



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Jim DellaLonga, Director of Economic Development

SUBJECT: Consideration and Possible Action to Receive and File Agreement File No. 691 with the Placeworks for the preparation of the Specific Plan/ Overlay Zone and Environmental Clearance for the Bellflower Transit Station

DATE: March 14, 2016

EXECUTIVE SUMMARY

On February 23, 2015, the City adopted Resolution No. 15-06 authorizing the City Manager to all documents including contracts and agreements required to implement the Los Angeles County Metropolitan Transportation Authority (Metro) Transit Oriented Development (TOD) Planning Grant Program. The execution of the above-referenced Agreement File No. 691 with Placeworks is for the preparation of the Specific Plan/ Overlay Zone and Environmental Clearance for the Bellflower Transit Station.

RECOMMENDATION TO THE CITY COUNCIL

- 1) Receive and File Grant Agreement File No. 691
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

Base on funding of this agreement, two options are presented. Option #1 is a maximum not to exceed amount of \$295,515 for the preparation of the specific plan. Option #2 is a maximum not to exceed amount of \$345,315 for the preparation of the specific plan and environmental clearance. Agreement File No. 691 will be covered through the TOD Grant – Economic Development Services Account 510-42054-4000-TOD.

DISCUSSION

The TOD Planning Grant Program will fund the development of the specific plan and associated documents for areas surrounding the West Santa Ana Branch Transit Corridor. The Transportation Oriented Development Planning Grant Program is managed by the Los Angeles County Transportation Authority and designed to spur the adoption of local land use regulations that are in support of TOD in Los Angeles County.

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The goals of the program are to increase access to transit by assisting local governments to accelerate the adoption of TOD regulatory frameworks, improve utilization of public transit by reducing the number of modes of transportation necessary to access regional and local transit, further the reduction of greenhouse gases through encouraging in-fill development along transit corridors and transit use, and support and implement sustainable development principles.

On January 29, 2015, the City of Bellflower was approved for an award of \$400,000. The grant would fund preparation of the specific plan for areas surrounding the West Santa Ana Branch Transit Corridor Bellflower Station. The plans would remove barriers to effective transit oriented development by identifying transit opportunity sites for appropriate development and existing planning guidelines, clarifying the boundaries and differences between planning areas, and incorporating the upcoming Bicycle Master Plan. That regulatory document will outline the connections of the site to the active transportation network and the necessary steps to further encourage transit usage.

ATTACHMENT

Agreement File No. 691 3

Doc 336348

**AGREEMENT FILE NO. 691
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BELLFLOWER AND
PLACEWORKS
FOR THE PREPARATION OF THE SPECIFIC PLAN/OVERLAY ZONE AND
SUPPORTING ENVIRONMENTAL CLEARANCE FOR THE BELLFLOWER TRANSIT
STATION**

This AGREEMENT is entered into this December 31, 2015 by and between the CITY OF BELLFLOWER, a municipal corporation and general law city ("CITY") and Placeworks, a California S Corporation ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed \$295,515 for CONSULTANT's services. CITY may modify this amount if CITY desires CONSULTANT's services to perform Task 5.0-5.7 in the Scope of Work – Exhibit A to a sum not to exceed \$345,315 (see Exhibit B). as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this either sum as specified in the attached Exhibit "B," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at

the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A" and Exhibit "B") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. ADDITIONAL WORK.

- A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.

7. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

8. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

9. **TERM.** The term of this Agreement will be from December 31, 2015 to June 30, 2018. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in "Exhibit A";
- B. Termination as stated in Section 17.

10. TIME FOR PERFORMANCE.

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.

- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

11. TIME EXTENSIONS. Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how

such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

12. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

Scope of Work (Exhibit A) and Project Budget (Exhibit B).

13. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

14. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

15. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. WAIVER. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

17. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice,

any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.

- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

18. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

19. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

20. INDEMNIFICATION.

- A. **CONSULTANT agrees to the following:**
 - i. ***Indemnification for Professional Services.*** CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent

or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

ii. ***Indemnification for other Damages.*** CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 24, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

21. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

22. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct

CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

23. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

24. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When

coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 17.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

25. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

26. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

27. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Placeworks
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
(714) 966-9220
kgulley@placeworks.com
Attention: Karen Gulley

If to CITY:

City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706
(562) 804-1424
jdellalonga@bellflower.org
Attention: Jim DellaLonga

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

28. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

29. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

30. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

31. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

32. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

33. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are two Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

34. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

35. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

36. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

37. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

38. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

39. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

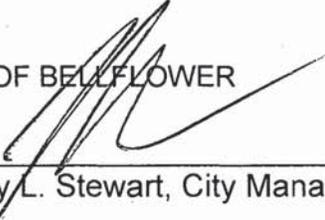
40. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military

authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

41. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BELLFLOWER



Jeffrey L. Stewart, City Manager

Placeworks



Karen Gulley, Principal

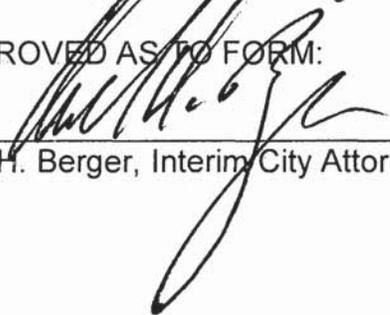
ATTEST:



Mayra Ochiuki, City Clerk

Taxpayer ID No. 95-2975827
Business License No.

APPROVED AS TO FORM:



Karl H. Berger, Interim City Attorney

Exhibit A – Scope of Work

Task 1.0 GENERAL ADMINISTRATION

This majority of this task is assigned to City of Bellflower staff and does not require any services from the PlaceWorks team (Task 1.1-1.3). However, PlaceWorks is partially responsible for project management as defined in Task 1.4 below.

1.1 Intentionally Omitted

1.2 Intentionally Omitted

1.3 Intentionally Omitted

1.4 Project Management

This task assumes the following meetings: 1) a kick-off meeting at the beginning of the project; 2) four team meetings with City staff during the process; and 3) regular conference calls to discuss status and obtain direction. This task also covers limited general team project management, not associated with a specific work task.

Deliverables: Meeting agenda and notes.

Task 2.0 PUBLIC OUTREACH AND STAKEHOLDER INTERVIEWS

The scope for this task is based on the most effective means to connect with the public about this process and gather meaningful feedback. Placeworks is proposing a combination of “pop-up” outreach events and key stakeholder interviews.

2.1 Pop-up Workshops/Public Outreach (2 events)

Recognizing that the majority of the public are unable or disinclined to attend formal community meetings, we recommend on-the-street outreach where the project team goes to the people. This will involve setting up a booth at a well-attended community event (farmers market, festival, etc.) or where people typically congregate on a weekend. This will allow us to have one-on-one conversations, conduct informal surveys, or get feedback on design concepts in a safe and convenient setting. We are proposing two of these types of outreach activities during the process.

Deliverables: Educational materials and survey

2.2 Stakeholder Interviews (6 interviews)

The City has been engaged with the public over the past several years as it prepared the overlay zones for much of the one-half-mile study area. The purpose of this task is to meet with key stakeholders, such as major property or business owners, the Chamber of Commerce, or leaders of active community groups, to reengage them in this next phase of work. The individual or small group interviews will allow us to gather current information on needs, issues, future plans, and the opportunities associated with

future transit. The budget for this task assumes that the interviews would be held over a two-day period.

Deliverables: Scheduled and hold individual or small group interviews with various stakeholders and document the interviews.

3.0 SPECIALTY STUDIES

This task consists of a series of technical studies that will support the Specific Plan and environmental documentation. These studies include:

3.1 Existing Conditions Documentation

This task involves gathering the baseline data that has previously been prepared within the study area and updating/supplementing as needed to include the station and immediate surrounding area. It will contain both data and maps that will document information on land use, circulation, traffic conditions, infrastructure, any planned projects, and other opportunities or constraints. We will also review all relevant existing studies, including the City's Bicycle Master Plan, General Plan, existing overlay zoning regulations, and studies prepared on the West Santa Ana Branch Corridor. PlaceWorks and the City will also coordinate with Eco-Rapid Transit to gather information on past and current efforts along the West Santa Ana Branch Corridor. This information will be required for the environmental analysis and as part of the background information for the Specific Plan.

