase and transform the former Montebello Bus Depot into an innovative neighborhood park. In March of 2022, the City was awarded two (2) major grants for a total of \$4.2 million from the Caltrans Clean California Grant Program to install native, drought resistant landscaping and beautify major corridors, including Whittier Boulevard. In March 2022, the City secured \$244,100 from the Rivers and Mountains Conservancy (RMC) for a dedicated bicycle and pedestrian bridge adjacent to Whittier Boulevard. In February 2022, the City executed a \$30 million enterprise agreement to install a 10G fiber optic broadband network and listed Whittier Boulevard as a high priority.

The City has also demonstrated a firm commitment to the Program by appropriating funds through the annual budgetary process. In April 2022, the city appropriated \$450,000 to develop a comprehensive Specific Plan for Whittier Boulevard and Durfee Avenue to officially formalize the vision for revitalizing the Historic Whittier Boulevard in Pico Rivera. Most recently, the City closed escrow on a strategically located property in the heart of the "uptown" district and will soon explore new, catalytic development opportunities. These projects collectively make up the comprehensive Historic Whittier Boulevard Revitalization Program.

To advance State-level goals regarding strong community participation and develop a community-oriented final product, the grant program guidelines and scoring criteria offered favorable points to city applicants that incorporate non-profit organizations as formal sub-applicants and official project partners. As a result, the city partnered with CivicWell (formerly the Local Government Commission) as the official sub-applicant to provide program management and project coordination services. To further strengthen the application, CivicWell has committed to sub-contracting a local non-profit organization to support community outreach, engagement, and communication efforts. CivicWell will be responsible for sub-contracting their services based on a mutually agreeable scope of work. On August 10, 2021, the City Council approved Resolution No. 7146, which memorialized the project itself, the management approach, and authorized the City Manager to execute a Restricted Grant Agreement with Caltrans.

On May 10, 2022, the Pico Rivera City Council approved the Professional Services Agreement with CivicWell to help manage and coordinate across multiple projects and to develop and implement an overarching communications plan for the full Historic Whittier

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Boulevard Revitalization Program, which currently includes the following projects:

- Whittier Boulevard Specific Plan
- The Multi-Modal Plan & Streetscape Design Manual
- Eastside Open Streets Festival
- Business Improvement District
- Trail Connection to Pio Pico State Historic Park
- The Passons Active Depot The PAD
- The Pavement Overlay Project
- The Median Beautification Project

# **Discussion:**

The Whittier Boulevard Specific Plan will undertake an ambitious two-year planning effort to develop a comprehensive vision, goals, objectives, and guiding policies that will inform, but not be limited to the following major chapters of the plan:

- Land Use, Zoning & Housing
- Infrastructure Needs
- Economic Development & Special Districts
- Value Capture, Finance & Investment Mechanisms
- Parks, Open & Recreation Space
- Multimodal Transportation & Circulation
- Community Design Manual, Design Guidelines, Implementation Standards
- Environmental Justice & Climate Resilience

The Caltrans funded Multi-Modal Streetscape Plan will essentially serve as the Transportation & Circulation and Community Design chapters of the Specific Plan for the Historic Whitter Boulevard Revitalization Program. As a result, close coordination is required to ensure consistent messaging, timely submission of deliverables, and contractual performance monitoring and reporting.

The project area generally encompasses the east-west Whittier Boulevard commercial corridor between the western city boundary shared with the City of Montebello and the eastern city boundary shared with the City of Whittier. The project area also includes a portion of the north south Durfee Avenue corridor extending from Bartolo Avenue on the north end to Passons Boulevard on the south end.

As part of their scope of work, CivicWell provided support in crafting a request for proposals to solicit, evaluate, select, and help manage a professional team of technical consultants that will ultimately be responsible for developing the final Specific Plan for Whittier Boulevard.

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# Technical Consultant Procurement Process

On Monday, August 1, 2022, the City of Pico Rivera published a Request for Proposals (RFP) for a technical consultant team to prepare the Historic Whittier Boulevard Specific Plan and related documentation for environmental clearance for Whittier Boulevard and Durfee Avenue. The Plan will serve as the foundation for establishing a formal "uptown" district within the city. The Specific Plan shall include a multimodal and streetscape design plan that will serve as an independent deliverable to the Caltrans Sustainable Communities Grant Program.

A total of five (5) proposals were submitted by the deadline of Friday, September 9, 2022. Proposals were then evaluated and scored by a diverse panel of ten (10) members consisting of city staff and CivicWell staff. Upon tallying all the scores, MIG, Inc ranked number one and truly demonstrated to have the most ideal qualifications and experience that aligned with the project goals, objectives and needs articulated in the RFP. Below please find a summary of the scoring process.

	Whittier Blvd. Specific Plan & Multimodal Plan														
						Р	roposal	Review	& Scori	ng				Phase 1	
#	Proposer				Total	Average	Phase 1								
		1	2	3	4	5	6	7	8	9	10	Points	Points	Rank	
1	Dudek	4.695	3.875	4.175	4.050	4.500	4.100	4.225	2.960	1.700	4.600	38.88	3.888	2	
2	Gruen Associates	4.230	3.725	3.500	4.300	3.300	3.675	3.925	2.490	2.075	3.700	34.92	3.492	4	
3	Kimley Horn	4.300	4.150	3.775	3.975	3.000	3.500	3.500	2.720	1.775	3.800	34.50	3.450	5	
4	MIG	4.670	4.450	4.550	4.250	4.500	3.675	4.300	3.240	2.225	5.000	40.86	4.086	1	
5	Placeworks	4.460	4.000	4.075	4.350	4.400	3.350	4.100	3.860	2.075	4.000	38.67	3.867	3	

Although MIG scored the highest, staff felt it was important to conduct interviews with the top three firms. Each firm was asked to prepare a presentation deck consisting of 5 slides to illustrate their understanding and overall approach to the project. A smaller interview panel reconvened to exchange notes and comparatively assess the strengths and areas of improvement of each firm. The objective scoring results were reaffirmed by the unanimous consensus that MIG, Inc. demonstrated the greatest ability to fulfill the requirements of this project.

# MIG, Inc.

MIG is a national leader in delivering community-driven planning processes that bring together disparate communities and stakeholders to develop transformative places built on community pride. MIG has extensive experience in completing complex, multidisciplinary projects as a multidisciplinary firm with offices in Los Angeles, throughout California, and cities like Austin, Denver, and Seattle. The MIG Team is also well versed in implementing and monitoring grant-funded projects, including meticulous documentation and invoicing to demonstrate that funds are being used as intended. MIG project managers are responsible for not just managing project budgets and deliverables but are also active participants in project development. They work on fewer projects

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overall but devote more time to individual projects. Additionally, MIG has a wide range of staff expertise to advise on any topic. These characteristics all ensure MIG's commitment to managing task orders and completing all required work. In addition to MIG's experience and capabilities for completing this work, they have assembled a project team that can relate to and considers some of the key issues within the City.

Most importantly to this project, MIG is at the forefront of urban planning and development innovation. MIG is leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

Pertaining to this project, MIG holds expertise in the following fields of study:

- Specific Plan and General Plan Update Process Strategy, Policy Development, and Legal Adequacy
- Zoning/Development Codes and Design Guidelines, and Development Standards
- Visioning and Community-Based Planning
- Urban Design, Complete Streets, and Placemaking
- Sustainability and Healthy Community Planning
- Community Engagement and Public Outreach
- Landscape Architecture and Green Infrastructure
- Environmental Planning and Analysis
- Web Design and Technology
- Mapping, GIS Analysis, and Graphic Design

As required in the RFP then reflected in the Scope of Work, MIG also brings forth a unique and innovative approach to the urban planning process that elevates the community's ability to engage and participate in the decision-making process. In addition to traditional means of engagement, residents and stakeholders will be introduced to modern-day tools such as 3-dimensional geographic information systems, virtual reality, and augmented reality to help visualize and interact with proposed future build-out scenarios. Furthermore, MIG's proposal thoroughly captures and integrates the City's intent to partner with non-profits, and high school, college, and university-level educational institutions to explore the establishment of an urban planning design studio and innovation lab dedicated to workforce development opportunities within, but not limited to the fields of public administration, urban planning and design, multimodal transportation planning, environmental resilience, civil engineering, capital infrastructure programming, public policy, and project management. Beyond the technical merits, MIG demonstrated that they wholeheartedly share similar goals with the city, and they are aptly prepared to undertake this project as a vested partner.

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# **Conclusion:**

After reviewing all proposals and interviewing the top three (3) technical firms, staff is confident that the MIG is the most appropriate firm to develop the Historic Whittier Boulevard Specific Plan and Mobility Plan. Staff recommends approving the Professional Services Agreement with MIG, Inc. for a not-to-exceed amount of \$550,000.

Steve Carmona

SC:AG:JH:smc

Enclosure: 1) Professional Services Agreement

# AGREEMENT NO. \_\_\_\_\_ PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND MOORE IACOFANO GOLTSMAN, INC. (MIG)

# 1. <u>IDENTIFICATION</u>

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and MOORE IACOFANO GOLTSMAN, INC. (MIG) ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

# 2. RECITALS

- 2.1 City has determined that it requires professional services from a consultant to provide land use planning, multimodal transportation planning, community engagement, street and landscape architecture, economic analysis, development standards and zoning codes, environmental analysis, and technology integration services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW**, **THEREFORE**, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

# 3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in the Consultant's November 1, 2022 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's November 1, 2022 proposal to City attached hereto as Exhibit "B."
  - 3.3 "Commencement Date": November 8, 2022
  - 3.4 "Expiration Date": November 8, 2024

# 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

# 5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such

changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **FIVE HUNDRED AND FIFTY THOUSAND DOLLARS (\$550,000)** unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

# 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

# 7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

#### 8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

# 9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by

Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

# 10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Richard D. Barrett, Principal-in-Charge shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

# 11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

# 12. INDEPENDENT CONSULTANT

- 12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.
- 12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social

Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours, Consultant may set its own hours and location of work.

