

PROFESSIONAL SERVICES AGREEMENT
[North Tustin Street Corridor Specific Plan Preparation Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2020 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and SARGENT TOWN PLANNING, INC. a California corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and Contractor represents that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency under similar conditions in the same or similar locale. All services provided shall conform to all applicable federal, state and local laws, rules and regulations. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Chad Ortlieb, Senior Planner (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), and that Contractor shall coordinate its services hereunder with City’s Project Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed FOUR HUNDRED FORTY-FIVE THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS and 00/100 (\$445,152.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

c. In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City’s Project Manager. In anticipation of such contingencies, the sum of FIFTY-FOUR THOUSAND EIGHT HUNDRED FORTY-EIGHT DOLLARS and 00/100 (\$54,848.00) has been added to the total compensation of this Agreement. City’s Project Manager may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as City’s Project Manager and the Contractor may agree upon in

advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of an Amendment to Agreement approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the City's Project Manager. Any and all additional work and services performed under this Agreement shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by City's Project Manager prior to the commencement of such services.

d. The total amount of compensation under this Agreement, including contingencies, shall not exceed FIVE HUNDRED THOUSAND DOLLARS and 00/100 (\$500,000.00).

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments as mutually agreed upon in writing by City and Contractor shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by Contractor and the City's Project Manager, City Manager or City Council, as applicable.

5. Licenses. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to

this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused

additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement. Notwithstanding any provision to the contrary in this Agreement, City agrees that the Contractor is not responsible for damages arising directly or indirectly from any delays for causes beyond Contractor's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by City or City's contractor's consultants at any level; or discovery of any hazardous substances or differing site conditions.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon Contractor's receipt of payment in full for services rendered under this Agreement. Contractor shall deliver all such products to City prior to Contractor's receipt of payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property to the extent found to be caused by any negligent act, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, Contractor agrees to indemnify and hold Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent found to be caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third-party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The General Liability and Automobile Liability insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which

shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, including (1) breach by Contractor of any material term of this Agreement, and/or (2) failure by the parties to reach agreement on the compensation and schedule adjustments necessitated by any material changes in the Scope of Services or the nature of the project, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits. Contractor shall have the right to terminate this Agreement upon giving City ten (10) calendar days prior written notice for any of the following: (1) breach by City of any material term of this Agreement, including but not limited to Payment Terms; (2) failure by the parties to reach agreement on the compensation and schedule adjustments necessitated by any material changes in the Scope of Services or the nature of the project; (3) suspension of the project or Contractor's services by City for more than ninety (90) calendar days, consecutive or in the aggregate.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a “public works,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to

immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by certified mail, return receipt requested, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Sargent Town Planning, Inc.
706 South Hill Street, 11th Floor
Los Angeles, CA 90014
Attn.: David Sargent

Telephone: (213) 328-2601
E-Mail: dsargent@sargenttownplanning.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Chad Ortlieb

Telephone: (714) 744-7237
E-Mail: cortlieb@cityoforange.org

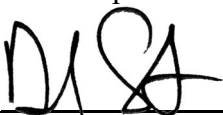
25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

SARGENT TOWN PLANNING, INC.
a California corporation

*By: 
Printed Name: David Sargent
Title: President

*By: 
Printed Name: Annabelle Sargent
Title: Secretary

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

- *NOTE:**
- City requires the following signature(s) on behalf of the Contractor:
(1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

Exhibit A. Scope of Services

North Tustin Street Specific Plan

Task 1 Project Initiation and Management

Task 1 includes collecting relevant documents and data, and getting Consultant and City well organized to work collaboratively in crafting a visionary yet practical plan for the North Tustin Street Corridor. This task also includes the on-going project management and team coordination throughout the life of the project.

Task 1.1 Data Collection and Review

The Consultant will communicate with City to identify and gather existing relevant planning documents, technical studies, and GIS data. The Consultant will prepare a working draft planning level base map of the Plan Area, and in anticipation of the kickoff meeting will conduct an initial high-level review of existing conditions and background documents, including the General Plan, Zoning Code, and Tustin Street Design Standards. Such an initial review typically improves the effectiveness of the kick-off meeting by enabling Consultant to ask better questions and engage City in a better-informed discussion of the project area, objectives, and potential opportunities and constraints.

Deliverables

- Annotated list of collected data
- Draft base map of Plan Area

Task 1.2 Kickoff Meeting and Corridor Tour

In a one-day session, the Consultant will meet with City to discuss the overall project work plan, identify Specific Plan goals, and conduct a walking/driving tour of the North Tustin Street Corridor. Depending on COVID-19 protocols at the time, this meeting may be a fully in-person event in a single day, or may be a virtual meeting with all STP team members and City staff, followed by a half-day site visit in separate cars and on foot.

The meeting will include at least one representative of each firm on the Consultant Team, and in addition to full-team discussion of the project work plan, time will be scheduled for each firm/discipline to have direct discussion with their City staff counterparts regarding data sources, analytical techniques, and documentation preferences.

