

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

SOUTHERN GATEWAY SPECIFIC PLAN PROJECT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this _____ day of _____, 2023 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **RICK ENGINEERING COMPANY**, a California Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **December 6, 2023** and shall end on **December 31, 2025** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all applicable emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **Six Hundred Thirty Seven Thousand Ninety Six Dollars and Zero Cents (\$637,096.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **SOUTHERN GATEWAY SPECIFIC PLAN PROJECT.** The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded

to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, “Claims”) to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a “design professional” as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement.

The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant's failure to pay prevailing wages.

b. Labor Code of California. The Consultant's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the

extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City's annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing

and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by **Brian F. Mooney, Principal** (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, **Molly Binall, Management Analyst II** (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

RICK ENGINEERING COMPANY
Attn: Brian F. Mooney, Principal
5620 Friars Road
San Diego, CA 92110

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Molly Binall, Management Analyst II

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with
report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of

Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

Rebekah Kramer, Acting City Manager

Leslie Moulton-Post, President

Attest:

Sarah A. Manwaring, City Clerk

Albert Cuisinot, Chief Financial Officer

Approved as to Form:

[Note: 2 officer's signatures required if
Consultant is a corporation, unless provided
with a certificate of secretary in-lieu]

Jeffrey T. Melching, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Services shall include **SOUTHERN GATEWAY SPECIFIC PLAN PROJECT** services in the amount not to exceed **Six Hundred Thirty Seven Thousand Ninety Six Dollars and Zero Cents (\$637,096.00)** as further detailed in the following page(s).

EXHIBIT A.



SECTION 4

**PROPOSED PROJECT APPROACH
AND OVERALL PROJECT SCHEDULE**

4. Proposed Project Approach and Overall Project Schedule

PROPOSED PROJECT APPROACH AND WORK PLAN

This section describes the manner and method of services to be completed by the RICK Team for the City's Southern Gateway Specific Plan. To facilitate your review of this proposal, we have prepared a comprehensive scope that emphasizes key components of our approach to this project. We are flexible regarding the proposed scope of work and will work with you to prepare a more detailed and refined scope when we enter into a contract. RICK will remain flexible in the requirement for any scope amendments and we would be happy to work with you to ensure the successful completion of the project and a Specific Plan Update that the City and community can be proud of.



Project Understanding

Based on our careful review of the RFP, our recent work with the City to conduct public outreach for the Southern Gateway Specific Plan area, our familiarity with Menifee, our understanding of the City's Strategic Priority and objectives for this project, and our extensive experience with similar projects, our approach and preparation of this proposal responds to key project issues:

ESTABLISHING A NEW FRAMEWORK FOR MAXIMIZING POTENTIAL. The primary goals of the Economic Development Corridor - Southern Gateway are to define a vision that maximizes the economic potential of the Southern Gateway area and reflects stakeholder and community input and to establish the regulatory framework to implement that vision. Key opportunities for the Specific Plan involve establishing the Southern Gateway as an innovation district and leveraging its presence in the City by facilitating a burgeoning employment center for technology, healthcare, specialized manufacturing and more, supported by commercial uses and reconciling residential and mixed-use pressures by key developers. The RICK team will focus on implementation and feasibility through market-based recommendations in parallel with site design testing and an economic proforma. Our methodology will involve discussing the relationship between the City's vision, plan objectives, achievable goals, design standards, and implementation tools very early on in the planning process.

RICK has extensive experience developing implementable planning programs that balance financial feasibility with realistic planning parameters. We will ensure our plans by testing development scenarios and building types in close partnership with economic analysis and financial modeling. We do this for practically every project because this makes it easier for developers, landowners, and the community to buy-in to our plan, as they are the key stakeholders and decision makers.

Further, based on our experience preparing similar plans, such as the Northside Specific Plan in the City of Riverside, East Valley Specific Plan in the City of Escondido, and the Lithium Valley Specific Plan in Imperial County, we understand the relationship between focused land use and zoning, design, and infrastructure and how to help the community visualize and understand the truths and myths of change. We will show through this process, what is possible and focus on renderings, visual simulations, and accurate representations of the vision.

BROAD AND TRANSPARENT COMMUNITY ENGAGEMENT.

The underpinning for a successful plan is a public engagement process that builds trust with the community and leads to meaningful participation. The City is clearly committed to active participation by residents and community stakeholders and being responsive to citizen concerns, as evidenced in previous outreach efforts undertaken alongside the RICK Team. The Project will be an opportunity to involve and collaborate with the community, both with stakeholders who prefer to see a specific plan, and those who do not. Our outreach plan will focus on a vision for future changes, involve discussion of key opportunities and issue areas with stakeholders, and allow for development of land use alternatives and design standards with supporting visualization graphics. Our outreach philosophy is fundamentally based upon authentic and committed engagement supported by open and transparent decision-making. We believe we have demonstrated this alongside the City in previous engagement efforts for the Southern Gateway area and having developed a rapport with the community, a continuation of these efforts would build trust in the process.

CLOSE COORDINATION WITH STAFF. The RICK Team recognizes that we will serve as an extension of the City's own staff and that the City is seeking a team that is committed to an iterative and collaborative approach. We will work collaboratively with City staff

4. Proposed Project Approach and Overall Project Schedule

every step of the way – with strategies built into our project management approach defined in our scope below – to ensure that the joint process of preparing all project components is collaborative and communicative. RICK is committed to ensuring that the City’s needs are addressed promptly and effectively, issues are addressed quickly, and products are delivered on time and of the highest quality. We will be proactive, accessible, and responsive – committed to ensuring City needs are addressed promptly and effectively.