Deliverables: Baseline data and maps for environmental analysis and Specific Plan. Summary of information gathered on land use, circulation, traffic conditions, infrastructure, projects, opportunities, constraints, existing studies, and existing relevant land use regulations.

3.2 Parking Management Study

PlaceWorks transportation planning staff will coordinate with the City of Bellflower and the project team to develop a better understanding of the project and the existing parking issues and pedestrian circulation in the area. Literature review will include the conceptual plans for the Bellflower TOD, relevant data from previous parking and TOD studies, parking utilization surveys in Bellflower parking analyses for LA Metro light rail TOD developments, and applicable City of Bellflower and LA Metro parking policies and parking management strategies.

Existing Parking Supply. This task will identify and quantify current characteristics of the parking system in the study area. PlaceWorks will prepare an inventory of existing on-street and public off-street parking spaces within the ½ -mile-radius study area. The inventory will review whether parking is public or privately owned, enforcement hours and time restrictions, rates, and methods of payment. In addition, pedestrian

connectivity in the area will be assessed to evaluate how the parking areas serve the nearby land uses driving the parking demand.

A comprehensive parking utilization survey will be conducted for each of the publicly available on-street and off-street spaces in the study area. The survey will be used to develop an hourly assessment of the occupancy of each space on a weekday and weekend, and the study area would be disaggregated into multiple subareas. It is anticipated that the surveys would be conducted hourly for up to 10 hours on a weekday and up to 6 hours on a weekend. The parking survey would also quantify turnover at key locations to identify long-term versus short-term needs. The parking demand survey will focus on the commercial corridor along Bellflower Boulevard and adjacent streets where the commercial, institutional, and industrial uses are in the study area.

Parking Demand and Needs. A review of the existing land uses will be performed to identify the land uses driving the parking demand for each subarea identified in the parking utilization survey. Existing parking demand/supply relationships will be reviewed in the study area.

An assessment of the existing supply/demand conditions will be conducted. Future parking demand will be estimated based on the future land uses for the Bellflower Station Area and using parking demand estimates for the future transit station. Parking demand for park-and-ride for the future transit station will be provided by a consultant to be contracted by the City. Other possible uses will be taken into account, such as farmers markets and weekend events. This task will identify future shortages or surpluses in parking supply for up to two scenarios (land use scenarios or with/without station) for the TOD study area. Key problems and deficiencies will be identified.

Parking Strategies Development. Based on the results of the previous tasks, parking strategies will be considered and evaluated, including travel demand management strategies, shared parking opportunities, reduced parking supply ratios for the TOD area, time limit parking zones, preferential parking districts, joint parking structures, and the use of information technology to guide users. These efforts will also inform the City on financing and implementing parking strategies. A key element is how to integrate transit parking, parking needs for mixed-use developments, and pedestrian access. The parking strategies would inform the Specific Plan in terms of policies to guide development, and provide efficient utilization of available parking resources to meet the parking demand anticipated with implementation of the project while promoting compact and multi-modal community planning and supporting transit parking. The results of this analysis will be summarized in a Parking Management Plan report.

Initial Study Parking Section. The analysis in the Parking Management Plan will be used to determine parking impacts associated with the project. Its management strategies will form the mitigation strategy for the Initial Study.

Deliverables: A Parking Management Plan Report with data and studies on existing parking supply and demand and strategies for parking development.

3.3 Market Analysis

PlaceWorks will conduct a market analysis to validate the mix of uses and development standards in the proposed Specific Plan. The retail market analysis will identify retail categories in which the trade area for the Specific Plan area leaks retail spending. It will quantify the amount of building space that could be supported in the plan area by capturing leaked spending. Finally, the retail market analysis may identify opportunities to expand the trade area and attract more customers to the Specific Plan area. The employment analysis will project future demand for non-retail employment-generating uses and the amount of building space that could be supported by this growth. In addition to the fiscal benefits of these types of land uses, the workers filling these jobs increase the daytime support for retail businesses in the plan area. The market analysis will evaluate the potential land use build out of the planning area pursuant to the Specific Plan.

Deliverables: A retail market analysis, employment analysis and conceptual land use build out.