# 13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

#### 14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the 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.

## 15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

- 15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.
- 15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant's failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.
- 15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

# 16. <u>INSURANCE</u>

- 16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
  - 16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:
    - 16.1.1.1 Premises, operations, and mobile equipment
    - 16.1.1.2 Products and completed operations
    - 16.1.1.3 Broad form property damage (including completed operations)
    - 16.1.1.4 Explosion, collapse, and underground hazards
    - 16.1.1.5 Personal Injury
    - 16.1.1.6 Contractual liability

in the amount of Two Million Dollars (\$2,000,000) per occurrence combined single limit; Four Million Dollars (\$4,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars (\$5,000,000) umbrella or excess liability.

- 16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence of claim Four Million Dollars (\$4,000,000) in the aggregate.
- 16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- 16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.
- 16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-

insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

- 16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- 16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

# 17. MUTUAL COOPERATION

- 17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.
- 17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

# 18. <u>RECORDS AND INSPECTIONS</u>

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

# 19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

# 20.NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

# If to City:

Steve Carmona, City Manager City of Pico Rivera PO Box 1016 6615 Passons Blvd. Pico Rivera, California 90660-1016

#### If to Consultant:

Richard D. Barrett, Principal-in-Charge MIG, Inc. 537 S. Raymond Avenue Pasadena, CA 91105 626-744-9872

# Invoice copies to:

Financedepartment@pico-rivera.org

# And a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney 13181 Crossroads Parkway North Suite 400 - West Tower City of Industry, CA 91746 Facsimile: (562) 692-2244

# 21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

# 22. TERMINATION

- 22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as

solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

# 23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

# 24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

# 25. WARRANTIES

- 25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.
- 25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.
- 25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has

the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

# **26. CAPTIONS**

- 26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
- 26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

# 27. NON-WAIVER

- 27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.
- 27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

# 28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

# 29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

# 30. GOVERNING LAW

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

# 31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

# 32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

[THIS SECTION LEFT INTENTIONALLY BLANK]

PROFESSIONAL SERVICES AGREEMENT **MOORE IACOFANO GOLTSMAN, INC. (MIG)** Page 13 of 15

**TO EFFECTUATE THIS AGREEMENT,** the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY" CITY OF PICO RIVERA	"CONSULTANT" MOORE IACOFANO GOLTSMAN, INC. (MIG)
Steve Carmona, City Manager	Richard D. Barrett, Principal-in-Charge
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM:
Anna M. Jerome, City Clerk	Arnold M. Alvarez-Glasman, City Attorney

PROFESSIONAL SERVICES AGREEMENT **MOORE IACOFANO GOLTSMAN, INC. (MIG)** Page 14 of 15

# EXHIBIT A SCOPE OF SERVICES

# Scope of Work

Unless otherwise noted, deliverables will assume one (1) round of City review and comment with updates by the MIG team.

#### Task 1 – Project Management

MIG will ensure that public outreach and engagement will work hand-in-hand with project management throughout the entire project. This will help ensure a consistent process that builds consensus toward the final Historic Whittier Boulevard Specific Plan (HWBSP). Prior to the kickoff meeting, MIG will coordinate with City staff for attendance, site touring, stakeholder groups, and other kickoff logistics. For this proposal, MIG uses the Project Management Team (PMT) to designate MIG Project Manager (PM) and Principal-in-charge (PIC), as well as the Project Managers from the City of Pico Rivera, CivicWell, and Day One.

#### Task 1.1 - Project Kickoff

The project kickoff will ensure that the City and MIG team have a shared understanding of the context in which the Plan will be developed. The project kick-off is to be completed in two phases, which could include multiple individual sessions. An outline of events include:

Virtual Kick-off (2-3 hours)

- Core Project Team Meeting establish team and project communications, processes, and protocols; confirm the Project Area boundary and context; discuss existing/baseline conditions, the PR 2035 initiative, the Whittier Boulevard Revitalization program, scope of work, and technical analysis; and coordinate the Pico Rivera Design Studio logistics; as well as clarify roles and responsibilities.
- Individual and/or shared meetings to confirm the planning process, plan context, and key opportunities and constraints that include City Departments as appropriate (e.g., Public Works; at a staff/director level to be determined by City staff)

In-person Kick-off (half-day) – 12/15

- Kick-off event
- Individual and/or shared meetings to confirm the planning process, plan context, and key opportunities and constraints.
  - City Departments as appropriate (e.g., Public Works; at a staff/director level to be determined by City staff)
  - Other project teams (e.g., landscape median project)
  - Stakeholders
- Site Tour document conditions and discuss opportunities within the study area. Site tour would also include tour of the Pico Rivera Design Studio space.

The MIG team will have up to six staff persons attend the kickoff meeting and tour of the Project Area.

#### Deliverables:

- Kickoff Summary email (key take-a-ways, action items)
- Draft action plan for technical analysis

#### Task 1.2 - Management Plan

Following the kickoff meeting, the MIG team will provide a draft Project Management Plan (PMP) with any updates and refinements to the scope of work, timeline, and logistics for communication and tracking. The MIG team will finalize the PMP based on one round of feedback from the City.

#### Deliverables:

- Draft and Final PMP
- Monthly activity and progress reports (approximately one-page Memo)
- Monthly invoices

#### Task 1.3 - Project Team Meetings

MIG proposes bi-weekly virtual check-in meetings among the PMT (MIG PM, PIC and City, as well as CivicWell and Day One if their scope permits). In addition to the PM and PIC, MIG assumes other staff and subconsultants will periodically attend check-in meetings to present information and discuss topics relative to their particular expertise and work on the project.

MIG will lead coordination and management of subconsultants regarding monthly invoices and scheduling participation of subconsultants in monthly check-ins between MIG team and City. Subconsultants have provided budget to attend up to 12 meetings.

#### Deliverables:

- Bi-weekly check-in meetings
- Project meeting agendas, attendance, notes, and action items

#### Task 1.4 - Pico Rivera Design Studio

The MIG team will use the anticipated Pico Rivera Design Studio (PRDS) to establish an immersive relationship with the community, particularly a youth ambassador's program (Task 3.1) that includes local high school students and university students throughout the Los Angeles region, as well as complete project specific work. MIG will support the City, CivicWell, and Day One in the development of the plan for the youth ambassador's program. Additionally, MIG proposes to coordinate with the University of Southern California (USC) Sol Price School of Public Policy to develop an urban design studio semester, or partial semester, to work on sites and/or issues related to the HWBSP for the Spring 2023 and/or Fall 2023 term(s). MIG will determine a set working schedule on-site as well as the necessary technology/building updates based upon conversations and with the City, CivicWell, and Day One during 2022.

MIG anticipates an open-door policy when staff are present at the PRDS, which will encourage community members to enter the studio and engage in informal conversations. The PRDS will also be used for scheduled events with the community, city staff, and technical experts (subconsultant team or others).

Community relationship and engagement work could include informal interfacing and conversations with the community to provide in-person mentorship, sharing knowledge and skills, offering informal job training, and exposing high school project ambassadors and college/university students to the various fields of study associated with the Multimodal Plan and Specific Plan. Additionally, and depending upon the selected visualization tools, the PRDS could act as the start/finish for an Augmented Reality "scavenger hunt" through the study area and/or a Virtual Reality station for the community to experience virtual reality walk-through models.

Project specific work for the project completed by MIG staff could include existing conditions analysis and building virtual 3D models; design charrettes between the MIG team and others (e.g., City staff or students) for design frameworks, conceptual design, and preferred design concepts; formal community engagement events and presentations; and drafting the draft and final Multimodal and Specific Plans.

With the PRDS anticipated to be operational in Spring 2023, the MIG team will finalize the on-site working schedule with the City during 2022. Concurrently during 2022, MIG will provide recommendations of requirements for renovations of the physical space (e.g., outlets, lighting, Wi-fi, network connection capabilities, etc.) to support scoped working tasks. MIG anticipates that the PRDS physical space will be a "working studio condition" that could be partially unfinished spaces.

MIG is proposing that one MIG staff person will be located at the PRDS for one full day each week (for most weeks) once it is operational (anticipated Spring 2023) through the end of the project schedule in June 2024. In total, this is approximately 400 hours of MIG staff time. MIG will develop a regular schedule (e.g., specific day of the week) for MIG staff to be present at the PRDS through coordination with City/Day One/Civic Well staff and other City projects. Those 400 hours are not reflected in the Fee Matrix under Task 1.4, but would come from other tasks (e.g., 2.1, 3.7, 4.1, etc.). The hours shown under Task 1.4 represent budgeted time for coordinating with high school and college/university students, as well as informal conversations with community members who "drop-in" on the PRDS. In addition to MIG's time, Fehr & Peers is including 20 hours of staff time and EPS is including eight hours of staff time for participation and support at the Pico Rivera Design Studio to provide mentorship, transfer knowledge, and expose local students to the transportation aspects of the project and industry. JMD staff, who are already working in Pico Rivera, will be available to participate in meetings at Pico Rivera's design studio once a month, as needed.

If the PRDS cannot become operational on schedule, or during the project period, MIG will conduct activities defined in this task 1.4 at City Hall.

#### Deliverables:

- Tentative on-site work schedule from 2023-2024
- High-level outline and overview of activities and outcomes including activities related to the Youth Ambassador's program, USC semester program(s), and other programs, activities, and outcomes of the PRDS. The City understands that this information may be used as a deliverable under a subsequent task, such as an appendix to the Specific Plan (task 4).

# Task 2 – Background, Discovery, and Existing Conditions

Fehr & Peers will support the assessment of the existing transportation network, transportation policies, and multimodal data in the study area in Tasks 2.2 and 2.3.

# Task 2.1 - Field Survey and Base Mapping

The MIG team will rely on multiple data sources to document existing conditions, opportunities, and constraints. The existing conditions mapping will utilize publicly available GIS information, UrbanFootprint, and consultant GIS libraries; observations from the site tour; input from engagement events and the Pico Rivera Design Studio; as well as additional information requested from the City such as current and past redevelopment plans, street as-built drawings, and other available data such as parking studies or sales tax data. MIG will develop a series of maps showing existing conditions for key elements, as well as a few maps that diagram overall opportunities and constraints. After the completion of the Project Kickoff, MIG will prepare a Draft Action Plan for Technical Analysis that will include a Request for Information and outline maps to be developed.