As Principal-in-Charge, Brooke Peterson will provide detailed oversight and will be intimately involved in all project coordination and engaged in constant communication with City staff. Shannon Baer as Project Manager will bring her process-driven and methodical approach to project management and execution to ensure successful project progress

RICK Strengths

» **Experienced.** We have prepared specific plans, corridor plans, downtown plans, and general and community plans throughout San Diego County, California and the greater southwest. We have experience developing visionary and award-winning specific plans that are based in market realities and result in real change. We have successfully delivered some of the most complex and creative plans completed in recent years that have catalyzed growth and investment. These plans include Brooke’s work leading the Downtown Taft Specific Plan, Escondido East Valley Specific Plan, and Murrieta General Plan Update; Shannon’s work on the Escondido East Valley Specific Plan and Encinitas El Camino Real Specific Plan; and Brian’s work leading the Riverside Northside Specific Plan.

» **Innovative.** No two communities and no two plans are alike. Community characteristics, stakeholder priorities, and political pressures are always different.

Technology is rapidly advancing and planning programs and outreach strategies are evolving. The RICK Team applies creative approaches, and proven experience preparing specific plans to spur economic investment – such as the Northside Specific Plan, Escondido East Valley Specific Plan, or El Camino Real Specific Plan – to all facets of its concept development, outreach and project management.

» **Passionate about Community Engagement.** Authentic engagement that builds trust with all project stakeholders through transparency and meaningful relationships is foundational to RICK’s approach. Whether it be crafted design of opportunities to facilitate the Visioning process, polling and hands-on concept development during the Project Alternatives Workshop, or visually-rich visual simulations of proposed concepts, we will seek to inform, educate and engage the community throughout the Project process.

» **Context-Driven-Community-Driven.** RICK planners are observers, listeners, technicians, and designers. We will partner with City staff and the community to develop tailored concepts that mindfully respond to Menifee’s goals, presence in the Western Riverside region, character and constraints.

Scope of Work

This section describes the manner and method of services to be completed by the RICK Team for the City’s Southern Gateway Specific Plan, Environmental Assessment and Related Technical Studies. To facilitate your review of this proposal, we have prepared a comprehensive scope that emphasizes key components of our approach to this project. We are flexible regarding the proposed scope of work and will work with you to prepare a more detailed and refined scope when we enter into a contract.

We also recognize that it may be necessary to alter certain aspects of the scope, such as outreach, as the

project progresses, and we will remain flexible in the requirement for any of these scope amendments. The RICK Team will be happy to work with you to ensure the successful completion of the project and a Specific Plan that attracts target industries and that the City and community can be proud of.

Task 1: Project Management

Strong project management and collaboration will be the cornerstones of RICK’s approach and crucial to successful, timely completion of the Southern Gateway Specific Plan. The RICK Team recognizes that we will serve as an extension of the City’s own staff and that the City is seeking a team that is committed to a collaborative approach.

Our Principal-in-Charge (PIC), Brooke Peterson, will be responsible for careful oversight, strategic guidance, close coordination on key components, detailed review of deliverables, outreach event facilitation, budget and scheduling tracking, and management of all Project Team members. She will maintain close involvement throughout the project. As Project Manager, Shannon Baer will be the key point-of-contact and responsible for day-to-day management of Project Team members, including staff and subconsultants, and completion of all project deliverables. She will provide detailed oversight, be intimately involved in all project coordination, and engage in constant communication with City staff.

Our Project Team also includes one of our most experienced community planning principals, Brian Mooney, FAICP, to serve as Strategic Advisor providing strategic insight and guidance and keen QA/QC review on key deliverables. Teresa Wilkinson, RICK Director of Environmental Services, will provide key environmental strategy and serve as Environmental Task Lead. Diego Velasco, with Citythinkers, will provide design support including preparation of design concept site plans, renderings/

4. Proposed Project Approach and Overall Project Schedule

illustratives, and other graphics. Diego is also bilingual so will participate in community outreach programs. Gary London, of London Moeder Associates will provide key market advice and strategy and service as the Market and Fiscal Analysis Lead.

1.1 | Kick-Off Meeting

Following formal notification of contract award, the RICK Team will organize and attend a kick-off meeting with City staff to accomplish the following:

- Clarify project objectives and deliverables;
- Review and discuss methodology for the assignment;
- Review and discuss the overall format and organization of the Southern Gateway Specific Plan Update and associated work products;
- Understand key considerations, political dynamics, project background, and other important context for successfully conducting the project;
- Establish roles and responsibilities for City staff and the RICK Team in preparing the Specific Plan, associated CEQA documentation, and public outreach efforts;
- Establish protocols for communication between the Project Team and City staff;
- Identify data inputs and information required;
- Determine a schedule for work products and the review process.

Following the kickoff meeting, the RICK Team will work with City staff to confirm the overall work program and refine the project schedule. This will include any refinements to the scope of work, a detailed project schedule, final roles and responsibilities, billing procedures, and lines of communication.

