



# City of Palo Alto

## City Council Staff Report

(ID # 10238)

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**Report Type: Action Items**

**Meeting Date: 8/19/2019**

**Summary Title: Status Update on North Ventura Coordinated Area Plan and Request for Direction**

**Title: Staff Recommends the City Council Receive a Status Update on the North Ventura Coordinated Area Plan and Endorse an Updated Approach and Schedule to Complete the Project; Direct Staff to Return With Consultant Contracts That are Responsive to the Identified Approach; and Explore Supportive Funding Opportunities From Owners With Significant Property Interests Within the Project Boundary. The Recommendation in This Report is not a Project as Defined in the California Environmental Quality Act.**

**From: City Manager**

**Lead Department: Planning and Development**

### **Recommendation**

Staff recommends the City Council receive a status update on the North Ventura Coordinated Area Plan and take the following actions:

1. Direct staff to return with a contract with Water Resource Associates Environmental Consultants (WRA) for the purpose of studying the feasibility of converting the channelized Matadero Creek into an open space corridor (Attachment A – Scope of Work).
2. Direct staff to return with an amended contract with Perkins+Will for additional services related to the North Ventura Coordinated Area Plan (Attachment B – Revised Scope of Work).
3. Endorse the overall approach, project schedule, and specific direction regarding the Working Group’s role in the North Ventura Coordinated Area Plan (Attachment C).
4. Direct staff to explore additional funding opportunities with large property owners in the project study area to share plan development costs.

### **Executive Summary**

On March 11, 2019, the City Council held a Town Hall meeting on the Ventura neighborhood and received an update on the North Ventura Coordinated Area Plan (NVCAP). At that meeting, Council

directed staff to evaluate and propose policies related to inclusionary and workforce housing; preventing residential displacement; limiting the amount and size of future office space; and, exploring economic value capture opportunities associated with any increase in development potential within the Plan area. While not part of the motion, there was also interest on Council to explore more design options that integrate Matadero Creek as an open space feature in the plan and enhance its connection to Boulware Park.

To implement these actions, amendments to the contract with the City's prime consultant, Perkins+Will, are required as are adjustments to the project timeline. The amended contract and scope includes additional sub-consultant analyses and work. Staff also proposes to enter into a new contract with WRA, a consultant who will study creek options.

Due to the proposed amendments, staff requests Council's support for staff to engage landowners with large property interests in the project boundary area to help fund extension of the project schedule, environmental studies, an additional plan alternative, and community engagement. If directed by Council, staff would return with a request to authorize the City Manager to enter into funding agreements.

This also report includes responses to comments received by some Working Group members. Some are not satisfied with the direction the project is taking and have offered specific recommendations that aligns their interests to this work effort. With the updates to the project schedule and contract, staff is incorporating some changes; a list of suggestions from some Working Group members and staff's responses are included in Attachment C. Council's endorsement or modification of staff's response to the Working Group comments is important to provide clear focus and direction for the duration of the project.

Lastly, and importantly with respect to project expectations, staff recently learned that the owner of 340 Portage<sup>1</sup> has expressed a desire to retain the building. At this time, the owner is not motivated by current or anticipated city policy and market conditions, including rental income and construction costs, to redevelop the property in a way that would yield significant housing units. This perspective is aligned with some community interests that support preserving potential historic resources, but it may also limit opportunities to improve multi-modal access through this neighborhood, lessen developer-funded contributions to support infrastructure improvements, and result in fewer affordable housing units. Council's expectations regarding a final set of long-range planning alternatives that can feasibly be achieved should be considered in concert with this request for additional funding to complete the project. Without willing property owners, the plan will be unable to realize the Council's project goals.

## **Background**

The North Ventura Coordinated Area Plan is a long-range planning document for an area of the city near the California Avenue Caltrain transit station and located within the City's only Priority Development Area – a boundary intended to focus commercial and residential development due to its proximity to high quality transit. The City's adopted Comprehensive Plan includes policies<sup>2</sup> to guide development and plan for community amenities and specifically encourages the preparation of a plan for this area.