This task will also include initial development of a 3D model of existing conditions. At this stage of the project, the 3D model of the study area will be a simple building envelope (aka clay model) extruded from GIS based building footprints and outline of City blocks. This 3D model will provide the basis for future virtual visualization tools for proposed conditions, as well as can be used to present some existing conditions analysis in place of 2D plan view maps. MIG will use SketchUp to develop the 3D model but can utilize other modeling software (e.g., Rhino) as determined during project kick-off.

Related to economic conditions, the MIG Team will evaluate the demographic, economic, and market dynamics facing the Project Area as a basis for identifying current drivers and future opportunities for the corridor. This will include an analysis of current demographic, economic, and real estate market trends within various overlapping Trade Areas (e.g., City of Pico Rivera, the Gateway Cities region, and Los Angeles County) as well as the Project Area's strengths, weaknesses, opportunities, and threats. This analysis will be informed by a comprehensive review of a variety of public and private data sources, including US Census, CoStar, Zillow, SCAG, and others, as well as discussions with City staff. The goal of this task is to identify various industry segments and development types that could be successful along Whittier Boulevard, as well as potential opportunity sites that may help drive desired revitalization of the corridor. The evaluation will inform the market demand, development feasibility, and economic development analysis to be completed in Task 4.2.

#### Deliverables:

- Action Plan for Technical Analysis Memo
  - o Request for Information
  - Map set outline
- Draft and Final Existing Conditions Analysis PPT format
- Virtual 3D model (clay model level of detail) of existing conditions for study area

#### Task 2.2 - Policies, Plans, and Program Assessment

The City of Pico Rivera, Gateway Cities Council of Governments (GCCOG), and regional entities such as Metro and SCAG have completed local and regional active transportation planning efforts that impact planning, funding, and implementation. The MIG team has provided budget to review up to eight (8) documents. Documents we expect to review include, but are not limited to:

- City of Pico Rivera General Plan
- Transportation-related standards and policies (e.g., rail corridors)
- SCAG 2020-2045 RTP/SCS
- Plans for local and regionally significant corridors such as I-605 and Rosemead Boulevard
- Eastside Gold Line Extension
- River Park District (SB 268)

In addition to reviewing and summarizing key take-a-ways that impact development of the HWBSP from existing plans and policies, the MIG team will identify case studies that demonstrate successful precedents, particularly related to specific disciplines and project goals that will be determined through the community visioning phase. MIG will use the case studies to establish connection between existing conditions analysis and community visioning. MIG understand the case studies will help to demonstrate what could be possible for the study area to the community, which will support the development of overall frameworks and design concepts. The case study materials would be showcased at the PRDS, incorporated into outreach materials, as well as incorporated into formal community engagement events, particularly the first round of the Community Design Charette.

The specific discipline case studies to be included (e.g., Mobility, Economic Development, Urban Design, etc.) will be determined through biweekly meetings with City staff, emerging existing conditions analysis, and initial conversations with the community and stakeholders. MIG will develop a PPT of key case studies (4-6) and their key considerations for Pico Rivera.

#### Deliverables:

- Summary memo of impacts of regulatory plans/documents on the Project Area
- Draft and Final PPT of Case Study Plans

#### Task 2.3 - Multimodal Data Collection and Assessment

Fehr & Peers will lead the collection and analysis of multimodal transportation conditions. To help understand infrastructure and activity levels, Fehr & Peers will inventory existing and planned facilities from the sources above, and also review vehicle, bicycle, pedestrian, and transit data collected by the City and/or submitted with recent reports. In order to supplement available data and fill potential gaps, we are including budget for screen line counts at two locations that would obtain daily vehicle speed and volume, and count the number of pedestrians or cyclists for a two-hour peak commute period. We also propose to collect PM peak-hour intersection counts at two locations. These counts would include vehicles, bicycles, and pedestrians at two intersections.

In addition to Fehr & Peers leading data collection, the MIG team will integrate the youth ambassador's program in the collection of existing conditions data. The participation of the youth ambassadors will be developed as part of the Community Engagement Plan (CEP – Task 3.1). The MIG team understands the youth ambassadors can assist in the collection of data such as bike/ped/car/parking counts, documenting landscape conditions, as well as ground-truthing infrastructure/land use existing conditions.

Within the study area, on-street parking is only available in a few streets such as Durfee Avenue. The bulk of the parking in the area is off-street and is located as part of private developments. Since the vast majority of the parking is privately owned and recent market conditions have led to numerous vacancies at commercial centers, we propose to discuss parking demand qualitatively based on fieldwork observations within the study area. Collecting quantitative hourly supply and occupancy data can be costly and may be best reserved for key opportunity sites or high-demand areas, where a fine-grained understanding of parking may present new development opportunities or an opportunity to enhance access to a popular destination. MIG team proposes to provide qualitative study of parking as part of Task 2.3, a quantitative analysis of parking is proposed to be completed as part of Task 4.2. The qualitative analysis completed in Task 2.3 will be able to inform the appropriate scope and budget of a quantitative parking study in Task 4.2. Additionally, completing the quantitative study in 4.2 will benefit from stakeholder conversations with study area property owners and exploration of proposed build-out/mobility concepts so the quantitative study can be targeted for areas that can accommodate changes in parking.

Fehr & Peers will also conduct a five-year collision analysis to understand hot spots and collision profiles along the Whittier Boulevard corridor. This analysis will focus on questions like:

- How frequent are collisions?
- Are people involved in collisions typically driving, walking, or on a bicycle?
- Do injuries result in severe injuries or fatalities? Are the proportion of people injured even among the different travel modes?
- Are there patterns, in terms of locations, collision types, and users that can be gleaned from the collision history and ways to help prevent collisions in the future?

The collision analysis will develop a map and table with frequency along the corridor, high-frequency and high-injury collision locations, and a summary of any observed patterns within the collision analysis.

Finally, one interesting question to explore is the proportion of traffic traveling on Whittier Boulevard that passes through without starting or ending their trip in Pico Rivera. Understanding the proportion of vehicles that simply drive through the study area can be helpful for informing strategies. Fehr & Peers will provide traffic modeling to answer the question of the relationship between pass-through traffic and origin/destination vehicle traffic (completed in Task 4.2). For example, if a high proportion of vehicles drive through the study area without stopping in Pico Rivera, that may suggest enhancements to walking and biking facilities can enhance economic vitality by making it more inviting for visitors to stop by, while also serving and working to increase the proportion of local trips that can be made to and within the study area by transit, foot, or bike; thereby benefitting people and

businesses nearby. The traffic modeling and analysis will be framed to provide recommendations for multimodal street improvements, as well as supporting related grant applications for additional study and/or implementation. This pass-through vs. origin/destination analysis will be completed concurrent with economic market analysis that will also be completing an analysis of destinations within the study area/city/region; that economic and mobility analysis will be integrated to discover opportunity/constraint relationships, as well as complementary recommendations.

In summary, Fehr & Peers will undertake data collection, analysis, mapping, and documentation of transportation-related data to support existing conditions. Our work will largely be based on existing databases and resources, and will focus on mapping, analysis, and update of the following data within the Specific Plan study area:

- Transit Network, including existing and planned or proposed transit routes and stop locations. Boarding
  and alighting data within the study area will be requested, and planned linkages to major transit
  connections (e.g., BRT on Rosemead Boulevard) will also be identified.
- Non-Motorized Network, including the existing and planned bicycle network and existing infrastructure
  for people walking, biking, or taking the bus in the study area and the presence of any bike share and/or
  micro mobility services will be identified.
- Roadway Network, including roadway classifications, posted speed limits, presence of on-street parking, and any available historic intersection or segment traffic counts. This review will rely heavily on the availability of existing City databases.
- Parking, including identification of on-street parking and public off-street facilities. If City inventories of
  off-street private parking are available, these will be incorporated into the review.
- Collision statistics for the most recently available five-year dataset obtained from the Statewide Integrated Traffic Reporting system (SWITRS).

#### Deliverables:

Multimodal Analysis incorporated into Task 2.1 Deliverable

#### Task 3 – Community Outreach and Engagement

The MIG team assumes that CivicWell and Day One will lead many tasks related to Community Engagement. Our team is experienced with this project organization and are looking forward to integrating our work with CivicWell and Day One.

Fehr & Peers, EPS, and JMD will support the team with participation at public engagement events such as public meetings (3.3, 3.5), project advisory group meetings (3.2), technical advisory group meetings (3.4), or the community design charrette (3.8). At this time, 20 hours of both Fehr & Peers and EPS staff time are scoped. For Fehr & Peers this equals four to five in-person meetings/eight to ten virtual meetings. For EPS this equals two to three in-person meetings or four to five virtual meetings. The number of meetings available for subconsultants will depend on meeting duration and level of materials preparation.

#### Task 3.1 – Community Engagement Plan

MIG assumes that CivicWell will lead the development of the Community Engagement Plan (CEP). As part of the CEP, CivicWell and Day One will integrate details of the youth ambassador's program into the CEP with input from MIG. MIG understands the youth ambassador's program will be able to assist on a variety of tasks including existing conditions data collection. MIG can provide input to the CEP based upon our extensive experience with community engagement led planning projects, especially focused on engaging individuals, groups, and communities that have historically been left out of typical planning processes. MIG can provide input on youth

ambassador's program, stakeholder groups, outreach and messaging strategies, internal tracking logistics, process for incorporating community feedback into plan development, and other topics.

#### Deliverables:

- One summary memo and one round of comments on CEP
- PPT Template to be used for Community and Stakeholder Presentations

#### Task 3.2 - Project Advisory Group Meetings

MIG will attend four Project Advisory Meetings during the project. MIG assumes makeup, coordination, and scheduling of the Advisory Group and meetings will be led by CivicWell and Day One. MIG proposes to provide input on timing of Advisory Group Meetings relative to plan development and milestones, as well as input on meeting agendas. Additionally, MIG can develop materials, such as a PowerPoint Presentation (PPT), to inform plan progress (e.g., concept and strategies) and prompt strategic discussions related to community engagement, project vision, and other topics.