Deliverables

- Kickoff meeting & corridor tour
- Meeting agenda and summary memorandum
- Refined project work plan

Task 1.3 Project Management and Ongoing Team Coordination

Consultant's approach to project management is highly collaborative and interactive, both within our consultant team and with the client team. Starting in the kickoff meeting, Consultant will rapidly form a single, seamless consultant/client team. Based on the communication protocols established in the kickoff meeting, the STP's project manager will communicate

regularly with the City's project manager, mostly via email but also via phone and online conference calls and file-sharing via a shared cloud-based platform such as SharePoint and/or Dropbox.

The frequency of check-ins will be as mutually agreed at the kickoff meeting, and as warranted by the nature and progress of the work in each task, but no less than bi-weekly and more often when useful. Throughout the life of the project, Consultant will conduct regular and periodic conference calls with City staff to discuss the progress of work, review and resolve issues and opportunities as they arise, and receive City comments on draft work product. Such meetings may be in person at the City every month or two if possible and safe.

Consultant will submit invoices monthly, accompanied by progress reports identifying work completed, next steps, and requests for specific information or decisions and direction from the City.

At key junctures in the work, Consultant may convene working meetings in our studio, in the City's offices and/or via online meetings in order to work rapidly, interactively and collaboratively to clarify issues, define and sharpen questions, and work together to find answers, solutions and alternatives. Examples of such points in the planning process at which such sessions are invaluable include:

- When existing conditions analysis is mostly complete, and opportunities and constraints are becoming apparent, to focus the Team's attention on the most promising aspects/areas.
- During and after initial stakeholder engagement, similarly to focus attention on the more promising directions the work may head.
- When initial "imagine the possibilities" presentations are being finalized for use in workshops or online engagement, to calibrate them to the City's inclination for change and likely community acceptance.
- Engage in meetings and calls with City staff as necessary to review findings and begin development of land use scenarios.
- At one or two key points in the preparation of the draft Specific Plan to review and refine recommendations based on City and community goals.
- When implementation recommendations are being crafted for the preferred land plan.

Deliverables

- Monthly invoices and progress reports
- Biweekly check-in meetings, including meeting agendas and summary memorandums
- Working meetings, including meeting agendas and summary memorandums (up to 9)

Task 2 Existing Conditions Analysis & Precedent Research

Task 2 is focused on careful analysis of the Specific Plan Area as it is, and identifying apparent opportunities for and potential constraints to beneficial change. This includes reviewing and summarizing relevant plans and regulations now in effect, existing and historic physical development patterns, current economic conditions and market potential, and current and planned transportation and mobility systems and services.

Task 2.1 Land Use and Urban Character Analysis

Based on GIS data provided by the City and supplemented by readily available aerial/satellite photography, Consultant will complete the Plan Area base map at the best available accuracy showing all streets and other public spaces, blocks, lots and buildings. Consultant will visit, analyze and photo document the Specific Plan area to prepare a series of diagnostic maps and diagrams that clarify existing urban and architectural patterns within and surrounding the Specific Plan area. Topics addressed will include existing block and street network patterns, parcellation and ownership, building footprint, heights and massing types, surface parking and other paved areas, and street frontage character and typology. Photography taken by the Consultant Team and gathered from online mapping and photography resources will be collected, organized, and incorporated into the diagrams and a PowerPoint presentation to help all participants in the planning process to see and understand the existing built environment as it is, as the foundation for imagining how elements and attributes might change over time.

The Consultant, in collaboration with the City, will identify key opportunity site within the Specific Plan area that can serve as catalysts for future revitalization, including sites appropriate for meeting portions of the City's RHNA allocation. Opportunity sites will be mapped and prioritized based on their potential to catalyze public and private investment.

Consultant will also review the General Plan and other relevant City plans and will prepare a short report and series of PowerPoint slides summarizing policies, programs, regulations, and actions that are supportive of or potentially in conflict with the objective of fostering vibrant, walkable, and sustainable infill redevelopment within the Specific Plan area. Maps and diagrams prepared will include existing land use, planned land use per the General Plan, existing development intensities, and development intensities enabled by current zoning. This PowerPoint presentation will be used in internal City staff/consultant team working sessions, in meetings with stakeholders, in briefings for City management and leadership, and in subsequent in-person and online community engagement activities.

Deliverables

- Plan Area base map
- Analytic maps and diagrams (up to 6)
- Plans and policy analysis PowerPoint presentation detailing findings, opportunities, and constraints for infill redevelopment

Task 2.2 Fiscal and Land Use Market Analysis

This task will include separate fiscal and market analyses which will then be integrated with the findings from Task 1 to provide overall direction to the land use alternatives to be considered at part of the Specific Plan formulation process. The fiscal analysis will establish a baseline understanding of what the Plan Area has contributed to the City's General Fund over the past three to five years focusing primarily on sales, property, transient occupancy tax revenues as a percent of total City revenues. The depth and precision of this analysis will depend on the City's willingness and/or ability to provide Consultant with sales tax information in some format, either on a business by business basis, or in some aggregated format, and property tax information also broken out by the study area or in some other format that would enable

Consultant to impute some average property tax values that can be multiplied by acreages by land use. Having this information for multiple years will enable the analysis to illustrate which revenue sources might be increasing, decreasing, or flat, and to compare these numbers against other trends. Key City department heads, including Finance, Police, Public Works, Fire, and Parks and Recreation will also be interviewed to establish metrics for measuring average costs to serve the current land use mix in the study area, as well as establishing metrics for costs to serve new development types that could be introduced into the area including multifamily housing, new commercial development, and mixed use development.