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<sup>1</sup> This property has several tenants, including Global Playground and Fry's Electronics.

<sup>2</sup> Policy L-1.7: Use coordinated area plans to guide development, such as to create or enhance cohesive neighborhoods in areas of Palo Alto where significant change is foreseeable. Address both land use and

In 2017, Council adopted a resolution of interest for grant funding to prepare the plan, and the project is funded by a Caltrans grant, with matching funds from the Sobrato organization. In early 2018, the Council adopted goals and policies to guide this effort and selected Working Group members to assist staff. By mid-year 2018, Perkins+Will was selected<sup>3</sup> as the prime consultant to develop the area plan and work began in October 2018.

The project was expected to take approximately two years and is restricted by the grant agreement from taking longer unless an extension is authorized through the funding agencies. The two-year timeline influenced the scope of work, deliverables and expectations to complete the project within this schedule.

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transportation, define the desired character and urban design traits of the areas, identify opportunities for public open space, parks and recreational opportunities, address connectivity to and compatibility with adjacent residential areas; and include broad community involvement in the planning process.

Program L4.10.1 Prepare a coordinated area plan for the North Ventura area and surrounding California Avenue area. The plan should describe a vision for the future of the North Ventura area as a walkable neighborhood with multi-family housing, ground floor retail, a public park, creek improvements and an interconnected street grid. It should guide the development of the California Avenue area as a well-designed mixed use district with diverse land uses and a network of pedestrian-oriented streets.

<sup>3</sup> <https://www.cityofpaloalto.org/civicax/filebank/documents/65671>

On March 11, 2019, the Council held a town hall discussion for the North Ventura neighborhood, which included a check-in meeting with the Working Group. Council received an update and directed staff<sup>4</sup> to incorporate additional analysis into the plan alternatives.

This subject public meeting is in part to respond to the Council direction, but also addresses concerns raised by some Working Group members who were left unsatisfied that there was not more opportunity for dialogue at the town hall meeting.

Since the town hall, staff time has been devoted to responding to Council's direction, negotiating and revising the contract with the consultant, soliciting additional consultant expertise, and considering feedback received from some Working Group members.

## **Discussion**

At the March 2019 town hall, the City Council clearly expressed strong interest in analyzing options to transform the channelized portion of Matadero Creek within the project boundary into an open space area. The original scope of work did not include the level of analysis required to explore feasibility and design options for the creek. This type of analysis requires specialized expertise in hydrological processes, engineering and design, as well as an understanding of the regulatory process involving multiple regional entities.

To prepare this analysis, staff recommends the City hire WRA in the amount of approximately \$93,300, which includes the standard 10% for contingency reserve. A proposed scope, timeline and cost are provided as Attachment A. Through the informal bid process, staff solicited proposals from firms specializing in the needed analysis; proposal reviewers selected WRA. Once the contract is authorized, the analysis is expected to take approximately 12-14 weeks. Staff anticipates some elements of the area planning process can occur concurrently to the preparation of this study. If supported by Council, staff will return with contract and scope of work for an upcoming consent calendar agenda.

### Perkins+Will Contract Amendment

The City entered into a contract with Perkins+Will on June 25, 2018 for professional services to develop the NVCAP. The contract, including all subconsultants, was not to exceed \$769,068. A copy of the original contract is included as Attachment D. This work is funded through a Caltrans grant and supported by matching funds from the Sobrato Organization. The City's contribution has principally been staff time and resources.

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<sup>4</sup> *Excerpt from Council approved minutes.* Council Member DuBois moved, seconded by Vice Mayor Fine to Update project direction to include:

- A. Removal of the Stanford playing fields from the park space counted for Ventura use;
- B. Evaluate and propose policies around:
  - 1. Higher required inclusionary housing;
  - 2. Workforce housing;
  - 3. Preventing displacement of existing residents;
- C. Evaluate and propose office size limits to encourage small office uses; and
- D. Evaluate and propose an objective accounting for economic value provided to property owners as part of the specific plan versus current zoning, and the value of any community amenities.