3.4 Transit Center TOD Supporting Exhibits

This task involves the overall conceptual planning and illustrative design of the transit station and adjacent future development parcels. The supporting exhibits illustrating the design of the exact transit station site itself will not be included in this scope of work. To support first/last mile connectivity, Consultant will also coordinate with the City on ingress/egress requirements; site amenities and connections to adjacent uses; bicycle and pedestrian connectivity to the transit center and within the overall study area; and potential development programs associated with adjacent parcels. Based on the input received, Consultant will prepare conceptual site plan for the area surrounding transit station site. This supporting exhibit will also help to inform the overlay zone for that area. Consultant will meet with the City to gather their input and ideas for improving the plan. A revised supporting exhibit will be prepared, along with several vignettes (hand-drawn perspectives).

Deliverables: A conceptual site plan, several vignettes (hand-drawn perspectives), and summary of first/last mile connectivity parameters.

4.0 REGULATORY DOCUMENTS

This task includes preparation of the Specific Plan, including an Administrative Draft (Tasks 4.1-4.7), Hearing Draft (Task 4.8), and Final Specific Plan (4.9). The Administrative Draft will include conceptual land use plan, mobility plan, infrastructure plan in support of land use plan, design standards and guidelines, implementation and administration plan. It will also incorporate the specialty studies which include the parking management study, market analysis, and supporting exhibits. A key component of the Specific Plan is to provide a regulatory process that streamlines and simplifies the

development of future surrounding land uses that support the transit station. For the Administrative Draft and Hearing Draft, 2 hard copies and 20 CDs will be provided for each draft. For the Final Specific Plan, we will provide 4 hard copies and 30 CDs. The Specific Plan includes the following components.

4.1 Introduction and Background

This includes the project objectives and vision as well as the Specific Plan authority and scope. The relationship of the Specific Plan to the adopted overlay zones and other planning documents will be clearly defined. A summary of existing conditions, the outreach conducted, and the market analysis will also be included in this section.

Deliverables: Draft and final introduction and background that includes project objectives, vision, and summary of previous studies and efforts (e.g. market analysis, existing conditions, outreach efforts).

4.2 Land Use Plan

This includes the Land Use Plan for the study area and a statistical summary of maximum development potential. The Land Use Plan will be compiled of the designations established under the two overlay zones as well as the additional area around the transit station (identified as “the project” for CEQA purposes).

Deliverables: Consultant submit Draft and Final Land Use Plan to City.

4.3 Mobility Plan

The Mobility Plan sets forth the plan for vehicular circulation and access, pedestrian and bicycle access, future bus and rail service, and parking demand and supply strategy. The existing plans for redesigning Bellflower Boulevard and any other streets within the study area will be incorporated into this section. We will coordinate with the City’s Traffic Engineer to determine if any other streets can be improved in terms of traffic calming measures, parking, or streetscape enhancements. Cross-sections will be prepared and incorporated for the streets to be improved. This section will also identify future connections to the transit station from surrounding development and roadways that will need to be implemented as new development occurs.

Deliverables: Consultant submit Draft and Final Mobility Plan to City

4.4 Infrastructure Plans

This section will include plans for serving the study area in terms of water, sewer, and storm drainage. Fuscoe will gather the existing master plan information from the City, County, and relevant agencies which will be used for the Specific Plan. Both text describing the systems and exhibits will be prepared. To the extent that the sewer analysis prepared for the “project” around the transit station results in any changes to the sewer plan, those changes will be noted in the Specific Plan.

Public Services: The proposed project may increase densities around the transit station, which will result in an increase in demand for public services. Service providers will be contacted to determine current service levels. Based on the land use and population projections, impacts on service providers will be evaluated and potential mitigation measures identified, if necessary.

Utilities and Service Systems: Utility service providers will be contacted to determine current service levels and to identify any critical service problems. Fuscoe will prepare an analysis of utilities analysis covering the possible land use changes in the transit station overlay zone. This analysis will not include any field or flow monitoring. The analysis will be used to prepare this section of the Initial Study, including the identification of mitigation measures, if needed.