The market analysis will provide information regarding demographic and economic growth trends for the City of Orange, and as appropriate for one or more trade areas to understand demand dynamics as well as document existing competitive supply for commercial activities that either currently compete with, or could compete with existing or new development supply in the study area. This study will include a review of published data from the census, the CoStar real estate data base, and other locally available real estate information. The quantitative data will be augmented with qualitative interviews with local real estate developers and brokers as well as key property owners. These interviews will be used primarily to identify specific building prototypes that could be built in the Plan Area at some point in the future, as well as to confirm rents and/or sales prices that can be used to prepare a “fiscal profile” for each building type. It should be noted that these interviews will not supersede the outreach interviews in Task 3.2. The Task 3 interviews can be used to vet findings for both the market and the fiscal analysis.

Findings from the market analysis will be fed back through the fiscal analysis model to determine what the net fiscal implications would be for redevelopment in the Specific Plan Area. These findings will inform the land use alternatives to be considered as part of the Specific Plan process.

Deliverables

- Screen check draft fiscal and market analysis report
- Final fiscal and market analysis

Task 2.3 Transportation and Mobility Analysis

In the Specific Plan Area, Tustin Street is a commercial corridor with three travel lanes in each direction and a center left turn lane. The roadway, constructed in the car-centric era of the late 20th century, presents multiple challenges for pedestrians, including long walking distances to pedestrian crosswalks at signalized intersections approximately a quarter-mile apart, and large number of commercial driveways that create many points of conflict and safety concerns for pedestrians and motorists alike. Also, motorists making left-turns onto Tustin Street from the commercial driveways must cross three travel lanes with vehicles traveling at speeds of 40 mph and higher.

Consultant will prepare an initial high-level summary of existing traffic and multi-modal mobility networks. Consultant will evaluate roadway characteristics and vehicular traffic within the Plan Area - identify distribution of vehicular traffic, existing and potential bottlenecks, locations of high concentration of collisions, gaps in the pedestrian and bicycle network, existing public

transit stops and amenities, street crossings, bike lanes, etc. Consultant will conduct vehicular operations analysis on up to 14 focused study intersections to identify existing congestion areas, bottlenecks, safety concerns, challenges and opportunities. Consultant may obtain existing traffic data from the City or a count vendor for the analysis. Existing VMT analysis will be conducted to determine the baseline conditions when developing alternatives. Consultant will gather online mapping and photos along with photos taken by Consultant and be incorporated into diagrams identify existing conditions and opportunities for new or enhanced transportation and mobility features. The diagrams will be used by the Consultant Team during the development of alternatives in Task 4.2.

Deliverables

- Screen check draft transportation and mobility analysis report
- Final transportation and mobility analysis

Task 2.4 Infrastructure Analysis

Consultant will coordinate with City and other utility providers to obtain mapping of existing and planned utility plans, infrastructure systems, and assessment reports. This will include review of City-owned Utility Master Plans for sewer, water, recycled water, and storm drainage. This task will focus on backbone infrastructure for the Specific Plan area and will identify major existing deficiencies, planned improvements, and potential future deficiencies.

Deliverables

- Memorandum of infrastructure assessment

Task 2.5 Initial Precedent Research: Places, Projects, Policies and Strategies

Based on the Specific Plan objectives as refined and clarified through discussion with City staff, and the results of the analyses in Tasks 2.1-2.4, Consultant will collect imagery and diagrams of selected places in which change of the types contemplated for the Plan Area have been successful, or perhaps less than successful.

Deliverables

- Precedents case study memorandum

Task 3 Community Engagement and Visioning

In Task 3, the Consultant Team will engage City leaders, City staff, and the community in envisioning the possibilities for the Plan Area, and in ascertaining the level of community interest in potential land use, urban design, and transportation changes that might evolve the North Tustin Street Corridor into a more complete, active, valuable, and transit supportive series of places in which residents, workers and visitors can live, work, shop and play in north-central Orange.

STP anticipates that community engagement – whether physical community workshops and/or virtual workshops utilizing online engagement tools – would be interspersed with the work in Tasks 4 and 5. That would allow the community to weigh in on alternatives and preferences at each stage

of Plan definition, and allow the Consultant Team to receive fresh input at key points in the iterative scenario development process.

Task 3.1 Public Outreach

Consultant will develop an Outreach Strategy Memo with outreach objectives and measures of success, key steps of the process, targeted stakeholders and audiences, meetings and workshops for the project, proposed outreach activities, public information and communication, and roles and responsibilities. Consultant will work with City staff to finalize target audiences, locations and format for the outreach sessions.