Since the launch of this planning effort, the project teams have faced several challenges. Over the past several months, staff and the consultant have worked to address concerns and refined the project scope and updated the schedule. As a result, the overall project timeline increased by 11 months for a total anticipated timeline of 35 months total and the project scope of work increased approximately by \$333,738, (\$367,112 with a 10% contingency), for a 40% increase from the not-to-exceed amount of \$769,068.

A portion of the additional costs are due to council-requested items (approximately \$104,000). Another portion results from the extension of time, which requires the consultant to provide ongoing project management and other services, as well as increases to design development that were insufficiently funded in the first scope. Lastly, a portion of the increased budget reflects staff response to requests for additional time and analysis including additional Working Group meetings, decision-maker meetings (such as City Council), and meetings with other review bodies (Planning and Transportation Commission, Architectural Review Board, and Historic Resources Board).

The expanded scope includes:

- Economic Value of NVCAP
- Evaluation of Proposed Policies
- Additional Alternative (for a total of 3 alternatives)
- Revision of Alternatives Considering Additional Analyses (creek study, historic study, etc.)
- Parking Model Calibration
- Increase Working Group meeting from 2 hours to 3 hours per meeting
- Additional Decision-Maker Meetings (5 additional meetings)
- Expanded EIR
- Financial Analysis
- Project Management Extension including Coordination between Consultant and City Staff

While the increase in scope, schedule, and budget are considerable, these amendments will provide the resources necessary to meet community expectations in terms of quality and engagement within the time parameters of the grant. Land use planning consultant work in Palo Alto often requires more community engagement and analysis than firms typically expect; the updated scope reflects this.

In addition, both Perkins+Will and the City have experienced staffing changes and shortages throughout the project. As a result, some aspects of project execution have been sub-optimal. Following extended negotiations, Perkins+Will has waived \$57,933 worth of services performed. Staff and Perkins+Will have clarified expectations, staffing, roles, and responsibilities so that future execution and project management adheres to the scope.

#### NVCAP Schedule and Expectations and Working Group Comments

This plan is guided by Council endorsed goals and objectives that relate to housing and land use, mobility, community facilities and infrastructure, and other interests. The contract and scope of services similarly reflect a process that uses stakeholders, through a working group and other touchpoints with the community, to comment on draft concepts and ultimately a final plan.

The progress on this project has largely followed the planning and engagement strategy identified in the scope of services. One component of this strategy was to ask interested community members to serve

in an advisory role to staff. The Council appointed fourteen Working Group members and two alternates, who have since been placed into the group following two resignations.

The Municipal Code and the March 5, 2018 Council staff report<sup>5</sup> outline the anticipated role of the Working Group, which is advisory to staff, the City's boards and commissions, and City Council. Staff and consultants have benefited from their engagement in this process and have made changes to its outreach strategy as the group has influenced the consultant's work.

Five of the 14 Working Group members, however, have expressed concern about their role and the direction of the project generally, preferring instead to propose a path that diverges somewhat from the approach staff and consultants have advanced. In principle staff does not object to these concepts, though some ideas require Council direction as they would further impact the schedule and project costs. A summary of the comments expressed by some members of the Working Group<sup>6</sup> and staff's recommended approach or response are provided in Attachment C for Council's consideration.

#### Funding Opportunities

The timeline imposed by Caltrans, the grant funding agency, has necessitated an aggressive schedule to prepare a coordinated area plan. Staff is working with Caltrans to request a time extension. If granted, the City will have a one-time extension of up to two-years. Within this revised timeframe, the City can and must complete public outreach, environmental review, writing and adoption of the plan—including design and development standards, economic feasibility, and implementation measures. New analysis related to Matadero Creek and learning that 340 Portage (including the associated office building at 3201-3205 Ash Street) is an historic resource are unanticipated tasks that will likely be sufficient justification to support a one-time only extension.