Our Kick-off process is unique in that we focus on reducing waste and inefficiency upfront by:

- Ensuring that your notions of value are understood and that everything we do directly addresses your value proposition and the betterment of the team.
- Enables alignment around project objectives, transparency and team integration to avoid issues that create rework and better leverage the collective expertise of all project stakeholders.

Our project kick-off meeting sets the goals for our high-performance team by understanding and seeking agreed-upon expectations of team behaviors, values, governance/decision making criteria and milestone planning.

1.2 | Client/Project Team Meetings

The RICK Project Team will schedule and attend virtual coordination and in-person meetings as needed, to discuss anticipated work, decisions and action items, activities, project issues, and deliverables to ensure progress occurs according to the established schedule and budget. Further, in our experience, the best strategy for maintaining continuity and consistent communications is to establish a standing, bi-weekly meeting between the City, and core members of the RICK Team PIC, Brooke, and Project Manager, Shannon. This allows us to maintain consistent communication, proactively address issues and will facilitate our team working as a virtual extension of City staff. Additional team members, such as Task Leads, would attend and participate, as necessary, depending on project needs. Our scope assumes up to 30 coordination meetings, most of which we assume will be conducted virtually. Meeting agendas and notes will be provided for each bi-weekly meeting.

1.3 | Budget and Schedule

RICK is committed to staying within budget and on schedule. The proposed RICK schedule carefully considers interrelatedness and efficiencies and tasks that can be done concurrently in order to move the project forward, consistent with the City's priorities, as quickly as possible. We will develop a further detailed project schedule that ensures sustained staff involvement in the process, allows for meaningful public participation, allocates sufficient opportunity for information and status updates to staff and decision makers, and provides adequate time for staff and the Project Team to respond to data requests and review products. We will maintain an up-to-date schedule throughout the project to ensure that staff are apprised of project status and all team members are aware of upcoming meetings and product due dates. A current Microsoft Project schedule as well as Deltek budget status will be available at City staff request at any time.

1.4 | QA/QC Procedures

RICK is committed to delivering the highest quality documents. The first step in maintaining a high standard is effective workload management. In addition, by maintaining an up-to-date schedule, we will anticipate work tasks and deliverable due dates with sufficient time built in to prepare quality products. All documents will go through a rigorous editing and word formatting process, meticulous PIC review by Brooke, and final QA/QC review by Brian on all key deliverables.

Task 1 Deliverables:

- Kick-off meeting agenda and follow up notes
- Final work program and project schedule
- Bi-weekly meetings, including meeting agendas and notes

4. Proposed Project Approach and Overall Project Schedule

- Microsoft Project (MS Project) schedule updates
- Monthly invoices

Task 2: Research and Site Analysis

2.1 | Market Analysis

Led by London Moeder Associates (LMA), the RICK Team will evaluate the market opportunities by conducting independent supply and demand analyses for the major, prospective land use elements of the Southern Gateway area. LMA will conduct a high-level market overview, including a review of key demographic and real estate market factors for the community and will determine how much and what type of demand can be supported in this market and make strategic concept, pricing, and marketing recommendations towards achieving a dynamic mixed-use urban setting.

The market analysis will evaluate the opportunities for various industrial, commercial and residential components including business and medical office, corporate headquarters, research and development, education, healthcare, technology, makers/craftsman manufacturing, and advanced/specialized manufacturing. The residential analysis will address market demand and depth for a variety of housing types, addressing location, potential number of units which can be accommodated, mix of housing choices, pricing and amenities. The general methodology to determine market opportunities for all land uses involves a comprehensive market analysis, which addresses supply and demand, and then reconciles the two to determine market gaps and opportunities. The key elements include:

The methodological approach for each land use differs in terms of the data that is utilized but is similar in the basic approach: we determine current and future demand, collect information on current

and future supply, then reconcile each to determine how much additional supply in each sector can be accommodated. This will involve independent studies of such candidate sectors as health services, R&D and advanced manufacturing.

The key is to maximize the opportunity in the market area. This means that 'past is not prologue': we do not look at the current and historical nature of the planning area to draw inferences for the future. Rather, we focus on new opportunities that will maximize the caliber of land uses which can prospectively be identified for this planning area as being viable in the marketplace. Through such an approach, the development community can be directed to seek the companies that offer the greatest economic potential to the City.

2.2 | Constraints, Issues and Opportunities Analysis

The RICK Team will undertake a Constraints, Issues and Opportunities Analysis and accompanying report for the Southern Gateway Specific Plan. Based on our experience, a Constraints, Issues and Opportunities Analysis supports the Specific Plan project process by guiding the project development story while also documenting the foundational conditions and characteristics from which to conduct the planning process. The purpose is to provide an overview of conditions and characteristics within the Specific Plan area and document potential opportunities and constraints from an objective, expert perspective to inform the land use, design, transportation, infrastructure, and implementation recommendations of the Specific Plan. The key issues, constraints, assets, and opportunities identified also serve to facilitate the community discussion of the Southern Gateway Specific Plan.

An important component of this task will be soliciting input from the community on constraints

and opportunities (see *Task 3.4.1 - Workshop #1*) and ensuring the RICK Team and City staff have a thorough understanding from the community. Soliciting feedback from the community will be critical to establishing a comprehensive context and will inform the preparation of the policy framework and other Specific Plan components. The RICK Team will work with the City to develop a set of criteria by which to evaluate the opportunities and constraints.