To encourage and gather input from a cross-section representative of community demographics, Consultant will conduct the following two community-wide workshops – a Discovery Workshop and Vision Workshop – at key points in the public outreach process. If required by health protocols at that time, the workshop may be organized using online engagement techniques, or some combination of both.

A Discovery Workshop will be the initial step in the broader public outreach and engagement process in which the Consultant Team shares with the community the goals and area of the Specific Plan project, the information and insights gained so far from existing conditions analyses, and encourages them to imagine the possibilities. If in-person engagement is feasible, we recommend a Saturday morning workshop with light breakfast and coffee, to provide a comfortable setting in which attendees can receive information, ask questions, share their views, and discuss their hopes, concerns and dreams for the future of the Study Area. If a location within the Plan Area is available, a walk-around component might be added to the workshop. If required by health protocols at that time, the workshop may be organized using online engagement techniques, or some combination of both.

The Vision Workshop will be held after initial concepts and land use alternatives have been drafted. In this physical and/or virtual workshop, the Consultant Team will present a short synopsis of information and insights gained in previous Tasks, and a draft illustrated land use alternatives presentation. The presentation will summarize high level goals and objectives and will illuminate the possibilities for place-making and economic development for the North Tustin Street corridor, as well as connectivity between those transformed places and adjoining neighborhoods and transit. Community members will have the opportunity to review the transportation and public realm framework, land use mix, and development intensity options and provide feedback in order to refine and establish a preferred land use alternative at this workshop. This workshop will be conducted in parallel with a workshop of the Planning Commission and/or City Council to maximize opportunities for input.

At several critical junctures in the project, Consultant will prepare brief online surveys that can be placed on the City's website and included with public notices. The topics of the surveys can vary but may include:

- Developing and prioritizing key issues and challenges
- Participating in a visual preference survey for the overall design character
- Reviewing and voting on land use alternatives

- Reviewing and voting on potential policy directions for topics such as affordable housing, parking, and bicycle infrastructure
- Voting on priority implementation actions

Consultant will prepare at minimum two brief online surveys and more as is possible within the scope and budget.

Deliverables

- Outreach strategy memo
- Two (2) public outreach sessions, including agendas and collateral materials
- Outreach summary draft and final memorandum
- Online surveys (min. 2)
- Summary memorandum of online community survey results

Task 3.2 Stakeholder Outreach

Consultant will work with City to identify key stakeholders and to prepare and conduct two rounds of outreach with them – first stakeholder interviews and second a stakeholder workshop. Stakeholders will include property owners, businesses, and residents in the Plan Area, Chamber of commerce representatives, Building Industry Association representatives and developers, real estate brokers, and residents of abutting neighborhoods.

- **Stakeholder Interviews.** Consultant will review findings from Tasks 1 and 2 with stakeholders and solicit input on issues including, but not limited to, strengths and challenges, resident quality of life matters, business attraction experiences, developer appeal, and perspective on City policies and regulations. Interviews may be conducted up to two full days in Orange, or an equivalent amount of time via video conference calls.
- **Stakeholder Workshop.** Consultant will prepare and conduct a stakeholder workshop to present initial vision concepts and land use alternatives. Stakeholders will have the opportunity to review the land use options in relation to information collected in Tasks 2-4 and provide feedback to the Consultant Team to refine and establish a preferred land use alternative. The workshop is expected to be an evening or weekend meeting that last approximately three to four hours.

The option of confidentiality will be offered in these interviews to increase the openness with which stakeholders are willing to share insights regarding real estate and business interests with our Team. The compiled notes will identify issues, hopes and concerns expressed, but in some cases without attributing specific inputs to specific individuals or property or business interests.

Deliverables

- Prepare outreach materials, notices, agendas, and presentations for stakeholder interviews and workshop.
- Stakeholder interviews (up to 10).
- Stakeholder workshop
- Summary memorandum of stakeholder interviews and workshop

Task 3.3 Meetings with City Officials

Key members of the Consultant Team will attend and assist City staff in leading up to two meetings each with the Design Review Committee, Planning Commission, and City Council. At City's discretion, meetings may be joint study sessions, or could be a meeting with each body, or could be a hybrid as agreed upon by City and Consultant. We anticipate that decisions as to the preferred format of each of the meetings, whether joint sessions or separate, will be made initially in the kick-off meeting and may be adjusted as the work progresses.

Consultant will meet with the City advisory bodies at two key junctures throughout the Specific Plan process. First, after the initial round of community outreach and conclusion of the existing conditions analysis. This will provide the DRC/PC/CC the opportunity to review and discuss the issues and opportunities identified by the Project Team and the feedback received from the community to date. The Consultant Team will also be able to gather their feedback on the issues and opportunities as well as their vision, goals and overall direction for the North Tustin Street corridor. The second meeting will be held during refinement of the preferred land use alternative. This will provide the DRC/PC/CC to provide substantive input on finalizing the preferred land use alternative and the Plan Framework Consultant will assist City staff in preparing meeting materials and responding to questions by the City's recommending and decision-making bodies.