The Sobrato Organization has previously contributed funds toward the NVCAP effort by providing an approximately 11.47% in matching funds required by the funding agencies to secure the grant and \$138,000 for the environmental review process. The funding agreement was approved by the City Council at the November 6, 2017 public hearing authorizing the project initiation. The Sobrato Organization owns 340 Portage (the former cannery that now houses Fry's Electronics) and a number of other properties in the project area. Staff has been in recent conversations with representatives of this landowner about unanticipated costs related to the Fry's building historic analysis and other environmental-related costs.

Other large landowners within the project boundary may be willing to contribute money toward the costs of preparing a coordinated plan for this area. Any funds received would not convey any entitlement, guarantee future development, nor grant these owners more input into plan outcomes. These properties represent parcels of land that are more likely to redevelop or can support more development opportunity. While no specific benefit would be conveyed to these owners for their financial contributions, they (and others in the area) may anticipate greater development opportunity in the future.

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<sup>5</sup> March 5, 2018 Council Report: <https://www.cityofpaloalto.org/civicax/filebank/documents/63646>

<sup>6</sup> Other Working Group members may agree with the comments expressed by a minority of the group, but because of Brown Act rules, have not signed a letter presented to the Working Group. Staff is not aware of other members that have similar concerns.

Notwithstanding staff's perspective, some in the community and individual Councilmembers may not view this as appropriate and may prefer the City use General Fund revenue to support any additional funding needs to complete the project. Before engaging property owners further, staff seeks Council's direction on how to proceed on this issue.

#### 340 Portage: Historic Evaluation

The Historic Resources Board (HRB) held a public hearing on the draft historic report prepared for the NVCAP area on July 25, 2019.<sup>7</sup> The purpose of the hearing was to receive HRB and public feedback on the historic resources evaluation (HRE) prepared for 340 Portage and the associated office building at 3201-3205 Ash Street. Staff provided an overview of the NVCAP process and the historic consultant, Page and Turnbull, presented their findings. The historic consultant's report finds that 340 Portage and the Ash Street office are individually significant under the State's Criterion 1 (events) and therefore eligible for listing in the California Register of Historical Resources (California Register). Several correspondences were submitted by members of the public and five members of the public spoke at the hearing, including Gloria Hom, the granddaughter of the original builder of the cannery, Thomas Foon Chew. The comments shared at the meeting and correspondences included a range of opinions. Some members of the public recommended that the historically buildings be preserved, and the historic importance be protected. Others recommended that building more housing be prioritized over preservation of the former cannery building.

The HRB concurred that the building is historically significant and eligible for listing in the California Register of Historical Resources as well as the National Register of Historic Places. Because of the historic significance, the HRB supports that the buildings be preserved in some way and incorporated into the redevelopment of the North Ventura area. Some members of the HRB also recommended that the City Council amend the NVCAP goals to explicitly include preservation of historic resources. Staff will bring this topic to a future Working Group meeting for their consideration and recommendations and to a subsequent City Council meeting.

#### 340 Portage: Redevelopment Potential

The subject property is the largest individual parcel in the study area containing approximately 12 of the project boundary's 60 acres. The City's Housing Element identifies a realistic yield of 221 housing units on this property based on existing zoning requirements. The City's Comprehensive Plan and the project objectives for the NVCAP anticipates a mixed-use neighborhood with interconnectivity, mobility, enhanced infrastructure, increased open space, and higher density housing. The subject parcel is key and in many ways was the impetus for engaging in this planning effort.