The following topics will be discussed in a Constraints, Issues and Opportunities Report:

1. Present existing uses and site conditions and constraints, including land use, mobility, aesthetics, market analysis, and site characteristics;
2. Issues and constraints including circulation, infrastructure and environmental considerations to set the stage for alternatives and design strategies such as biological, cultural, historic, agricultural, noise, and hazards;
3. Analysis of key challenges and constraints to set the stage for alternatives, policy and development standards formulation; and
4. Opportunities such as mitigation measures, enhancement and integration options that would entice the high-value industry sought by the City.

The Market Analysis will be included as a technical appendix to the Report.

Task 2 Deliverables:

- Opportunities, and Constraints Report and Supporting Studies (electronic copies of the Administrative Draft and Final in MS Word and PDF)

4. Proposed Project Approach and Overall Project Schedule

Task 3: Public Outreach

The RICK Team understands the City's priority goal of the Specific Plan is to create a thriving business and innovation district that is attractive to high-value businesses. Our community engagement strategy strives to respond to this goal by creating easily accessible opportunities in which all members of the community can participate.

Stakeholder Participation: The RICK Team are true collaborators, building off the City's early outreach efforts (supported by RICK), our Team will apply innovative and creative outreach methods to build trust with stakeholders and community, which is backed by our successful diverse experience in community engagement. The RICK Team recognizes the Southern Gateway Specific Plan area is predominantly undeveloped vacant parcels supplemented by a mix of rural and construction commercial uses, the Commerce Point industrial project under construction, and the Scott Road Commerce Center. Therefore, we see it as vital that we collaborate and reach consensus with the business owners in the area and find solutions that give business owners and property owners more

flexibility and economic stability. Our community engagement strategy will be tailored to the key community stakeholders including residents, business owners, property owners, developers, tribal groups and non-profit organizations.

Expert Facilitation: Key to conducting productive and civil community workshops is a well trained and experienced facilitator who can build trust among all participants. Brooke Peterson will serve as Lead Facilitator and is trained in the International Association of Public Practitioners (IAP2) techniques and core values - bringing experienced facilitation with a comprehensive range of creative, innovative, and tested engagement strategies. We will facilitate meetings to ensure that all voices are heard and will work with staff on strategies to avoid polarizing community interests.

3.1 | Public Engagement Plan

The RICK Team will prepare a Public Engagement Plan that defines the engagement touchpoints and sequence to provide a clear framework and guide for all community engagement throughout the project life cycle. RICK will be deliberate and thoughtful when

crafting the Public Engagement Plan to ensure it is uniquely tailored to fit the needs and key objectives of the project. With the project's key objectives in hand, techniques such as interviews, workshops, surveys, and others will be identified from the menu provided below to collect the information or input needed from the community. The Public Engagement Plan will include:

- Stakeholder Analysis
- Objectives for each public engagement event
- Project Management Information (project website, project manager contact information)
- Public Engagement Event Descriptions for programming and desired outcomes
- Project Timeline

The RICK Team recommends conducting an engagement program that provides some in-person touchpoints mixed with virtual activities to maximize the mix of engagement strategies and opportunities for input and broaden the level of participation. Online engagement is valuable in engaging people who don't usually participate and the RICK team has extensive experience in utilizing this for public outreach, supplemented with in-person events. The RICK Team will capitalize on all available forms of techniques and technology in order to reach and engage as many community members and stakeholders as possible. We will collaborate with City staff to identify the most relevant, valuable, and applicable engagement activities. Below is a menu of technique options for the City to consider in developing the Public Engagement program:

- In-Person workshops
- Stakeholder interviews
- Design charrette
- Pop-up events/presentations
- Interactive website activities



Example of a Pop-Up Event in a heavily-trafficked space

4. Proposed Project Approach and Overall Project Schedule

- Drop-In Office Hours
- Digital/Hard Copy Surveys

This scope does not assume that the Project Fact Sheet, workshop fliers and limited other materials will be translated in Spanish. Should the City request translation, two RICK Team members, Sabrina Sessarego and Teresa Wilkinson could provide in person and/or text translation.

3.2 | Project Fact Sheet

In an effort to notify the community and stakeholders of the Southern Gateway Specific Plan process, the RICK Team will prepare a Project Fact Sheet that provides information on the project purpose, goals, process, schedule, and community engagement opportunities. With the understanding that the Project Fact Sheet will be used as a quick reference guide, we anticipate the informational document to be a concise two-page document (one double-sided page) that will be visually engaging and easily interpreted with infographics and succinct language.

3.3 | Project Website (Optional Task)

Should the City desire more than an informational webpage on the City's website, the RICK Team could create and maintain a project website through a third-party vendor such as Social Pinpoint or Granicus. The project website would house relevant background documents, such as the Project Fact Sheet and workshop materials, and provide a space for digitally collecting community input through surveys or map exercises. The website could also be used to send project-related eblasts and store community member contact information.

3.4 | Community Workshops

The RICK Team proposes to host a series of workshops at key milestone phases of the project. We envision those phases to include: establishing the vision; exploring the options (developing alternatives); and defining the Plan (presenting the Draft Plan). For each workshop, we will identify the purpose, objectives and outcomes; techniques/tools to be employed; date/time/site information; the approach and program for the event; materials required; and documentation of the feedback received.