Deliverables

- Attendance at Design Review Committee, Planning Commission, and City Council meetings (up to 2 each)

Task 4 Land Use Alternatives and Urban Design & Streetscape Framework

In Task 4, Consultant will develop and confirm the City and Community's vision for the North Tustin Street Corridor, building on and refining the initial concepts and possibilities into a series of place-specific strategies and design alternatives for systematically evolving the Corridor into an active, attractive and complete, walkable and transit-served, mixed-use urban district, destination and gateway into the City.

Task 4.1 Initial Concepts and Urban Design & Streetscape Framework

Based on the existing conditions analysis in Task 2 and input and direction from City Council and City staff in Task 3.3 and the information received from the community and key stakeholders in Tasks 3.1 and 3.2, Consultant will review and refine commercial corridor, town center and infill development precedents, and conduct an "internal charrette" with the entire Consultant Team and City staff either in Consultant's LA studio or virtually, depending on COVID-19 guidelines at that time.

In this 2- to 3-day session, all Team members will work rapidly and collaboratively to define initial concepts for streetscape and public space improvements, adaptive reuse and infill development typologies, transit connections and benefits, and other key strategies for increasing commercial activity, including providing new opportunities for sustainable community and neighborhood-serving retail and employment uses, inserting new housing into high quality living environments, promoting active transportation and pedestrian activity, and better leveraging the value of proximity to high quality transit in the Plan Area.

The result of this work will be an initial draft Urban Design & Streetscape Framework that begins to organize the corridor into unique “place types” based on a variety of existing and potential urban characteristics. Because of the length of the corridor, we anticipate there being three to five of such place types; for instance: “enhanced commercial center/strip,” “lifestyle/mixed-use commercial center,” “walkable mixed-use neighborhood center,” “mixed-use town center,” “walkable mixed-use neighborhood,” and potentially others. These may also likely include multiple nodes or centers (concentrations of activity, entertainment, commerce, etc.) that must be well-connected and woven together by a unified/unifying public realm.

Each Place Type will be summarized and illustrated (with initial urban design visualizations and precedent imagery) to describe a potential of range of uses, mix of uses, building scale and development intensity, pattern and connectivity of the public realm, and architectural and urban scale and character. Central focuses of these types will be streetscape character, active transportation accommodation, transit support, and financial feasibility.

This work will be summarized and compiled into an “imagine the possibilities” PowerPoint presentation and potentially also as display boards or web-ready material for use at the Vision Workshop, as described in Task 3.1.

Deliverables

- Internal charrette
- Draft PowerPoint of initial concepts and visualizations

Task 4.2 Sustainable Transportation Opportunities

Based on the outcomes of Tasks 2 and 3, Consultant will explore potential opportunities for rebalancing the allocation of the Tustin Street right-of-way in favor of pedestrian and bicycle modes, and in support of potential future improvements in the level of transit service. This includes:

- Exploring potential opportunities to implement bicycle facilities that connect to existing and future bicycle facilities outside the planning area for local and regional connectivity. Such bicycle facilities will be evaluated to determine the appropriate bicycle facility providing direct and safe access to and from the existing and new residential, commercial, and other uses along and surrounding the Tustin Street corridor.
- Identifying existing and new locations for new sidewalks, curb ramps and street crossings throughout the planning area to provide minimal conflict with vehicular traffic to provide a safe pedestrian environment with ADA-compliant pedestrian facilities.
- Evaluating the potential for micro-transit opportunities within the planning area. With potential mixed-use developments along the corridor, micro-transit opportunities may be evaluated to be incorporated along the commercial areas, providing alternative modes of transportation opportunities between areas within the corridor. We will also consider incentives for businesses to support micro-transit opportunities along the corridor.
- Evaluation of the corridor to determine if traffic volumes warrant the existing three lanes in each direction and the potential for roadway reconfigurations. We will analyze the potential for reducing vehicle travel lanes along the Tustin Street corridor from

three lanes in each direction to two lanes for implementation of buffered bike lanes, and develop the corridor to truly serve all modes of transportation. We will also evaluate the potential for bus stop turnouts along the major routes to minimize the impacts to vehicular traffic during peak periods.

- Evaluate the vehicular operations at a regional level (VMT) and focused level (Intersection) of recommended roadway improvements for each alternative developed in Task 4.2.

Tustin Street is a commercial corridor in close proximity and parallel to SR-55 freeway. Moderating vehicle travel speeds to create a sense of place will likely be important for business owners, shoppers, and local residents, improving as it can the safety and comfort of pedestrians, cyclists and motorists, while also enhancing the visibility of businesses to passing motorists. After conducting intensive public outreach with stakeholders, traffic calming measures such as narrowing of travel lane widths, adding mid-block pedestrian crossings, and other treatments may be evaluated for the various planning area alternatives.

Consultant will develop incentives and standards, to be included in the Specific Plan, for multi-modality including pedestrian amenities, bicycle facilities and inter-connectivity on and between sites within the Plan Area, and for connectivity to adjacent residential neighborhoods and park and school uses outside of the Plan Area.