#### Deliverables:

- Attendance at four (4) meetings by two MIG staff
- Summary notes from each meeting

#### Task 3.3 - Policymaker Engagement

MIG has provided budget to support a variety of ways to directly engage with or support City staff with Policymaker Engagement meetings. These hours are separate from plan approval meetings scoped in Task 5. MIG assumes grouping of policymaker bodies, coordination, and scheduling of the policymaker meetings will be led by CivicWell and Day One. The proposed hours could accommodate any of the following, individually or in combination:

- Participate in one-on-one meetings with policy makers (up to 4 1-hour meetings)
- Participate in prep sessions with City staff who will attend policymaker meetings (up to 6 1-hour sessions)
- MIG can assist in developing materials, such as a PowerPoint Presentations (PPT), to inform plan progress (e.g., concept and strategies) and prompt strategic discussions related to community engagement strategy, project vision, preferred concepts, and other topics.
- MIG can develop materials in PPT format to provide background of technical topics for disciplines (e.g., benefits of form-based zoning code), impacts from new legislation (e.g., AB 2097), or other topics to support City staff conversations with Policymakers

#### Deliverables:

 As determined by participation event. Could include PPT slides incorporated into City Staff presentations to policymakers; notes from one-on-one meetings; and/or preparation questions and notes from prep sessions

#### Task 3.4 – Technical Advisory Group Meetings

MIG will attend up to eight Technical Advisory Group (TAG) meetings. MIG assumes makeup of TAG participants, coordination, and scheduling of the TAG meetings will be led by CivicWell and Day One. MIG proposes to provide input on timing of TAG meetings relative to plan development and milestones, as well as input on meeting agendas. Additionally, MIG can assist in developing materials, such as a PowerPoint Presentation (PPT), to inform

plan progress (e.g., concept and strategies) and prompt strategic discussions related to community engagement strategy, project vision, preferred concepts, and other topics.

#### Deliverables:

- Attendance at eight (8) meetings by two MIG staff
- Summary notes from each meeting
- Draft PPT slides for each meeting with one round of updates; one round of MIG comments on Final PPT to be updated by CivicWell (MIG assumes PPT will be finalized by CivicWell)

#### Task 3.5 - Community Design Charrette

MIG assumes that CivicWell and Day One will lead the coordination, scheduling, and advertising of the Community Design Charrette. MIG assumes that we will co-lead the planning and events of the Community Design Charette with CivicWell. We propose the Community Design Charette will utilize the Pico Rivera Design Studio space to provide a range of presentations and activities open to the public as well as oriented to targeted audiences that would create connections between overall vision/goals/principles, existing conditions analysis, and proposed design frameworks and concepts (e.g., streetscape and build-out scenarios).

MIG will attend six days of a Community Design Charette. MIG anticipates the first phase would occur around April/May 2023 and the second phase is anticipated to occur in September 2023 to coincide with the Open Streets Event. The community design charrettes could take place over three full days each, a combination of full/half days, as well as combined with other events to maximize the impact with the community. The first Community Design Charrette will focus on community visioning and emerging concepts, specifically could include:

- Presentation (PPT and/or Boards) for overview/background of the project
- Confirming the community vision,
- Presentation (PPT and/or Boards) existing conditions analysis including case studies
- Presentation (PPT and/or Boards) of draft overall frameworks and exercises for developing overall frameworks
- Presentation (PPT and/or Boards) of initial concepts and exercises for developing concept designs
- Introduce VR/AR examples from other cities to explore concepts for inspiration

The second Community Design Charette will focus on selecting preferred concepts and strategies for implementation, specifically could include:

- Presentation (PPT and/or Boards) build-out scenario concepts
- Presentation (PPT and/or Boards) streetscape concepts
- Presentation (PPT and/or Boards) of initial preferred build-out scenarios and streetscape concepts
- Exercises for community to develop preferred build-out scenarios and streetscape concepts
- Virtual reality (VR) and/or augmented reality (AR) environment(s) that displays proposed conditions
- Demonstration projects of proposed/preferred concepts

MIG will develop specific objectives, engagement events, target audiences, and other specifics for the two Community Design Charrettes as part of the Community Engagement Plan (Task 3.1). The VR and AR tools will be developed as part of Task 3.7.

Additionally, MIG has extensive experience modifying events from in-person to virtual events as necessary while keeping projects on track during the past two years.

#### Deliverables:

- Attendance at six (6) full days of a Community Design Charette by two MIG staff; additional MIG staff attendance for individual days/events
- Summary Memo of notes, key take-a-ways to inform the plan, and actions from the full Community Design Charette
- Development of materials to support individual events (e.g., PPT presentation; facilitated walk route and guidelines; interactive workshop materials like existing conditions boards, printed maps, and design exercises)

#### Task 3.6 - Project Story Map

ArcGIS StoryMaps are cloud-based data presentation tools that can communicate geospatial data in narrative format. Blending multimedia with map products, this tool leverages design features to enhance the access, understanding, and use of geographic information by community stakeholders.

The MIG Team will meet with City staff to define the objective, intended audience, and key messaging that should be included in the StoryMap. The Team will work with City staff to gather and organize the multimedia content and spatial data that will be used to support the StoryMap. The Team will draft engaging narrative text to orient the audience and highlight key messages and themes about the project.

MIG will provide an unpublished draft of the StoryMap, revising this into final form based on one round of consolidated City comments. Following the City's review of the StoryMap and its content, the application will be tested on different monitors, devices, and browsers to ensure cross-platform accessibility.

MIG will maintain the content hosted within the StoryMap to remain relevant to the current status of the project. Any relevant developments or announcements related to the project should be reflected within the StoryMap in a timely manner.

Based upon the visualization platforms determined for Task 3.7, which may require developing various platforms for hosting web-based, augmented reality, and/or virtual reality visualizations, it may be beneficial to complete the scope of Task 3.6 in another platform. For example, ArcHub is a website platform MIG have used on some projects. It has been used to house entire projects to promote it, provide updates to the community, explain what it is, get feedback etc.

#### Deliverables:

Creation and maintenance of ArcGIS StoryMap webpage (or similar online forum if determined at Project
 Kickoff) during life of the project

#### Task 3.7 - Graphic Visuals and Renderings

The MIG Team will create compelling renderings and utilize a variety of visualization tools to support the planning process. Generally, these can be organized into three categories: project process, plan development and documentation, and community engagement.

#### Project Process and Summary / Branding

Urban planning concepts and technical documents can sometimes be complex and not easily accessible to a broad community. MIG will develop diagrams and visualizations such as infographics, flow charts, Venn Diagrams, etc. in order to simplify and summarize planning concepts and project processes. These types of diagrams also summarize the team planning approach (e.g., how different disciplines such as mobility and sustainability relate to one another) and demonstrate how community input is translated into design concepts. These diagrams will be used throughout print and digital media for the project (Virtual Open House, community engagement PPTs, Draft/Final Plan, website content, etc.).

After securing an adopted Specific Plan, MIG will develop a concise, visual summary of the preferred concept and benefits that can be used as a marketing handout (less than 10 pages) and PPT (approximately 15 minutes) to promote the project, share with development community, and to secure funding partners/opportunities.

As part of this task, MIG understands the City is developing an initial design manual for the branding of Whittier Boulevard. This manual will begin integrating related projects and can act as a guidebook / kit-of-parts for developing collateral documents (e.g., PPT's, fact sheets, posters, etc.). Based on the development of the initial manual and plan content, the MIG communications and media team (CAMS) will expand upon the manual as a Version 2. MIG has provided budget for a brand guideline up to 10 pages. The budget does not include development of a project logo. MIG will also incorporate the guidelines of the initial and expanded manual into project collateral.

#### Plan Development and Documentation

MIG will utilize 2D maps (Adobe Illustrator / UrbanFootprint) from GIS-based data of the Study Area as tools for presenting existing conditions analysis. As a complement to 3D models, the 2D maps will also be utilized in developing and presenting overall urban design frameworks, streetscape and build-out scenario concepts, and ultimately preferred concepts (e.g., illustrative site plans and sections).

MIG will utilize UrbanFootprint to conceptualize three build-out land use scenarios, which includes analytical metrics measuring environmental, transportation, social, and community impacts of future scenarios in comparison to baseline conditions. UrbanFootprint streamlines urban planning and mobility decisions with actionable data to help get quick answers to complex build out questions. A series of indicators and criteria, when using parcel-based land use data, will be used to measure the performance of each scenario. This will allow costbenefit analysis statistics to be presented to stakeholders, community, and others in addition to visuals representing the scale of build-out scenarios to allow stakeholders to make informed choices for their preferred options. Additionally, UrbanFootprint can be used in a live charrette setting with City staff or stakeholders to see how the "painting" of Building Types or Place Types, as well changes to the assumptions, can produce different scenario results, instantaneously summarizing future dwelling units, population, employment, and building square footage.

MIG proposes to develop a SketchUp model of the Project Area, which will be used for the initial development and testing of build-out scenario ranges, as well as the base for plan visualizations. Specific locations of the SketchUp model will become increasingly detailed as the project progresses as needed to support VR/AR and plan visualizations. Initial urban design frameworks and streetscape/build-out scenario concepts would be rendered as a clay-model/building envelope level while final visualizations could be fully rendered graphics. Areas within the study area that are not changing, such as residential areas, will remain at the clay model level of detail. The three build-out scenarios modeled in UrbanFootprint will also be modeled in SketchUp at building envelope level of detail for visual presentation.

MIG has an array of visualization presentation capabilities ranging from photo-realistic simulations to watercolor sketches. We will determine visual presentation style with direction from the City and community. Thus, final graphics could be rendered in any of those styles based upon preferences of the City and community. A list of visualization and rendering products to be included with the Multimodal and Specific Plan will be confirmed during Kickoff, and may include:

- 2D or 3D map diagrams of proposed conditions
- Vignette sketches
- "Before and after" street-level visualizations
- Birds-eye rendered perspectives and sections
- Illustrative Site plans, sections

Upon selection of a preferred concept, MIG will populate applicable data into ESRI datasets (e.g., geodatabases, shapefiles) that can be used for the City's GIS database and future development of a digital twin for the Study Area and/or City.