Up to four eblast notices would be sent for each workshop effort – three eblasts before the event and one eblast after the event. The eblasts will provide background information leading up to the event and follow-up surveys and/or next steps after the event.



Community engagement exercise for the Northside Specific

3.4.1 | Workshop 1: Establishing the Vision-Opportunities, Constraints and Visioning

This first workshop will present the Constraints, Issues and Opportunities Report, obtain additional input on the Southern Gateway's opportunities and

constraints, and lead a visioning session for use in crafting a Southern Gateway Specific Plan Vision. The visioning portion of the project is paramount to accurately and fully capturing the vision of the community and garnering support for future growth and development in the City. This effort could also include a digital survey to solicit feedback on additional opportunities and constraints, Southern Gateway Specific Plan Vision, and general public comment on the project process and/or questions.

3.4.2 | Workshop 2: Exploring the Possibilities-Land Use Alternatives

The second workshop will be held to present the land use alternatives and solicit feedback on desired urban design features, including design of the public realm/streetscapes and landscaping and gateways for the Specific Plan area. This workshop will be structured to fulfill key objectives, including, but not limited to:

- Present the Land Use Alternatives formulated in Task 4.1;
- Obtain detailed input on what the Land Use Alternatives are missing, and what the community likes and dislikes about the Land Use Alternatives;
- Present a Visual Preference Survey to obtain specific feedback on community desires for urban design features, public realm/streetscape designs and gateways for the plan area; and
- Lead a constructive discussion that will inform the next phase of the planning process.

Following the workshop, digital copy surveys will be used to solicit feedback on community desires for urban design features, land use/zoning suggestions, and general public comment on the project process and/or questions. The survey would be available up until three (3) weeks following the Workshop or as alternatively agreed upon in collaboration with City staff.

4. Proposed Project Approach and Overall Project Schedule

3.4.3 | Workshop 3: Defining the Plan-Draft Southern Gateway Specific Plan

Once a Preferred Alternative is identified, the RICK Team will draft the Specific Plan and host a workshop to present the key elements of the Draft Specific Plan to the community. The third workshop will be structured to fulfill key objectives, such as, but not limited to:

- Present the Draft Specific Plan formulated in Task 4.3;
- Obtain detailed input on what the Draft Specific Plan is missing, including its positive and negative attributes;
- Obtain detailed input on affordable housing strategies, including positive and negative attributes; and
- Lead a constructive discussion that will inform the Final Specific Plan development.

3.5 | Pop-Up Events

Following the Draft Specific Plan workshop, Pop-Up Events will be held to supplement the contact with the community and to provide an in-person opportunity for one-on-one conversations. Pop-Up Events could include a range from a short presentation at a Chamber of Commerce group to an information table at Albertson's, Starbucks, Sprouts, Target, Barons or community events such as a Moonlight Markets, Movies in the Park, Fall Festival, and holiday Tree Lighting + Holiday Bazaar.

This scope and fee assume that materials will build and/or include materials prepared for the workshop, that RICK will support the preparation/scheduling of the events, and that City staff will lead and staff the events. This scope also assumes that edited copies of exhibits, handouts, and other printed materials will be printed by the City.

Tasks 3 Deliverables:

- Community Engagement Plan (Administrative & Final Draft)
- Project Fact Sheet (Administrative & Final Draft)
- Website setup and maintenance for the project duration
- Workshop Logistics Plan (3) (Administrative Draft & Final Draft)
- PowerPoint Presentations (3) (Administrative Draft & Final Draft)
- Workshop Materials (as applicable, digital copies of: fliers, exhibits, presentations, graphics – Administrative Draft and Final Draft for each workshop)
- Digital Survey (Administrative Draft and Final Draft)
- Workshop Summaries (3) (Administrative & Final Draft)
- Minor revisions to workshop materials for Pop-Ups, as necessary
- Pop-Up Event facility coordination

Task 4: Southern Gateway Specific Plan

There are a number of components in the specific planning process that serve as the building blocks for the Southern Gateway Specific Plan. The Land Use Alternatives and associated development standards, selection of the Preferred Alternative, and Design Standards and Guidelines form the core structure around which the Specific Plan will be developed.

4.1 | Land Use Alternatives

During this phase, the RICK Team will create up to three (3) alternative land use scenarios for the Southern Gateway Specific Plan area that will provide a range of options to respond to the issues identified

and vision created in preceding tasks. In consultation with City staff, we will prepare a series of three (3) draft land use plan alternatives that incorporate and build from: the information and input received from the community in Workshop 1; incorporation of the constraints, issues and opportunities report and market analysis; a focus on uses and development patterns that will maximize the potential of the project area; and feedback and direction from City staff.

Each alternative will have a defined theme that describes its emphasis in relation to the project objectives (such as varying development intensity and infrastructure choices) and metrics that will provide a framework for comparison across each of the alternatives. Buildout metrics can include topics such as: residential density, commercial/industrial floor area, and number of jobs/employees; all of which are important considerations for future developers and property owners. These metrics will be finalized with the City prior to undertaking calculations.

As a full-service firm, RICK Planning + Design Division will employ our in-house technical civil, water resources and mobility engineers to "ground truth" the land use alternatives before presenting the options to the public. Upon confirmation of the RICK Team's technical review, the alternatives will be compiled into easy-to-understand diagram graphics for the Workshop No. 2 presentation.