Deliverables

- Memorandum of Sustainable Transportation Opportunities in the Planning Area

Task 4.3 Alternatives Development

Based on the feedback received on the initial Urban Design and Streetscape Framework and supporting vision illustrations, Consultant will define up to three (3) land use alternatives, refining the mapping of the identified Place Types onto the Plan Area and narrowing in on the intended degree/type of change anticipated for each part of the corridor. The nature and range of the alternatives will be as defined through the process of engagement with City staff, the community, and City leadership, but we expect them to include a “less ambitious change” alternative focused on improved retail and limited zoning changes, a “more ambitious change” alternative introducing more housing in horizontal and/or vertical mixed-use configurations,” and some “most ambitious change” or “aspirational” alternative envisioning a significant town center and transit-ready mixed use development in much of the Plan Area.

The alternatives will be diagrammed and illustrated in map form, with illustrative vignettes of key areas in plan, section and perspective sketch views. The primary focus of these illustrations will be the form and character of the public realm (human-scaled blocks, streets and public spaces), building massing, and property frontages, and will likely include, but not be limited to:

- Refined studies for potential infill development opportunities studying building use, form and character, parking (potentially sharable) strategies, etc.
- Recommendations for circulation and connectivity improvements along the corridor, including:
 - Opportunities to insert new network connectivity into several of the very large

- parcels along the corridor – including the potential insertion of additional (new) street connections crossing Tustin St.
 - Opportunities for new/improved connectivity to adjacent neighborhoods and open spaces.
 - Opportunities for improved transit and bicycle facilities and accommodations.
 - The potential for long term trip reduction on Tustin St through reduced trip generation from mixed-use areas and diversion of short trips from arterials onto enhanced/completed local street networks.
- Recommendations for streetscape and public frontage improvements along the Tustin St corridor, including:
 - Potential improvements to sidewalks, crosswalks, street landscaping, lighting, furnishing, and signage for enhanced pedestrian comfort and safety.
 - Potential roadway re-configuration in focused areas.
 - Opportunities for incorporation of stormwater retention and bio infiltration in streetscape/landscape elements.
 - Opportunities for gateways, local and citywide wayfinding and branding elements.
- Strategies for sensitively transitioning between areas of intensity along the corridor and adjacent neighborhoods.

Deliverables

- Land use alternatives (up to 3)

Task 4.4 Preferred Alternative

Based on input and feedback from City Staff, City Council/Planning Commission and the Community, the Consultant Team will converge upon a preferred land use, urban design and streetscape framework (“alternative”). This will likely include the assignment of the degree/type of change scenarios identified in Task 4.3 (or hybrids thereof) to selected segments of the corridor as the preferred alternative is clarified.

This framework will present a clear picture the intended physical, functional, and economic evolution of the corridor. It will also be the basis for the Vision chapter(s) of the North Tustin Corridor Specific Plan (NTCSP) and the Regulating Plan for implementation of the NTCSP’s objective development standards and design guidelines, and it will directly inform the Project Description studied by the EIR. It is worth noting here that the preferred alternative will define a range of potential use mixes and intensities for each segment and node of the corridor, not a single static “project design” for any portion thereof, as is the nature of “a plan” as distinct from “a development project.”

Deliverables

- Preferred Alternative
- Development Program for EIR Project Description.

Task 5 Specific Plan Preparation

Based on the Preferred Alternative, Consultant will prepare administrative, public review, and public hearing drafts of the North Tustin Street Specific Plan. The Specific Plan will include a vision for the public realm and private development within the Specific Plan area, along with policies, programs, and implementation strategies.

Task 5.1 Specific Plan Framework

Consultant will prepare a detailed outline for the Specific Plan, including an implementation framework, for review and approval by City staff. It will include brief descriptions addressing concepts for:

- Multi-modal circulation network including private vehicles, transit, pedestrians and cyclists as appropriate
- Urban design/streetscape program addressing city gateways, corridor activity nodes, open space opportunities, neighborhood transition, and linkage
- Infrastructure program
- Short and long-term goals and objectives for plan implementation.
- Local, State, and Federal grant and other funding opportunities for private redevelopment and public projects in the Specific Plan area.
- Streamlined development review process.

Deliverables

- Preliminary draft Specific Plan outline

Task 5.2 Administrative Draft Specific Plan

Based on the approved Specific Plan outline from Task 5.1, Consultant will prepare an administrative draft of the North Tustin Street Specific Plan that meets the requirements of Government Code §65450-65457. Consultant will follow a structure generally as below but will be flexible to ensure that its organization and contents meet the City's needs and preferences.

- **Introduction and Purpose:** This section will describe the background and purpose for the Plan; briefly summarize the planning and transportation setting (more detailed background analysis may be included as an Appendix); and describe the relation to other plans, including the General Plan.
- **Vision and Guiding Principles:** This chapter will present the community's vision for the Specific Plan area and local and regional connectivity and transitions. It will tell the story of the community's hopes for the area's long-term future, and how the plan will enable the systematic coordination of each increment of public and private reinvestment toward that future vision.
 - **Land Use and Urban Form:** This section will present the overall patterns of connectivity, mobility, the distribution and intensity of land uses, and the intended urban patterns and forms.
 - **Land use regulations.** A Conceptual Regulating Plan will present the distribution of place-based land use and urban form designations.