Air Quality and GHG: PlaceWorks will prepare an air quality and greenhouse gas (GHG) emissions technical analysis to evaluate potential air quality impacts associated with the proposed project. Impacts will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects within the South Coast Air Basin (SoCAB). Modeling will be conducted using the California Emissions Estimator Model (CalEEMod). PlaceWorks was a beta tester for the SCAQMD for the CalEEMod program (CalEEMod 2012 beta, released as CalEEMod 2013). The results of the analysis will be summarized in the environmental document and modeling included as an appendix.

To achieve the GHG reduction targets of Assembly Bill 32 (AB 32), the California Air Resources Board (CARB) has prepared the 2008 Scoping Plan as well as a 2014 Update to the Scoping Plan. In addition, the Southern California Association of Governments (SCAG) has adopted the 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of Senate Bill 375 (SB 375). Project consistency with statewide and regional GHG emissions reduction strategies will be reviewed. In addition, the City of Bellflower adopted a Climate Action Plan (CAP) on December 10, 2012. The GHG analysis will also include a discussion of the reduction measures in the City's CAP and the project's consistency with the City's GHG reduction goals.

Deliverables: Consultant submit Draft and Final Infrastructure Plans to City

4.5 Development Code

This task involves combining the development regulations of both the overlay zone (and underlying zoning) into an integrated section of the Specific Plan. The existing zoning for the remaining residential neighborhoods is not expected to change. We will prepare any new regulations for the opportunity areas around the transit station that were not covered in the previous overlay zones. The code will include permitted uses by floor, built form requirements, parking standards and placement requirements, and open space/public realm requirements. Incentives to develop, such as reduced parking standards or height bonuses, will also be incorporated into this section of the Specific

Plan. Such incentives will be explored and defined during preparation of the Market Study.

Deliverables: Consultant submit Draft and Final Development Code to City

4.6 Design Guidelines

Some design guidelines have already been prepared as part of the overlay zones. The purpose of this section is to pull together the existing guidelines into an integrated format and supplement with key design elements as needed, particularly related to the transit station and surrounding development. We will identify any conflicts or potential issues with the existing guidelines and work through a revised/comprehensive set for this chapter. Existing drawings will be primarily used.

Deliverables: Consultant submit Draft and Final Design Guidelines to City

4.7 Administration/Implementation

This section of the Specific Plan defines the requirements for amendments, interpretations, the project approval process, nonconformities, and other aspects of administering the Specific Plan. As required by law, this section must also include conceptual phasing of future land uses and a funding/financing plan for public improvements. We will work closely with staff to prepare this section. We also assume that the City can take the lead in preparing the General Plan consistency analysis.

Deliverable: Administrative Draft will be produced for City review.

4.8 Hearing Draft

Based on comments received from city staff on the Administration Draft Specific Plan, revisions will be made for the public hearing and review draft. This task would include public hearings/notifications, staff reports and ordinances related to the adoption of the Ordinance (to be prepared by Staff).

Deliverables: Draft Ordinance of Bellflower Station Specific Plan (prepared by Staff), Draft Specific Plan for public hearings and review, and other deliverables (i.e. public notice, staff reports, etc. prepared by Staff) for public review.

4.9 Final Regulatory Document

Based on comments received from the public, Commission(s), and Council, revisions will be made in order to produce a final Specific Plan for adoption.

Deliverables: Final Bellflower Station Specific Plan.

5.0 ENVIRONMENTAL DOCUMENTATION AND CLEARANCE – OPTIONAL TASK

Based on the needs of the City, as an optional task, PlaceWorks shall prepare the necessary environmental documentation and clearance documents for project. *City must provide written confirmation for Placeworks to proceed with all tasks under this section 5.0 (including sections 5.1 – 5.7) prior to commencement of work.*

5.1 Prepare Administrative Draft Initial Study and Mitigated Negative Declaration

The Administrative Draft Initial Study and Mitigated Negative Declaration will utilize the City's Environmental Checklist form and evaluate all potential environmental impacts. Technical studies (traffic, air quality, etc.) will be prepared as appropriate. Mitigation measures will be required to ensure all environmental impacts are reduced to insignificant levels.