4.2 | Preferred Land Use Plan

Based on input received from City staff and the community, the RICK Team will develop a Preferred Land Use Plan, which will serve as the basis for preparation of the Southern Gateway Specific Plan. The Preferred Plan will outline the intended density and intensity development program and buildout metrics. The same in-house technical

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civil, water resources, and traffic engineers will “truth” the Preferred Land Use Plan to provide final recommendations on tweaking the land uses and regulations so that they are realistic for future construction.

We will present the Preferred Land Use Plan in an easy-to-understand diagram graphic that will be presented at Workshop No 3. The preferred land use alternative will also be documented to supplement the public engagement process with background information.

4.3 | Administrative Draft Southern Gateway Specific Plan

The RICK Team recognizes the significance of a well-written, easily interpreted, and visually appealing document. The Specific Plan document will be designed with the audience in mind (the general public, developers, City staff, other public agencies, etc.). Of most importance is the Specific Plan’s ability to reduce barriers to implementation, and streamlining and expedited project review for projects that are consistent with the Vision of the Specific Plan.

The Draft Specific Plan will sell the vision for the future of the Southern Gateway and detail the regulatory policies and actions to be fulfilled. The Draft Specific Plan will integrate compelling graphics to convey the vision for how the Southern Gateway area will evolve and develop over. Graphics will include a detailed and comprehensive illustrative urban design plan, including 3-D massing and scale, to clearly communicate the design intent of the Specific Plan. The final document outline will be developed in coordination with City staff but chapters may include, but are not limited to: Introduction, Vision, Development Framework (Land Use Plan, Circulation, Public Amenities and Identity); Development

Standards; Design Guidelines and Standards; Infrastructure; and Administration, Phasing, and Implementation.

Design Standards. The RICK Team will prepare urban design guidelines and standards for the development that prioritize streamlined processing, quality of development and flexibility to adapt to market conditions. We will also include a comprehensive set of objective design standards to provide the regulatory basis to streamline future development. Drawing upon RICK’s experience including the Northside Specific Plan or recently approved Escondido East Valley Specific Plan and Downtown Taft Specific Plan – two of which included comprehensive objective design standards - and building from the review of existing development standards and guidelines conducted in Task 2, the RICK Team will then craft objective design standards that:

- Allow designers and developers the ability to achieve the Specific Plan vision with limited ambiguity;
- Provide direction for the public realm, including streetscapes;
- Provide direction for the private realm, including massing, architecture, building height, building articulation, color, scale, signage and gateways, car and bicycle parking and storage, and landscape; and
- Be easily administered by City staff without a steep learning curve.

Site and Economic Pro Forma Testing. Together with Diego of Citythinkers and Gary of LMA, the RICK Team will conduct an important step in the plan development process – site design and economic pro forma analysis – in order to “true test” the draft land use and development standard concepts. Based upon input from City staff, Diego will prepare up to

two (2) detailed site design plan and architectural concepts for new development on one large parcel within the project area. The site design concepts will analyze and test the potential and feasibility of the draft land use densities, intensities, and standards. They will also drive the vision for the area and illustrate the possibilities. This task includes preparation of up to four (4) site-specific site design and visualizations/renderings. The exact visualizations/renderings will be decided upon further discussion with the City and Project Team.

One the site plan has been drafted, Gary will conduct an economic pro forma analysis to demonstrate and quantify the potential for new development on one large parcel within the project area. The economic pro forma will integrate assumptions for revenues (from sale of property or leasing) of project components, based upon information gathered during the Opportunities and Constraints process, and input from local real estate brokers, developers, and City staff. The pro forma will integrate assumptions for soft and hard costs involved in the development of the preferred scenario for one development site, based upon information from our team’s engineers, urban designers, City officials, and local developers.

The pro forma will also inform the development of incentives – regulatory, review process, or economic – to attract uses and design that are aligned with and advance the vision and goals of the Plan.

As deliverables of this effort, the RICK Team will provide the site plan concepts, associated renderings and illustrative graphics, and economic pro forma assumptions and conclusions. This information will inform the finalizing of land uses and related components to be included in the Downtown Specific Plan.

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Implementation. As a critical part of the Specific Plan implementation, the RICK Team will identify strategies to streamline and expedite CEQA review processes for future developments that are consistent with the vision, goals and policies of the Specific Plan. In particular, the RICK Team will outline the following as part of the Specific Plan:

1. Potential funding sources for the implementation of the Specific Plan components, including business incubator grants and related programs at the local, state, and federal levels.
2. Potential policy changes that the City may wish to make, in order to implement the vision for development and/or redevelopment in the Specific Plan area.
3. Potential public improvements that would help to support the implementation of the Specific Plan. These improvements will include items such as streetscape improvements, park or civic gathering space improvements, and infrastructure improvements including water, sewer, flood control and utilities (broadband, telecoms, power) to serve development.

The RICK Team will outline the key responsible parties involved for the implementation of various components of the Specific Plan as well as the anticipated time frames (short-term, mid-term, or long-term), and sources of funding for each implementation item. Furthermore, the RICK Team will explore various programs and funding streams for integrating in the Specific Plan. These could include the California Infrastructure Economic Development Bank (IBank) to fund public infrastructure and private development, including enhancements such as streetscape projects, park or plaza improvements, or other infrastructure projects. IBank's programs include a revolving fund program, a bond financing program, and a small business finance center.