- **Land Use direction/policies.**
- **Design guidelines.** Design guidelines will be provided for areas of change and areas of conservation to help ensure high quality development and the creation of a vibrant, pedestrian-oriented corridor.
- **Development Code.** Based on final direction received from City Staff, the Specific Plan will prepare Objective Development Standards for the Plan Area.
- **Public Realm, Transportation and Infrastructure:** This section will focus on the public space and transportation networks within and connecting to the Plan Area. KOA will provide expertise to ensure that mobility recommendations support and are integrated with larger land use and placemaking objectives. It will include the following topics/section:
 - **Multimodal Network.** Based on assessment of existing conditions the Team will identify multimodal improvement recommendations to facilitate convenient, safe, and equitable access by all modes to the Plan Area.
 - **Street Network.** High-level conceptual design of potential access and safety improvements.
 - **Parking.** Comprehensive parking strategy including demand management policies to ensure availability while increasing cost-effectiveness and accommodating future demand.
 - **Infrastructure.** Technical information for utilities will include diagrams and descriptions for internal accommodations and connections to local/regional networks, demand analysis for sewer, water, recycled water, and drainage, capacities/deficiencies for existing utility networks, and planning level cost budgets for utility system improvements and upgrades and roadway improvements/upgrades. Planning-level cost estimates will also be provided in alignment with the demand analysis prepared in this task, and with the availability of information about system improvements needed to address existing utility capacities and deficiencies.
- **Plan Administration.** This chapter will present a clear review process to provide an understanding of how the Specific Plan applies to development projects. Community benefits framework and development incentives will be included.
- **Implementation.** Consultant will coordinate with the consultant team, primarily advising on public financing options, to make recommendations for capital improvement program planning and related strategies. A range of financial considerations and policy issues are often involved in the selection of funding sources and financing mechanisms and it will be important to clearly understand the City's viewpoint at the outset of this effort. Consultant will review desired infrastructure improvement projects and associated costs and consider potential funding sources for various categories of investment. Reflective of City priorities and funding/financing strategies, Consultant will provide a review of funding and financing tools that may be applicable to development within the Plan Area. For the most promising funding and financing approaches, Consultant will evaluate applicability and implementation requirements. This funding and financing evaluation will consider site-specific funding options and City-wide sources.

Consultant will submit the Administrative Draft Specific Plan to City staff for review and will participate in conference calls and screen-share sessions to review and discuss staff questions and comments.

Deliverables

- Administrative Draft Specific Plan

Task 5.3 Screencheck Draft Specific Plan

Based on comments from staff, Consultant will prepare a Screencheck Draft Specific Plan in InDesign. Consultant will submit the Screencheck Draft Specific Plan to City staff for review and will participate in conference calls and screen-share sessions to review and discuss staff questions and comments.

Deliverables

- Screencheck Draft Specific Plan

Task 5.4 Public Review Draft Specific Plan

Consultant will prepare a Public Review Draft of the Specific Plan based on minor, editorial, and formatting comments provide by staff's review of the Screencheck Draft. This will be the version that will be presented to the City Council and Planning Commission during the public hearing process. City staff will compile public comments and provide clear direction to the Team on how to implement specific changes.

Consultant will provide 30 hardcopies of the Public Draft North Tustin Specific Plan. Per the RFP, five of the hardcopies will include appendices and the rest will include a cd insert.

Deliverables

- Public Review Draft Specific Plan, including 30 hardcopies

Task 5.5 Final Specific Plan

Consultant will prepare a Final North Tustin Street Specific Plan in response to comments made by the City's advisory bodies and clear direction from City staff on the specific changes to be made. Consultant scope and budget assume that only minor changes will be needed to finalize the document.

Deliverables

- Final North Tustin Specific Plan

Task 6 CEQA Documents

Consultant will prepare a Program Environmental Impact Report evaluating the Specific Plan and any associated actions, including any amendments to the 2010 General Plan or the City's zoning or zoning ordinance.

Task 6.1 Notice of Preparation & Scoping Meeting

Consultant will prepare the Notice of Preparation (NOP) for the EIR containing all information required by Section 15082 of the CEQA Guidelines. Meridian Consultants will submit a draft of

the NOP for review by the City, revise this draft in response to any comments, and prepare and distribute the finalized NOP for the required 30-day review period to all parties on the distribution list provided by the City.

Consultant will prepare Project Notification letters for the City to send to Native American Tribes on the City's AB52 Notification List.

Consultant will assist City staff in organizing and conducting a public scoping meeting, including preparing a PowerPoint slide presentation on the environmental review process the City is conducting for the Project, a Project information handout, and comment forms.