Initial Study Preparation. PlaceWorks will prepare an Initial Study that contains detailed descriptions of the proposed project and environmental setting; impact checklist; review of the 17 topical areas, below; and mitigation measures, as appropriate. We anticipate that the most critical environmental issues addressed in the Initial Study will be Air Quality, Greenhouse Gas Emissions, Noise, Transportation/Traffic, and Utilities/Service Systems. Also, due to the nature of the project, we will include an impact section on parking. The Initial Study will be clearly written and will avoid technical jargon to the extent possible so that it is easily understood.

Aesthetics	Land Use / Planning
Agriculture and Forest Resources	Mineral Resources
Air Quality	Noise
Biological Resources	Population / Housing
Cultural Resources	Public Services
Geology / Soils	Recreation
Greenhouse Gas Emissions	Transportation / Traffic (to be prepared by a separate consultant)
Hazards/Hazardous Materials	Utilities / Service Systems
Hydrology / Water Quality	

Noise and Vibration: PlaceWorks will evaluate potential noise and vibration impacts for the implementation of the proposed overlay zone in the transit-oriented area. For the purpose of this scope and cost estimate, it is assumed that the area with potential impacts would be limited to the area where zoning changes are proposed. The noise and vibration analysis for the Bellflower Station Plan Area will identify the impacts on nearby existing and proposed sensitive land uses from the implementation of the project. It is anticipated that new land uses would be primarily residential,

commercial/retail, and office (or mixed-use) and would not be industrial in nature. The noise analysis will discuss relevant standards and criteria for noise exposure, including City of Bellflower ordinances, policies, and standards, as well as interior sound requirements from the State of California (i.e., State Building Code and Title 24).

Mitigation measures to reduce noise and vibration impacts will be recommended, as necessary, to reduce potential impacts to less than significant levels. The findings of the technical analyses and impact assessment will be provided in the noise and vibration section of the (anticipated) MND CEQA documentation for the project. Pertinent calculations and technical information will be provided in an appendix.

Identification of and Consultation with Responsible and Trustee Agencies. PlaceWorks will review the needed approvals for the project to identify responsible agencies. Agencies that have authority over potentially impacted resources will be identified as trustee agencies. Responsible and trustee agencies will be contacted to obtain information concerning each agency's position on the appropriateness of preparing an MND.

MND Preparation. Based on our understanding of the project, we believe it can be cleared through the approval of a (Mitigated) Negative Declaration. If potentially significant impacts are identified, we will work with City staff and the project team to identify mitigation measures or project changes that might reduce impacts to less than significant. If any impacts remain significant despite all mitigation options, the project could trigger the need to prepare an EIR.

As required by CEQA Guidelines section 15071, the MND will have a brief description of the project, the applicant/project proponent's name, the location of the project site, the proposed finding of no significant impact, and a listing of mitigation measures. The Initial Study will be attached to the MND. (Deliverables: electronic version of MND, Initial Study and technical studies)

Deliverables: Administrative Draft Initial Study and Mitigated Negative Declaration for City Review

Task 5.2 City Review of Administrative Draft Initial Study

The Administrative Draft Initial Study and Mitigated Negative Declaration will be reviewed by City departments within three weeks.

Deliverables: Initial Study with City Comments

Task 5.3 Prepare Public Review Draft Initial Study and MND

PlaceWorks will provide an Administrative Draft Initial Study and MND to the City for review. Upon the receipt of comments from the City's review, PlaceWorks will make the necessary revisions and prepare the Public Review Draft Initial Study and MND.

Deliverables: Public Review Initial Study and Mitigated Negative Declaration (40 copies of the IS/MND and CDs).

Task 5.4 20-Day Public Review of the Draft Initial Study and MND

The Draft Initial Study and Mitigated Negative Declaration will circulate for 20 days. Appropriate reviewing public agencies and other City stakeholders will receive a copy of the document for comment. PlaceWorks will prepare a Notice of Intent to Adopt (NOI), and the City will place the NOI in the local newspaper, in accordance with CEQA Guidelines.

Deliverables: Distribution and Circulation of Draft Initial Study and Mitigated Negative Declaration.

Task 5.5 Prepare Response to Comments

Following close of the 20-day Public Review Period, a separate document will be prepared which includes those comments and letters received on the Draft Initial Study and Mitigated Negative Declaration. Responses to each written comment will be prepared. Prior to 10-days before the public hearing with the City Council, responses will be transmitted to those who provided comments.