#### **Community Engagement**

MIG will present community engagement focused visualizations in three forums: web-based format, augmented reality, and virtual reality. For all three, MIG will use Twinmotion, which is a real-time visualization/rendering tool that can support all three forum options. Below is a short summary of each option platform, along with some specific visualizations that each support.

A link to Twinmotion site that provides video demos for the product applied to web-based, AR, and VR platforms can be found here: https://www.twinmotion.com/en-US

In addition to using Twinmotion to support visualizations, the real-time aspect of Twinmotion will allow it to be used as an interactive, educational tool with the community (particularly high school and college/university students) at the Pico Rivera Design Studio. Once we have developed a working virtual 3D base model, we envision being able to have students create their own renderings/concepts while exploring the capabilities of Twinmotion while being guided by MIG staff.

**Web-Based Platform (virtual open house)** – MIG proposes to create a 360-degree environment of a real-world, outdoor locations within the Study Area. It combines static visualizations and navigable 3D model that users can engage with in a web browser and mobile device (iOS and Android). An example of a web-based platform of an outdoor environment completed by MIG is the Santa Rosa Town Square:

#### https://www.santarosaforward.com/townsquare

Rather than just one real-world location as shown for Santa Rosa, MIG envisions creating the outdoor environment at multiple locations along Whittier Boulevard within the Study area (2-3 locations). At each location, MIG can develop stations that display plan content (e.g., project overview, proposed concept, etc.). In a web browser, users will be able to move through the virtual environment to engage with different stations. Stations could include, but are not limited to:

- Project introduction / overview (welcome desk real world location of Pico Rivera Design Studio)
- Existing conditions maps
- Case studies
- Proposed concepts (2D maps)
- Proposed concepts (3D views)
- Before/After slider simulations example: <a href="https://www.restreets.org/green-infrastructure">https://www.restreets.org/green-infrastructure</a>
- Videos (fly through of study area, explanation of technical concepts, etc.)
- Schedule of upcoming events
- Online survey

**Augmented Reality Platform** - Augmented reality is an interactive experience that combines the real world and computer-generated content. MIG will create a mobile web app that will allow users to see any plan content or information at specific, real-world locations on smart phones using QR codes or AR markers. The augmented reality integrates with the web-based platform allowing a wide range of multimedia content to be accessed via a QR code or AR marker at each real-world location.

- Project introduction / overview (e.g., at the real-world location of Pico Rivera Design Studio)
- Existing conditions maps
- Case studies

- Proposed concepts (2D maps)
- Videos (fly through of study area, explanation of technical concepts)
- Schedule of upcoming events
- Online survey

The types of graphics that most benefit from the AR environment include:

- Before/After slider simulations example: https://www.restreets.org/green-infrastructure
- 3D visualizations (single view): Users in the physical environment will be able to scan QR code decals at key locations that automatically opens the app, turns on the camera, and displays the before/after 3D visualization in the context of the actual environment.
- This mobile app does not include interactive Elements (e.g., placing digital elements such as a bike lane within a image on the App)

MIG proposes using web-based AR tools because they are accessible to most users via devices, they likely already own. Still, while AR tools provide great interaction with the real-world environment, the smaller screen size of smart phones compared to desktops may make some visualizations not as effective to view. It is recommended that in addition to the AR mobile web app, the same materials are available within the virtual open house website.

- Example: Hemisfair App <a href="https://hemisfair.app/">https://hemisfair.app/</a>
  - To see an example of what users experience when they scan a QR code at the park, go to <a href="https://hemisfair.app/trees/view/5">https://hemisfair.app/trees/view/5</a>. Note that this experience is best on a mobile device.
  - This app adds AR capability to the Before/After Visualization app resulting in an extended reality (XR) user experience at each physical location. In the Hemisfair app, there are QR code badges nailed to each tree, which when scanned take the user to an AR scene that's customized for each tribute (e.g. <u>Jose Perez's tribute</u>). In this example, the user's smartphone or device camera is turned on and a photo, audio track, and brief text are superimposed on the camera view.
- Example: Mendez Park and Trail <a href="https://www.mendezpark.org/">https://www.mendezpark.org/</a>
  - To see what users experience when they scan one of the AR markers at the Park, use your mobile device and tap the "Launch AR Experience" button.

**Virtual Reality Platform** – MIG will assist setup of a virtual reality station at the Pico Rivera Design Studio; MIG understands the City will be responsible for the hardware costs to setup the VR station. Setup of this station would include:

- Computer for rendering the virtual environment
- Monitors and cable connections for non-VR users to view the environment
- VR viewing products like the Oculus Quest Pro

MIG will be responsible for developing the virtual 3D model of existing and proposed conditions, as well as utilizing the VR hosting platform (software through Twinmotion) at the VR station. MIG proposes to develop a real-time VR walkthrough for users. (OREM Example) This is the most compelling type of VR, which immerses a user into a place and imparts a true understanding of scale and spatial awareness. Computer-based VR uses a product like the Oculus Quest Pro and a powerful computer to render the virtual environment in real time, as the user moves freely within and interacts with the simulation. Real-time VR is essentially software that views 3D models interactively. This software should be self-contained and allow you to host your own VR experience, with the appropriate equipment. The software "views" 3D models such as SketchUp.

Deliverables (can be adjusted based upon desire of proposed conditions to be viewed):

• Up to 10 project process graphics

- Up to 10 plan development visuals with one round of review and comment for each; includes illustrative streetscape plans but excludes CAD-based 30% concept design drawings
- Up to three (3) Build-Out Scenarios presented in UrbanFootprint and SketchUp, with accompany metrics
  and charts of indicators for each scenario; scenarios will be exported to GIS and metrics into Excel when
  completed
- Virtual 3D clay model of existing and proposed conditions
- Augmented Reality Mobile Web App (non-interactive elements)
- Outdoor Virtual Open House
- Web-based tool before/after slider of six (6) static views
- Proposed condition single view approximate size of single building/parklet) for up to 4 locations (integrated into Virtual Open House and AR App)
- Virtual Reality Station at Pico Rivera Design Studio (City to own hardware costs)
- Virtual Reality Model of two (2) areas approximately one development/city block (400'x400' area) each

While graphics and visuals will be designed for both print and digital mediums, MIG does not assume costs for printing visuals and renderings as a final product.

#### Task 3.8 - Draft Plan Workshops

MIG will attend two Draft Plan Workshops. MIG assumes that CivicWell and Day One will lead the coordination, scheduling, and advertising of the Draft Plan Workshops. MIG assumes that we will co-lead the planning and events of the workshops with CivicWell. MIG assumes each Draft Plan Workshop will be up to a half-day event that can be attended by three MIG staff.

MIG assumes the Draft Plan Workshops will correspond to the Draft Multimodal and Streetscape Plan and the Draft Specific Plan. Prior to presenting the Draft Plans, MIG assumes we would have already completed the Community Design Charrette (Task 3.5) in full, which would give the community, stakeholders and policymakers an opportunity to provide direction on preferred concepts. These Draft Plan workshops would focus on receiving confirmation of the preferred concept approach, exercises to make refinements to preferred concepts, and continuing to build consensus among all parties. We estimate these Draft Plan Workshops would take place in late 2023 or early 2024 based on the RFP timeline.

#### Deliverables:

 Attendance at two (2) Draft Plan Workshops (Draft Multimodal and Streetscape Plan, Draft Specific Plan) by two MIG staff

#### Task 4 – Plan Development

MIG will integrate creative, complementary sustainability, land use, housing, and multimodal transportation strategies and measures together when developing the Multimodal and Specific Plans. This includes a mix of densities/intensities and product types appropriate for the Project Area in alignment with the related regulatory documents (e.g., Housing Element). Additionally, the Specific Plan will be developed to complement and support current and future initiatives by the City, such as a Vision Zero Plan. Ultimately, the Multimodal and Specific Plans will be developed in the context that the Study Area can achieve Eco-District certification(s) and promote best practices across all disciplines, particularly sustainability and equitable socioeconomic opportunities.

The entire Plan Development and Draft and Final Plans will minimize printed paper use. MIG proposes that the Multimodal and Specific Plans will be electronic versions only. They will be designed in a website format where sections can be downloaded as a PDF. Examples of website-format Specific Plans completed by MIG include:

https://www.smokyhollowspecificplan.com/

#### https://egeneralplan.vcrma.org/

The electronic versions of the Specific Plan will feature highly graphic alternatives and preferred concepts, which will be supplemented by descriptive text, diagrams, and images. MIG will work with City staff to identify how best to illustrate the visual conditions and what combination of visualization tools and methods will best tell the story. As part of Task 3.7, graphic content will be optimized for digital atmosphere, but will also be designed to be incorporated into print collateral.

Using the land use, built-out, and mobility alternatives as a starting point, the MIG Team will develop a "Specific Plan Framework" conceptually addressing the multimodal circulation network; sustainability-oriented urban design/streetscape program including gateways, corridor nodes and linkages, and neighborhood transitions; and preliminary infrastructure program including "green" infrastructure.

#### Task 4.1 – Multimodal and Streetscape Plan

Upon completion of the Community Design Charrette (Task 3.5), concept alternatives will be distilled into multimodal and streetscape concepts on which to base the Specific Plan and environmental review recommendation. Ultimately the Multimodal Plan will become a Chapter within the Specific Plan. Subsections of the Multimodal Draft and Final Plan could be organized as follows:

- Multimodal Framework
  - o Framework Plan with diagrams
  - o Tools, Strategies, and Design Guidelines for Street, ROW, and Adjacent Land Uses
- Concept Designs
  - Conceptual Designs (30%) for Complete Streets and Enhanced Streetscapes with Graphic and Photo Illustrations
  - o Illustrative Maps, Plan Views, and Cross Sections
  - Typical segment conditions; two intersections
- Implementation
  - o Implementation Plan with Cost Estimates for Infrastructure Improvements

The following provides additional details on the approach and elements of individual topics of the Multimodal Plan:

The plan will focus on providing a multimodal circulation strategy that supports the community's vision for the future of Whittier Boulevard and how it can better serve residents, businesses, and visitors. The area is characterized by auto-centric uses such as big box retailers and large parking lots, particularly on the south side of the corridor. The north side of the corridor has smaller parcels and shopping centers that are more inviting for individuals on foot since they are closer to the street, minimizing travel distance and the potential for conflicts with vehicles or inattentive drivers. Whittier Boulevard offers the most direct route of travel to the east and west, regardless of whether someone is walking, biking, driving, or taking a bus, so it is important to remember that travelers of all modes will seek the most direct travel option along Whittier Boulevard.