Deliverables

- Prepare and Distribute Notice of Preparation
- Prepare and Distribute Tribal Consultation Letters
- Prepare Scoping Meeting Materials

Task 6.2 Administrative Draft EIR

Consultant will prepare a draft Project Description including all items required by Section 15124 of the CEQA Guidelines CEQA including the project location, project objectives as defined in the Specific Plan, the proposed discretionary approval actions and intended uses of the EIR, and a list of all other related environmental review and consultation requirements. This description will be provided for review by the City prior to work beginning on the Program EIR and revised as needed to respond to the City's comments After the revised Project Description is reviewed, it will be finalized in response to the City's comments.

Based on the characteristics of the Specific Plan and a preliminary review of the potential impacts of the Project, a preliminary range of reasonable alternatives that could feasibly meet the project objectives while reducing or avoiding likely significant impacts will be provided for review and discussion. Brief descriptions of each alternative will be provided. After meeting with staff, the alternative descriptions will be revised. After the revised alternative descriptions are reviewed, these descriptions will be finalized in response to the City's comments for incorporation into the Administrative Draft EIR.

Consultant will prepare an Administrative Draft EIR evaluating the impacts of the Specific Plan and related actions. The analysis will address any specific sites to the level of detail on future development included in the Specific Plan to streamline the environmental review of subsequent individual development projects in the Specific Plan area. Program mitigation measures will be carefully developed to address potential impacts in a manner that will reduce the need for additional environmental reviews of development projects that are consistent with the Specific Plan. Based on the location and characteristics of the area that would be affected by this plan, it is anticipated that the following topics will be evaluated in the EIR: Aesthetics, Air Quality, Energy, Greenhouse Gas Emissions, Land Use & Planning, Noise, Public Services, Transportation & Traffic and Utilities & Service Systems. The other topics on the standard Initial Study checklist form will be addressed in the Effects Not Found to be Significant Section of the EIR. Consultant will prepare Air Quality, Energy, Greenhouse Gas Emission and

Noise technical studies to support the EIR. Information from the transportation study on Vehicle Miles Traveled (VMT) and infrastructure studies prepared for the Specific Plan will be incorporated into the EIR. If the amount of development permitted by the Specific Plan meets the definition of a Water Demand Project in Section 15155(a)(1) of the CEQA Guidelines, Consultant will coordinate with the City of preparation of a Water Supply Assessment (WSA), based on the information in the City's 2015 Urban Water Management Plan (UWMP) or the 2020 UWMP if it is available, and incorporate information from the WSA prepared by the City's Water Division into the EIR.

Deliverables

- Draft project description and alternatives options.
- Administrative Draft Program EIR, including all necessary technical appendices and mitigation monitoring and reporting plan. This deliverable includes providing up to two subsequent revised drafts to implement staff comments and 10 hardcopies for public review.

Task 6.3 Draft EIR and Public Review

Consultant will meet with City staff to receive the City's comments on the Administrative Draft EIR and revise the Administrative Draft EIR to incorporate the comments and requested information to prepare Screencheck EIR for review by City staff. After City staff reviews the Screencheck EIR, final revisions will be completed to prepare the Draft EIR for public review. Consultant will prepare the Notices of Availability and Completion of the Draft EIR and distribute the Draft EIR for public review.

Deliverables

- Draft EIR, including NOA and distribution for public review

Task 6.4 Final EIR

Following the close of the 45-day public review period, Consultant will prepare the Final EIR will include a revised Executive Summary, a section containing corrections and additions to the Draft EIR, and the comments and responses. Consultant will compile, index, and review all written comments with the City prior to preparing the Administrative Review Final EIR for review by City staff. After staff has reviewed the Final EIR, revisions will be made in response to the City's comments and a Screencheck Final EIR will be prepared for review by City staff prior to preparation of the Final EIR. Consultant scope anticipates up to two subsequent revised drafts to implement staff comments. Per the RFP, Consultant will provide 30 hardcopies and digital copy of the Final EIR, five of which will include appendices.

Deliverables

- Final Program EIR, including response to public comments.
- CEQA Notices and submittal to the State Clearinghouse.

Task 7. Plan Adoption

Task 7.1 Public Hearings

Key members of the Consultant Team will attend up to two public hearings on the Specific Plan and PEIR. In preparation for the public hearings, Consultant will prepare a brief presentation (in PPT) describing the Specific Plan/PEIR. City staff will be responsible for preparing the staff report for the hearings. Attendance may include oral presentations to the hearing, if desired.

Deliverables

- Attendance at public hearings (up to 2)
- Presentation material for public hearings

Notes:

1. Unless stated otherwise, for all deliverables involving a document, the consultant will provide 6 hardcopies and a digital copy. Staff may reduce the amount of copies required at its discretion.
2. For all deliverables or components of deliverables that are maps, the consultant shall provide the maps in both a pdf and GIS compatible format.
3. Meetings identified in the tasks may be held in person or over the phone at the discretion of staff. Key consultant staff shall attend the meetings.

EXHIBIT B. PROJECT SCHEDULE

This schedule for the North Tustin Street Specific Plan follows the task structure as described in Exhibit A. Scope of Services. The schedule will be closely monitored throughout the project and is subject to change with City approval.