Deliverables: Response to comments, 20 copies

Task 5.6 Prepare Mitigation Monitoring Program

A Mitigation Monitoring and Reporting Program, which includes the mitigation measures, implementation schedule, and enforcing entity, will be prepared for the MND prior to any public hearing.

Deliverables: Mitigation Monitoring Program (electronic copy)

Task 5.7 Findings from CEQA Documentation

PlaceWorks will prepare a Notice of Determination with the findings of the MND. It is assumed that the client and/or lead agency will file the notice. This proposal does not include the County of Los Angeles or the California Department of Fish and Wildlife filing fees. Findings made from the CEQA documentation will be prepared and presented during the public hearing.

Deliverables: Environmental Documentation by Adoption of City Council Resolution; Notice of Determination

6.0 ADOPTION

This scope assumes one joint planning commission/city council study session to review the draft plan. For the hearing process, we assume one planning commission hearing and one city council hearing to approve the project.

Exhibit B – Project Budget

Table 1. Cost Estimate

TASK	COST
1.0 General Administration	
1.4 Project Management	\$17,670
Subtotal – 1.0 Consultant Procurement	\$17,670
2.0 Public Outreach and Stakeholder Interviews	
2.1 Pop-up Events	\$8,000
2.2 Stakeholder Interviews	6,500
Subtotal – 2.0 Public Forum	\$14,500
3.0 Specialty Studies	
3.1 Existing Conditions Documentation	\$18,300
3.2 Parking Management Study	21,000
3.3 Market Analysis	21,500
3.4 Transit Center TOD Supporting Exhibits	27,000
Subtotal – 3.0 Specialty Studies	\$87,800
4.0 Preparation of Regulatory Documents	
4.1 Introduction and Background	\$4,000
4.2 Land Use Plan	18,000
4.3 Mobility Plan	15,000
4.4 Infrastructure Plan (Fuscoe \$30,000)	51,000
4.5 Development Code	24,000
4.6 Design Guidelines	22,500
4.7 Administration/Implementation	8,000
4.8 Hearing Draft	4,000
4.9 Final Specific Plan/Overlay Zone	3,000
Subtotal – 4.0 Preparation of Regulatory Documents	\$149,500
5.0 Environmental – Optional Tasks	
5.1 Prepare Administrative Draft Initial Study and MND	\$35,000
5.2 City Review of Administrative Draft Initial Study (Agency Task)	0
5.3 Prepare Public Review Draft Initial Study and MND	7,500
5.4 20-Day Public Review of the Draft IS and MND	300
5.5 Prepare Responses to Comments (maximum of 12 hours)	2,500
5.6 Prepare Mitigation Monitoring Program	1,000
5.7 Findings from CEQA Documentation	500
Subtotal - 5.0 Environmental	\$46,800
6.0 Adoption	
6.1 Adopt Specific Plan	\$9,000
Subtotal – 6.0 Adoption	\$9,000
Subtotal - Labor	325,270
Reimbursables	

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Table 1. Cost Estimate

TASK	COST
Screencheck Technical Studies (electronic versions only)	N.A.
IS/MND (40 copies at \$65/copy, \$10 per CD) - Optional	\$3,000
Specific Plan	4,000
Parking Counts (Parking Management Plan)	2,900
Mileage	600
Noise Meter Instrumentation	450
County and Department of Fish and Wildlife Filing Fee by City	N.A.
Printing Large Scale Exhibits, meeting supplies	2,700
Office Expenses (2% of labor)	6,395
Subtotal – Reimbursables	\$20,045
Option 1: TOTAL	\$345,315
Option 2: TOTAL (Without Environmental Section 5.0)	\$295,515

Subconsultants billed at cost plus 10.0%.

Table 2. PlaceWorks - 2015 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$180–\$250
Associate Principal	\$160–\$190
Senior Associate/Senior Scientist	\$130–\$170
Associate/Scientist	\$100–\$140
Project Planner/Project Scientist	\$80–\$110
Planner/Assistant Scientist	\$70–\$90
Graphics Specialist	\$65–\$90
Clerical/Word Processing	\$40–\$105
Intern	\$50–\$70

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.