Although a future L (Gold) Line Extension Station will be more than one mile from the Project Area, the multimodal network will still take a first/last mile approach to improve non-vehicle access to the station area. This could include 'cut-throughs' to the station area and provide complete street guideline recommendations oriented for

pedestrians, bicyclists, motorists, and public transportation users. The complete streets guidelines will consider current transportation needs and future transportation trends, such as autonomous vehicles and micro-transit.

With the potential of having more housing in this area, the questions regarding mobility, commerce, and quality of life will continue to be important topics for the local community.

Questions we intend to help the Team and City investigate are:

- What do stakeholders (residents, businesses, visitors) feel are priorities for the study area:
  - Areas to walk, bike, sit, or eat?
  - O Where is bike parking needed/wanted?
  - What will help make transit and access to the future L (Gold) Line Station attractive and user friendly?
- How well is the parking access and supply working for the study area?
- How can access be improved to/from nearby areas such as park, schools, transit stops, and the river paths?
- How can people living nearby be encouraged to choose not to drive into the area?

The analysis that informs responses to the questions above will primarily rely on qualitative information, the existing conditions analysis, and input from City staff and local stakeholders to include high-level recommendations for the following components:

#### Vehicular circulation

- Identifying the potential for street closures between Speedway Alley and Whittier Boulevard by reviewing
  recent traffic counts to assess if and where there is excess capacity, and ascertaining whether the
  community desire is to preserve the existing network or consider opportunities for open space
- Loading and curb management will become more important as housing is developed and additional goods and services can be obtained within the study area.
- Seek to provide a park-once environment by offering quality linkages with comfortable circulation of various modes, shade, crossings, and other amenities that make it desirable to circulate on foot within the study area.
- Reviewing opportunities for consolidating and/or relocating driveways to facilitate improved pedestrian and vehicular circulation

#### Pedestrian circulation

This task will focus on leveraging the policies, strategies, and project ideas in the City's General Plan and COG or Metro strategies for two primary objectives:

- Providing a high-quality pedestrian environment within the study area to maximize safety, access, and
  mobility. This may include modifying the sidewalk and streetscape environment to include wider
  sidewalks, landscaping, lighting, shade, trash cans, and opportunities for addressing conflicts with other
  travel modes
- Crossing Whittier Boulevard may also be challenging for some users. Whittier Boulevard already provides
  marked crossings at varying distances along the corridor. We will review the existing crossing locations
  and the crossing treatments to identify options for enhancements. From a safety and comfort
  perspective, protected left-turns and leading pedestrian intervals are two signal treatments that can be
  considered. Other enhancements such as high visibility striping and providing medians with pedestrian
  refuge will also be explored.
- The second objective will focus on connections from outside the Project Area to encourage residents that live within a mile to choose not to drive to Whittier Boulevard. This will be informed by the collision

analysis in the existing conditions task and public input to identify locations with a high number of collisions and potential countermeasures, such as enhanced crosswalk markings, leading pedestrian intervals, and protected left-turns. Wayfinding and streetscape enhancements would also be considered to help people get to the study area

#### Bicycling circulation

Similar to the pedestrian circulation task, this effort will evaluate existing plans and conditions, community input, and relevant information to develop strategies that improve the bicycling environment within and to/from the study area.

There is limited right-of-way along Whittier Boulevard, so the implementation of a bicycle facility might preclude other strategies or require modifying the current cross-section. We can develop a handful of alternatives for staff to consider and to understand the options available within the existing right-of-way.

Bike parking – Fehr & Peers will qualitatively assess existing bicycle parking demand and supply, and then use this information to extrapolate an estimate of future bicycle parking demand. If demand is expected to exceed supply, The MIG team will make recommendations for increasing the bicycle parking supply.

#### **Transit circulation**

Through this task, The MIG team will identify first/last mile improvements for the area that can make accessing bus stops more comfortable and convenient for transit users, whether they are local residents or first-time visitors. This may include streetscape enhancements such as shade and wayfinding, or more traditional infrastructure such as curb ramps or sidewalk improvements.

Based on the process described above, the MIG team will work with the City to identify opportunity sites, potential linkages, and treatments for specific locations based on input from the community and City staff.

#### Deliverables:

- Draft Historic Whittier Boulevard Multimodal Revitalization Plan Document (InDesign/PDF format approximately 80 pages)
- Final Historic Whittier Boulevard Multimodal Revitalization Plan Document (InDesign/PDF format approximately 100 pages)

#### Task 4.2 - Specific Plan

Upon completion of the Community Design Charrette (Task 3.5), concept alternatives will be distilled into a preferred land use concept on which to base the Specific Plan and environmental review. The Specific Plan will also build upon the Draft Multimodal and Streetscape Plan (Task 4.1), ensuring the Multimodal and Streetscape Plan are fully integrated and complementary.

Prior to crafting the Specific Plan, MIG will propose an outline structure, including layout and chapter organization to create a streamlined Plan that works well as a possible web-based document. Drawing from community input, technical analysis, and stakeholder and decision-maker direction, MIG will produce a preferred concept plan. The preferred plan will outline and illustrate key elements and systems, such as near-term action items, housing/TOD, commercial revitalization, economic development measures, infrastructure assessment, and multimodal transportation. These recommendations will focus on provisions for residential development through standards that streamline the CEQA process for infill housing projects, increasing housing supply and affordability in an overall effort to meet housing goals. Recommendations will also focus on development standards and strategies that facilitate nonresidential and/or mixed-use development. A funding strategy will examine potential financing

and implementation strategies. Core regulatory components may include sustainable development, air quality/GHG reduction, housing, transportation/mobility, and infrastructure.

A draft outline of chapters within the Specific Plan is included below. The outline of the Specific Plan will be developed with the City as part of developing the Final "Specific Plan Framework," which will need to be adjusted to streamline the ease of navigating the online Specific Plan format.

- Vision
  - Introduction
  - History
  - Goals/Objectives
  - Vision Statement
- Engagement
  - Summary of Community Engagement Process and Input
  - Pico Rivera Design Studio
  - University/College Studio
- Mobility
  - Streetscape Concepts
  - Preferred Concept
  - Parking
  - Walking
  - o Biking
  - Transit
  - Vehicles
- Land Use
  - Updated Land Use Map
  - Updated Zoning Map
  - Form-Based Code Standards
- Urban Design and Amenities
  - Build-out Scenarios (3 e.g., high, medium, low)
  - Design Guidelines
- Sustainability / Eco-District / Infrastructure
- Implementation/ Phasing / Financing

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The following provides additional details on the approach and elements of individual topics of the Specific Plan:

# **Design Guidelines / Form-Based Code**

MIG has experience developing building and public realm design guidelines, as well as development standards for hybrid form-based codes and objective design standards. Per State requirements for specific plans, this Specific Plan will address the distribution, location, and extent of the uses of land, including open space, within the area covered by the plan. This will be accomplished through a hybrid approach that incorporates objective design standards (ODS) for residential and mixed-use project, as required by law. As part of the Draft Specific Plan, MIG can provide an example of design guidelines and form-based codes for a few of those typologies. Our scope assumes up to six total typologies (e.g., two building typologies for objective design standards, two building typologies for form-based code, and two design guidelines for open space typologies).

The City can utilize the Draft Specific Plan to inform scoping of Design Guidelines, Form-Based Code, and ODS updates that can apply for the entire Specific Plan area. The examples provided in the Draft Specific Plan can provide a template for entire Specific Plan area through additional services.

MIG can provide examples of development standards in the form of Objective Design Standards and/or Form-Based Code for a number of building typologies as part of the Land Use chapter. For example, appropriate building typologies will be depending upon the build-out scenario concepts ranges and preferred concepts.

MIG can provide design guidelines on a variety of open space typologies within an Urban Design chapter, which will be determined during the Plan Development phase. These open space typologies would complement other existing projects such as Landscape Median Project, The PAD Park, Pio Pico Park Bridge/Trail, as well as open space typologies typical of development projects in Pico Rivera.

For any development standards and design guidelines, MIG will develop the guidelines/standards as examples to inform further development of the guideline/standards for all open space/building typologies, respectively.

#### Sustainability and Infrastructure

MIG will not achieve certification for becoming an Eco-District as part of this project. Plan development will explore the most appropriate sustainability certification (Eco-District, LEED, Envision, ILFI, etc.), based upon existing conditions analysis and outcomes from city and community engagement. With a preferred sustainability certification chosen, the Specific Plan will address this certification in two ways:

- Providing recommendations for process to achieving certification
- Developing the Multimodal and Specific Plan content to be compliant with the preferred certification

MIG team will provide infrastructure and sustainability recommendations that support and expand upon alternative energy strategies, such as the Community Choice Aggregation Program, which Pico Rivera is an existing participant.

Additionally, MIG team will provide infrastructure, streetscape, and development recommendations/guidelines/standards that relate to the water replenishment and water quality issues currently in Pico Rivera.

#### **Parking and Traffic Modeling**

In the proposed budget, the exact scope for the parking study (size, data) and traffic modeling (number of model runs) are dependent upon the other, and neither are fully scoped at this time. Both tasks require additional input from the community and proposed concepts to finalize the most effective scope. The MIG team, City, CivicWell, and Day One will determine the final scope of the parking study and traffic modeling during the community visioning and existing conditions analysis phases.