Additionally, the RICK Team will examine how California's Statewide Community Infrastructure Program (SCIP) can help stimulate economic development in the Southern Gateway Specific Plan area. This program allows property owners to obtain financial assistance for non-residential development impact fees associated with infrastructure.

4.4 | Public Review Draft Southern Gateway Specific Plan

RICK will address staff comments on the Administrative Draft and incorporate into the Public Review Draft of the Southern Gateway Specific Plan. This scope assumes receipt of one consolidated set of comments. The Public Review Draft Southern Gateway Specific Plan will then be distributed for public review for community feedback on the goals, policies, and programs presented in the document. The Public Review Draft will be posted on the City's website, and project website should the City decide to create one, and we assume staff will make it available at City Hall. We also assume that the Specific Plan will be circulated for public review at the same time as the Programmatic EIR described below.

4.5 | Final Southern Gateway Specific Plan

The Draft Final Specific Plan will be developed upon the conclusion of Workshop No. 4 and final direction from City staff for consideration, recommendation, and adoption by decision makers. The Draft Final Specific Plan will be presented to the Planning Commission for consideration and recommendation and to City Council for consideration and adoption. The Final Specific Plan will be developed upon final direction from the Planning Commission and City Council at the adoption hearings.

Task 4 Deliverables:

- Site Design Concepts (2) and up to four (4) Renderings/Illustratives
- Economic Pro Forma Analysis
- Up to three (3) Land Use Alternatives and Metrics (Administrative Draft & Final Draft)
- Draft Southern Gateway Village Specific Plan (electronic copies of the Administrative Draft, and Public Review Draft in MS Word and PDF unless otherwise agreed upon)
- Final Southern Gateway Specific Plan (electronic copies in MS Word and PDF, unless otherwise agreed upon)

Task 5: Environmental Review and CEQA Compliance

The RICK Environmental Team will prepare an Initial Study based on Appendix G of the California Environmental Quality Act (CEQA) Guidelines for the proposed Southern Gateway Specific Plan. Based on past experience on similar projects and as indicated in the RFP, we will prepare a Program EIR (PEIR) that can be used to consider the applicability of design guidelines and objective development standards that may facilitate future development within the Specific Plan Area.

5.1 | NOP & Scoping Meeting

RICK will prepare the Notice of Preparation (NOP) of a Draft Program EIR for the project. The completed CEQA Checklist (Task 5.2) will be included as an attachment to the NOP. The NOP will include a description of the project, project location with map, and probable environmental effects of the project. RICK will incorporate the City's comments on the draft NOP and prepare a final NOP to file at the City Clerk and with the State Clearinghouse Office of Planning and Research for commencement of a

4. Proposed Project Approach and Overall Project Schedule

30-day public review period. During the 30-day NOP review period, RICK staff will attend a public scoping meeting and record comments. At the end of the 30-day review period, the team will review comments received on the NOP and during the scoping meeting and prepare a report memorandum that summarizes the comments, key issues, and alternatives identified. RICK will review the comments with the City and confirm the EIR scope of work.

5.2 | CEQA Checklist & Associated Technical Studies

Prior to preparing technical studies, RICK will use the City's standard format to prepare an IS to evaluate all resource areas in Appendix G of the CEQA Guidelines and complete the CEQA environmental checklist. The IS analysis will be prepared without the use of project-specific technical studies and references will be cited. Information for this analysis will be gathered from various sources typically used in CEQA analysis. For the IS sections requiring further analysis or preparation of project-specific technical studies, language will be included in the IS that further study is required to provide adequate CEQA analysis. The RICK Team proposes to prepare technical analysis to support the Transportation/Traffic, Air Quality/GHG, Health Risk Assessment, and Noise Sections of the EIR. We will also conduct a cultural resources database search and desktop review for biological resources. The traffic report will include a CEQA Vehicle Miles Traveled (VMT) analysis and a Non-CEQA traffic analysis for General Plan Consistency. It will also include traffic counts (up to 10 intersections and 8 roadway segments), traffic model runs and an Internal Circulation Plan and Improvements analysis.

5.3 | Administrative/Screencheck Draft Program EIR and MMRP

To facilitate a streamlined and efficient analysis, we propose to incorporate all analysis into the

body of the EIR, with appendices as needed to convey technical information, such as noise and air/greenhouse gas (GHG) modeling outputs included as appendices.

RICK will prepare the Administrative Draft PEIR including the Mitigation Monitoring and Reporting Program (MMRP) and applicable appendices, to address all the required environmental topics and analyses in full compliance with CEQA (PRC Section 21000 et seq.), the CEQA Guidelines (CCR Section 15000 et seq.), and City Guidelines for Compliance with CEQA. The Draft EIR will comply with the CEQA Guidelines. To facilitate a streamlined and efficient analysis, we propose to incorporate all analysis into the body of the EIR, with appendices as needed to convey technical information, such as noise and air/greenhouse gas (GHG) modeling outputs included as appendices. Our scope of work assumes that the CEQA Checklist prepared as part of the NOP process will find some issues less than significant, limiting the issues that require full analysis in the EIR. A comprehensive project description will be developed in coordination with the Project Team. RICK will coordinate closely with the Project Team, technical experts, and City staff to ensure Specific Plan policies and development standards are written to mitigate or avoid environmental impacts to the extent feasible. Our analysis will account for any potential by-right residential housing and determine the extent that identified objective standards would minimize potentially significant impacts. A mitigation framework will be prepared, as appropriate, to maximize CEQA streamlining opportunities for future projects consistent with the General Plan. A No Project Alternative and up to two project alternatives that could feasibly attain the basic objectives of the project will be evaluated. RICK will prepare required notices and coordinate with the City for the publication and circulation of the Draft PEIR.