The MIG team will incorporate and build upon existing parking studies within the study area. The MIG team will provide a detailed scope for a focused parking study and relationship to the proposed/preferred concepts of a new multimodal environment. The exact scope of the parking study will depend upon the initial development and streetscape concepts developed through the community engagement process. The budget provided does not cover a cost for a parking study for the entire Specific Plan area. Additionally, the data collected by the youth ambassadors may require additional time to process and QA/QC the data compared to professional collection sources. This time and process will need to be addressed in the youth ambassadors' section of the CEP (e.g., who is responsible for QA/QC of data, making it part of their training and/or identifying hours for the consultant team to post-process, etc.).

MIG team will develop a policy framework for a parking demand management program and steps for implementation. Developing the demand program itself would require a contract amendment for additional services.

Fehr & Peers will be able to complete modeling for pass-through traffic versus traffic that originates/ends in Pico Rivera. Currently, the ABM model does not include the latest version of Pico Rivera's Housing Element. Based on the proposed budget, traffic modeling can be completed but may precede the model runs with fully updated land uses. The set number of model runs will be determined based upon scope of the parking study and additional information available to be incorporated into the ABM model.

#### **Infrastructure and Cost Estimates**

The MIG Team will identify conflicts and develop solutions that minimize impacts and costs from build-out scenarios and streetscape concepts. This includes addressing safety, access, and circulation while minimizing conflicts with current infrastructure such as drainage, utilities, stormwater runoff, ADA compliance, circulation, and other roadway features. In addition, the MIG Team will ensure that effective stormwater solutions are identified to avoid unnecessary maintenance and costs and provide an aesthetically pleasing roadway environment.

The MIG Team will develop and review realistic planning-level cost estimates consistent with industry unit prices and adjusted for projected inflationary trends. JMD, who is a multidisciplinary firm, offers unique insight and knowledge of cost ranges for construction items related to conventional, complete, and green streets in the region.

#### **Market Conditions and Development Feasibility**

Building on its assessment of existing conditions in Task 2.1, the MIG Team will evaluate the potential market support for various land uses in the Project Area, based on market supply and demand dynamics and the unique locational attributes and assets within the Project Area. The MIG Team will discuss the evaluation with the City to help inform the development typologies to be included in the land use scenarios.

Based on these discussions, the MIG Team will prepare static proforma models to evaluate the economic feasibility of up to four (4) development typologies that may be envisioned for the Project Area. The inputs into the proforma models will be based on EPS research on achievable market rents for residential and commercial spaces, local costs of new development, and guidance from the City and MIG team on development heights and densities that can be accommodated in the Specific Plan Area and are in line with City and community visions. The proforma feasibility analysis will help determine the densities and mix of land uses that may be feasibly achieved in the Specific Plan area. The pro forma models will be built to reflect general development conditions along the corridor. In addition, EPS will adapt these pro formas to test the typologies' feasibility on up to three (3) specific Opportunity Sites identified by the MIG team and City staff. The proformas for build-out scenarios and opportunity sites will correspond to initial SketchUp models, as well as uploaded as attributes into UrbanFootprint for preferred concepts as applicable.

## **Infrastructure Finance and Investment Tools**

A key component to successful implementation of the Specific Plan will be improvements to the physical environment that support a sense of place and attract or enable private-sector investment. As part of the Specific Plan document, the MIG Team will identify financing tools that may be available to the City and current and future stakeholders to support the infrastructure program identified in the Plan Area. Potential financing tools may include, but not be limited to:

- Public-private joint development opportunities for shared infrastructure
- Strategic "pay-as-you-go" development phasing
- Value-capture techniques to convert fiscal benefits into financing tools
- Overlay districts, such as CFDs or EIFDs for financing public improvements or facilities
- Cost allocation strategies for required off-site improvements or facilities

- Other financial and fiscal measures or mitigation strategies to cover any potential fiscal deficits
- Identification of potential local, state, and federal funding sources

This effort will include consideration of the economic consequences of each of the mechanisms, keeping in mind that financial burdens placed on new development must be kept within reasonable market limits so as not to deter the very development that the Specific Plan will envision.

#### **Economic Development Strategies**

Drawing on the findings of Task 2.1 and discussions with City staff, the MIG Team will identify economic development opportunities and challenges facing the Project Area and develop a set of potential strategies that address these opportunities and challenges while also aligning with City values and vision articulated through the Specific Plan process. The strategies will address a range of policy areas to drive economic development, including but not limited to:

- Land use policies to support enhancements to the public realm and built environment, including redevelopment of opportunity sites;
- Business attraction, retention, and expansion efforts; and
- Support for local and small business communities.

#### Deliverables:

- Draft Specific Plan (InDesign/PDF or website format)
- Final Specific Plan (InDesign/PDF or website format)

#### Task 4.3 – General Plan Land Use Map and Zoning

MIG will prepare necessary amendments to the General Plan Policy Map and Zoning Code Map to provide consistency with the Specific Plan. Two rounds of review on the Draft General Plan Land Use Policy Map and Zoning Code Amendment will be conducted.

#### Deliverables:

• Draft and Final Amendments to the General Plan and Zoning Map

#### Task 5 – Plan Review and Approval

The integration between community engagement and plan development will ensure that development of the plan is led by the community and consensus is built during the entire process, which will translate into confidence in the Draft and Final Plans by decision-makers.

#### Task 5.1 - Multimodal Plan

MIG will attend one City Council and Planning Commission meeting for approval of the Final Historic Whittier Boulevard Multimodal Revitalization Draft and Final Plan. MIG anticipates the one City Council and Planning Commission meeting will result in approval of the Final Historic Whittier Boulevard Multimodal Revitalization Final Plan; prior engagement with these groups in Task 3.3 should provide the opportunities necessary for Planning Commission and City Council to provide comment and recommended changes on the Draft Multimodal Plan and preferred concept.

MIG assumes City staff will be responsible for developing staff reports for Council and Commission meetings; MIG can provide input and content for staff reports. MIG will work with the City to develop a PowerPoint presentation to be used for meetings.

Additional Planning Commission and City Council meetings will require additional scope and fees.

#### Deliverables:

Approved Final Historic Whittier Boulevard Multimodal Revitalization Final Plan

#### Task 5.2 - Specific Plan

MIG will attend two City Council and Planning Commission meetings for approval of the Final Specific Plan and CEQA documentation. MIG anticipates the first City Council and Planning Commission meetings will present the Final Specific Plan, which will provide Planning Commission and City Council an opportunity to provide any last changes. The second City Council and Planning Commission meetings are expected to result in approval of the Specific Plan and CEQA documentation.

MIG assumes City staff will be responsible for developing staff reports for Council and Commission meetings; MIG can provide input and content for staff reports. MIG will work with the City to develop a PowerPoint presentation to be used for meetings.

Additional Planning Commission and City Council Meetings will require additional scope and fees.

#### Deliverables:

• Approved Specific Plan and CEQA Documentation

#### Task 6 – Environmental Compliance

#### Task 6.1 - Environmental Scoping

MIG will provide a recommendation on the required CEQA compliance based upon the Draft Multimodal and Specific Plans. The recommendation for required CEQA compliance will be based upon the proposed and preferred concepts for the Multimodal and Specific Plan, including changes in land uses, changes in permitted density/intensity, as well as changes in parking and mobility networks (e.g., number of travel lanes). To provide a recommendation for required CEQA action MIG CEQA Director will:

- Review Draft Multimodal and Specific Plans
- Participate in regular meetings with internal consultant team and City during plan development from proposed concept design

MIG will provide a memo providing a recommendation for what level of CEQA compliance is required.

MIG will prepare a draft of environmental recommendations and anticipated actions that would accompany a Draft Specific Plan to be shared specifically with the development community. The intent will be to receive feedback from the development community to support developing a Specific Plan that encourages multiple types of development (affordable, mixed-use, market rate, etc.)

Also, consistent with the RFP's Goal/Objective "B" (page 7 of the RFP), which calls for the Specific Plan to align with the City's General Plan, our approach to CEQA analysis is based on the premise that any land use densities/intensities envisioned for the Specific Plan will be substantially consistent with the existing General Plan. If land use densities/intensities would remain similar to levels today, we anticipate that the appropriate type of CEQA document for this project will be either a Mitigated Negative Declaration (MND) or an Addendum to the Environmental Impact Report (EIR): whether an MND or an EIR Addendum is selected, our estimated fees will be the same. If it is later determined that an EIR will be necessary, additional scope and budget authorization would be required.

# CEQA Scope of Work to be scoped at a later date and subject to contract amendment:

Tasks 6.2 and 6.3 are not included within the proposed Scope of Work. MIG anticipates a contract amendment to complete required CEQA documentation, which could be completed in Tasks 6.2 and 6.3. Some details for Task 6.2 and 6.3 are provided below as an estimate for potential future CEQA scope to be completed through additional services.

#### Task 6.2 – Admin Draft Environmental Plan for Public Review

MIG will prepare and process a comprehensive, clear, and defensible environmental document that will comply with the requirements and procedures of the California Environmental Quality Act (CEQA) based upon the recommendation in Task 6.1. MIG will also prepare all CEQA-required notices, including State Clearinghouse forms and submittals. Based on our current understanding of the project and information provided in the RFP, it does not appear that there will be any activities that will require environmental analysis to comply with the National Environmental Policy Act (NEPA). Therefore, we have not included NEPA analysis in our scope of work or fee.

Following completion of the transportation analysis and the other technical studies identified in subtask 6.1, MIG will work with the City to determine whether an MND or EIR Addendum (or EIR) is the appropriate type of CEQA document. Our approach to preparing the Initial Study and MND or Addendum will focus on opportunities to reuse information from earlier environmental documents, such as the previously adopted General Plan and, where feasible, tier our analysis off of such documents.

Individual subtasks are provided below. One round of City review and revisions is assumed for all documents/deliverables.

**Technical Studies** – In order to thoroughly analyze potential project impacts for certain issues, technical analyses will be prepared. These technical analyses will be used to satisfy the requirements of CEQA, will address all CEQA-required assessments, and will be supported with references and appendices (e.g., model outputs, archival information, and findings from field reviews). For each of the technical analyses listed below: 1) relevant baseline conditions will be assessed, 2) impacts from implementation of the project will be estimated and compared to applicable thresholds, and 3) where such thresholds are exceeded, mitigation will be recommended. MIG will prepare one administrative draft of each technical report for review by the City prior to finalizing the reports for use in the CEQA review of the project.

- A. Air Quality Technical Study MIG will evaluate the proposed project's potential individual and cumulative air quality impacts in accordance with Appendix G of the CEQA Guidelines and recommended guidance from the South Coast Air Quality Management District (SCAQMD). MIG will use the California Emissions Estimator Model (CalEEMod, Version 2022.1.0) and project-specific data (e.g., land use and trip/mobility data) to estimate the potential net change in emissions that could occur with the Specific Plan. The resulting emissions estimates will be compared to regional CEQA significance thresholds maintained by the SCAQMD. The air quality impact assessment will incorporate all applicable emission reduction policies included in the City's General Plan and/or the proposed Specific Plan. If necessary, MIG will identify best management practices or mitigation measures to reduce construction and operational emissions generated by the proposed project.
  - This subtask includes up to nine (9) CalEEMod runs (existing emissions, unmitigated and mitigated construction, unmitigated and mitigated land use scenarios (up to 3 scenarios)) using project-specific data collected by the City and the MIG Team.
- B. Greenhouse Gas/Energy Technical Study MIG will evaluate the proposed project's potential GHG and energy impacts in accordance with Appendix G of the CEQA Guidelines and recommended guidance from the California Air Pollution Control Officer's Association (CAPCOA) and the SCAQMD. MIG will quantify the proposed project's GHG emissions and evaluate the significance of these emissions using a multipronged

test that considers both the magnitude of the project's GHG emissions levels (e.g., metric tons per year) and the project's consistency with applicable plans, policies, and regulations adopted for the purposes of reducing GHG emissions, including the CARB Scoping Plan and the City's Climate Action Plan (CAP - if adopted in time). The GHG impact analysis will be prepared in coordination with the project's air quality and energy analyses, ensuring consistent analytical assumptions and methodologies are used across technical studies.

MIG will also evaluate the proposed project's potential individual and cumulative energy use impacts in accordance with Appendices F and G of the CEQA Guidelines and case law governing CEQA energy analysis (e.g., Tracy First v. City of Tracy). MIG will quantify the project's potential consumption of petroleum fuel, electricity, and natural gas during all phases of construction; evaluate whether the project would result in the wasteful, inefficient, or unnecessary consumption of energy resources; and determine if the proposed project could conflict with any applicable renewable energy or energy efficiency plans or policies, such as CARB's latest Scoping Plan. The analysis will incorporate any renewable energy generation and energy efficiency features included in the project into energy use estimates. Pursuant to California Clean Energy v. County of Placer, the analysis would also clearly consider the need for additional or enhanced renewable energy systems or design features to be included in the project design.

MIG will prepare up to nine (9) energy consumption spreadsheets (existing emissions, unmitigated and mitigated construction, unmitigated and mitigated land use scenarios (up to 3 scenarios)) detailing electricity, natural gas, and fuel consumption estimates using project-specific data collected by the City and the MIG Team.

C. Noise and Vibration Technical Analysis – MIG will evaluate the proposed project's potential noise and vibration impacts in accordance with Appendix G of the CEQA Guidelines. MIG will conduct short-term (up to 1 hour) and long-term (up to 24 hours) noise monitoring at up to eight locations at and adjacent to the planning area to adequately describe the existing noise environment. The noise analysis will quantify peak and typical construction activity noise levels, and, if necessary, identify best management practices or mitigation measures that would reduce the magnitude of potential construction noise impacts to less than significance. The majority of the noise analysis would focus on the potential for the specific plan to change transportation noise levels in the planning area (e.g., through changes in traffic volumes or changes in mode shifts). MIG proposes to model existing and proposed transportation noise levels using the Federal Highway Administration's Traffic Noise Model. The analysis will also focus on the potential for construction or transportation-related vibration (e.g., freight train traffic) to affect any existing or future vibration-sensitive structures in the planning area.

MIG will model traffic noise levels on up to nine roadway segments and rail noise levels on one railway segment under existing conditions and up to three future conditions.

- D. The MIG team will coordinate with SCAG to obtain the most recent 2020 SCAG RTP/SCS regional activity-based model developed on the TransCAD software platform. It is assumed that SCAG or the City will provide the Land Use/Socio Economic Data in the format required as an input to the travel demand model. We anticipate that this travel model will be employed for the following purposes:
  - Analysis of baseline Pico Rivera land use within the Specific Plan area
  - Analysis of future land use and transportation network within the Specific Plan area

The model outputs will be used to conduct the impact analysis for the proposed Specific Plan, to support the estimation of future year traffic volumes, and to help the public and decision-makers understand the implications of the proposed changes to the land use and transportation network. Impact analysis will be determined by

applying the total VMT per service population metric for the Specific Plan area and comparing it to the City's baseline total VMT per service population metric. In addition, Fehr & Peers will present home-based VMT per resident and employee based VMT per employee. If the resulting per capita VMT metrics are lower than the City's corresponding VMT thresholds, the City would be able to tier future typical residential and office employment uses within the Specific Plan area moving forward for transportation. We also propose to support the team with input to CEQA appendix G checklist questions regarding geometric hazards and policies, plans, ordinances, and programs.

This scope includes the update of base and future land uses in the Specific Plan area, VMT modeling, impact analysis, and documentation in a memo. As of this writing, it is unclear whether the City's Transportation Guidelines require any LOS analysis. This scope assumes no LOS analysis.

Upon completion of the Technical Studies, we will prepare an internal "working" draft Initial Study coupled with either an MND or an EIR Addendum that reflects the characteristics of the project and complies with the requirements of the CEQA Guidelines. MIG will answer each IS checklist question with clear, thorough, and reasoned analysis. Mitigation measures that are necessary to reduce potential project impacts to less-than-significant levels will be practical, logical, and enforceable.

# The draft Initial Study includes:

- A.B 52 and, if needed, S.B. 18 Tribal consultation support
- Coordination with and supervision of subconsultants and technical specialists
- Advice on CEQA procedure and substantive issues, including feasibility of specific mitigation measures; although this advice will be available to the City throughout the life of the project.
- Consultation with Responsible and other agencies, if required.

Please note that scoping sessions are only required by CEQA for EIR's and, therefore, are not included in our scope of work. Still, the MIG budget reflects capacity for one CEQA planner to attend two public meetings.

#### Deliverables:

- Recommendation on required CEQA action (memo)
- Draft and Final Technical Studies: Air Quality, GHG/Energy, Noise, VMT
- "Working" draft Initial Study coupled with either a Draft MND or an EIR Addendum

Following City review and comment on the internal draft CEQA document prepared under subtask 6.1, we will prepare and submit a revised draft to the City for their final review. Upon City sign-off, the CEQA document can be made available for public review.

If the document is an EIR Addendum CEQA does not require circulation for public review, and the EIR Addendum would normally be made available as part of the regular staff report package.

If the CEQA document is an IS/MND, it will be circulated to the public for the CEQA-required 30-day review period. MIG will be responsible for the preparation of the Notice of Intent, other required noticing and distribution of the IS/MND, and forms and notices required pursuant to CEQA and/or the State Clearinghouse. MIG will also be responsible for filing the IS/MND with the Los Angeles County Clerk. Under this task, we assume that the City will be responsible for local newspaper ads and any physical on-site posting that may otherwise be required by City regulations.

# Deliverables:

• Draft Public Review Environmental Document

CEQA-required notices, including State Clearinghouse forms and submittals.

#### Task 6.3 – Final Environmental Plan

If the CEQA document is an EIR Addendum, MIG will address environmental issues raised, either in writing or during the public hearing process. If requested by the City, MIG will also, if needed, make any final revisions to the EIR Addendum or related technical studies.

If the CEQA document is an IS/MND, following completion of the 30-day public review period MIG will, if needed, assist the City in responding to written comments received on the IS/MND, including preparing written responses. MIG will also prepare a Mitigation Monitoring and Reporting Program (MMRP).

Immediately following approval of the project by the Pico Rivera City Council (either an MND or an Addendum), MIG will prepare a Notice of Determination (NOD). Following City sign-off, MIG will file the NOD with the Los Angeles County Clerk's Office within five working days of project approval. At the time of the filing, fees will need to be provided by the City as required by the State of California Fish and Game Code section 713. This fee is not included in our proposal.

This task also includes the following:

- Coordination and attendance at public hearings (up to three hearings)
- Presentation of Executive Summary of CEQA documents at public hearings including, if requested, a PowerPoint presentation
- Assembly and preparation of appropriate responses to comments

#### Deliverables:

• Final Approved Environmental Document

PROFESSIONAL SERVICES AGREEMENT **MOORE IACOFANO GOLTSMAN, INC. (MIG)** Page 15 of 15

# EXHIBIT B APPROVED FEE SCHEDULE

												M IG, Inc.											Subconsultants					
		R.Banett	: R	.Kucinski	E.Ga	arcia	L.Ste	etson J.Ro	driguez	J.M artine	z C	JDavis I	3.Prasse	S.Kokota:	s Dav	ve Banks	E.Lanni	ng Mi	G staff	M IG	Τ		<b>i</b>				D	Profession
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Task 2 : Background, Discovery and Existing Conditions																												
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Task 3: Com m unity Outreach and Engagem ent																					_							
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3.6 ProjectStory Map			\$0 4	\$520		\$0		\$0 8	\$1,280 4	_	_	\$2,400	\$0		\$0	\$0		\$0	\$0	\$	0 68	\$8,800				\$0		\$8,8
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Task 4: Plan Developm ent																												
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43 GeneralPlan Land Use Map and Zoning	2	2 5	500 12	\$1,560		\$0	8	\$1,920	\$0 2		760	\$0	\$0		\$0	\$0		\$0	\$0		0 46	\$6,740				\$0		\$6,7
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Task 5:Plan Review and Approval																												
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Task 6: CEQA /NEPA Environm entalCom pliance																												
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