RICK will be responsible for submittals to the State Clearinghouse.

The project description will form the basis of the analysis. The Screencheck Draft PEIR will summarize the environmental setting, regulatory framework, potential environmental impacts, and propose mitigation where necessary for all topics identified in CEQA Guidelines Appendix G, that were not screened out as part of the Initial Study process. As required by CEQA, the setting will describe the existing conditions and the effects of the project on those baseline conditions. The baseline is assumed to be the date on which the NOP is released and will include pertinent information gathered during the NOP public comment period. The impacts analysis will identify direct, indirect, and cumulative impacts of the project based on established thresholds of significance within each individual resource section described in the CEQA Guidelines. RICK will submit the Draft PEIR table of contents to the City for review prior to development of the Draft PEIR.

RICK will address all comments received from the City on the Administrative Draft PEIR and prepare a Screencheck Draft PEIR, including the MMRP and appendices, for the City's review. The MMRP will be in tabular form acceptable to City staff containing, at a minimum, information required by CEQA Guidelines, Section 15097. Preparation of the final version of the MMRP will be deferred until preparation of the Final EIR. The Screencheck Draft PEIR will be submitted in PDF and Word format.

5.4 | Public Review Draft PEIR

Once the City determines that the Draft PEIR is ready to be released to the public, RICK will prepare the Public Review Draft PEIR, MMRP and appendices. We will prepare the required hard copies and electronic copies, including a web-ready electronic version.

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RICK will be responsible for preparation, distribution, and filing of all public notices associated with the Draft PEIR as well as distribution of the Draft PEIR for a 45-day public review period. The scope assumes the City will handle publishing a newspaper advertisement to provide legal notice.

RICK will prepare the NOC and facilitate online posting of the NOC at the State Clearinghouse. It is assumed that the City will mail the notice of public review to a list of stakeholders including local libraries, property owners, and any interested parties that commented on the NOP. RICK will file the NOC with the State Clearinghouse which provides notice to all interested State entities.

5.5 | Response to Comments

Following the 45-day public review period, RICK will review all written comments, organize the comments, and prepare a summary for review by the City staff. RICK will budget for responses to at least 100 individual comments and two (2) full days of working sessions with the City on the Responses to Comments. The response to comments and any changes made to the Draft EIR in response to the comments will be submitted to City staff for review in PDF and Word format.

This scope and fee assumes we will prepare revisions to response to comments based two cycles of review.

5.6 | Final EIR

Following the completion of the response to comments, RICK will incorporate all additional analysis and/or EIR revisions into the Screencheck Final EIR. The Screencheck Final EIR will be prepared in strikeout/underline format to the Draft EIR to highlight changes in the document, along with an Errata chapter, and the Responses to Comments.

Rick will prepare the Final EIR, including Responses to Comments, revisions to the Draft EIR, Final MMRP, and any new appendices for the Board based on comments received from the City. The Final EIR will be integrated into the Draft EIR, prepared in strikeout/underline format, and will not be a separate document accompanying the Draft EIR. Final PDFs will be web-ready for public review including Responses to Comments, revised text, figures, and any new appendices.

Task 5 Deliverables:

- Notice of Preparation
- Scoping Meeting PowerPoint Presentation and Summary Memorandum
- Administrative Draft and Final Initial Study and Air Quality/ GHG/Noise Technical Studies
- Draft Program EIR (electronic copies of the Administrative Draft and Screencheck Draft in MS Word and PDF)
- Public Review Draft EIR, Draft MMRP, and Appendices (electronic copies in MS Word and PDF)
- Three (3) hard copies of the Draft EIR, Draft MMRP, and Appendices (electronic copies in MS Word and PDF)
- Two USB flash-drive copies of all reference documents
- Draft Responses to Comments (electronic copies in MS Word and PDF)
- Final PEIR, MMRP, and appendices in PDF and MS Word
- Two (2) hard copies of the Final PEIR, Responses to Comments, MMRP, and appendices
- Two (2) USB flash-drive copies of all reference documents

This Scope of Work does not include preparation of Findings or Statement of Overriding Consideration. If requested by City staff, RICK will provide a separate scope and cost estimate at the time that CEQA Findings and a draft Statement of Overriding Considerations are deemed necessary.

Task 6: Public Hearings

The RICK Team will collaborate and support City staff throughout the public hearing process. Key RICK Team members, including Brooke Peterson, Shannon Baer, and Teresa Wilkinson, will attend public hearings and participate in staff presentations. We will prepare components of the presentation, attend two (2) City staff preparation meetings, up to two (2) Planning Commission hearings, and two (2) City Council hearings. This scope and fee assumes City staff will prepare staff reports for these public hearings.

Task 6 Deliverables:

- PowerPoint Presentation (portions of)
- Attendance at two (2) staff meetings/practice presentations
- Attendance and ability to answer questions at one (1) Planning Commission and one (1) City Council hearing