However, staff learned recently that the owner has little interest in demolishing (whole or in part) the existing ~240,000 square foot commercial building. While this perspective is well-aligned with community interests supporting the preservation of the City's cultural history, it also presents some challenges implementing expressed housing policies and other neighborhood improvements, including enhanced mobility. Future housing at this site may not meet the density, mix of bedrooms, or affordability expectations shared by some in the community or at least not at the height limits that are

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<sup>7</sup> Staff report link: <https://bit.ly/336wpL9>

expressed in the City's planning documents or supported by many in the community. The anticipated expiration of the Fry's lease at the end of the year may also influence the owner's interests to re-establish a new retail use in compliance with current zoning regulations and further forestall any redevelopment of the site in the near term. The City does not have any restrictions regarding the filing of any applications within the project boundary while preparing the NVCAP.

Staff anticipates developing plan scenarios that account for all reasonable redevelopment strategies, including preservation of the existing building. This information is provided so the Council is aware of these opportunities and constraints and can make informed decisions about the subject spending requests needed to support this project. These issues and how best to achieve project related goals and balance varied interests will be discussed by the Working Group, the public, Council-appointed boards and commissions, and ultimately, the City Council.

## **Policy Implications**

Council direction on the staff recommendation will significantly impact the NVCAP in terms of costs, schedule, and community engagement.

The City is committed to completing the NVCAP process within a timeline prescribed by the funding agencies in order to be reimbursed for invoices paid to the consultant. This deadline is December 1, 2020 and staff anticipates the granting of an extension through at least fall 2021. Per Caltrans, jurisdictions may be given a one-time extension of up to two years or December 1, 2022. To date, the City's financial contribution to this effort has been staff resources, historic evaluation completed by consultant Page and Turnbull, and some incidental costs supporting the Working Group. The recommendations and Council directed options will require the City to contribute General Fund resources toward this effort.

In addition to increased costs, the schedule for this project is expected to lengthen. The longer schedule in and of itself increases costs, but also makes it more difficult to sustain community interest, retain Working Group members, and it will delay staff work from other Council directed policy projects. Moreover, while there may have been some latitude in meeting the project schedule with the original two-year timeline, with the extension – if granted—this effort must be completed on time or the City may be required to repay any reimbursements made by funding agencies.

Direction on project expectations and responses to Working Group comments will help provide clear direction and is anticipated to help focus future discussions. The Working Group is a valuable component of the public engagement strategy and their work must be meaningful to sustain interest and, their role as either advisors supporting staff or as community members directing the planning effort requires clarification.

## **Resource Impact**

The recommendation in this report seeks direction to return to Council with a contract to conduct a feasibility and costing analysis to integrate Matadero Creek into an open space area within the NVCAP project boundary. Funding was allocated in the department's Adopted Fiscal Year 2020 budget to cover the cost of this work. Staff will also return to Council shortly with an amendment to the Perkins + Will contract. Staff anticipates requesting a budget amendment of approximately \$367,112 to cover the



costs of the additional work. This amount could adjust if there is a change in direction or expanded work needed to respond to some Working Group member’s comments.

The City is also already directly funding work being completed by Page and Turnbull, a historic evaluation consultant already hired by the City. The cost, identified below, includes the technical analysis and presentations at public hearings.

<b>Table 1: Additional Approximate Project Costs</b>	
\$769,068	Original Budget for Perkins+Will
<b>\$367,112</b>	<b>Perkins+Will – Analyses, Project Management, Meetings* (Not funded)</b>
<b>\$93, 237</b>	<b>WRA Creek Restoration Analysis* (Funded)</b>
<b>\$19,000</b>	<b>Page &amp; Turnbull Historic Study (In process and funded)</b>
<b>\$479,349</b>	<b>Estimated Total of Additional Costs</b>
<b>\$1,248,417</b>	<b>Total Project Cost (Original with Proposed Addition)</b>

\*Including 10% contingency for additional services

## Timeline

If authorized, staff will return to City Council with a contract for WRA and an amended contract with Perkins+Will for Council approval on consent shortly; staff will discuss potential funding from interested property owners; staff will continue to pursue the grant deadline extension from Caltrans and the Metropolitan Transportation Agency (MTC). Lastly, pending Council direction, staff will update the Working Group format and/or structure as needed.

## Environmental Analysis

The recommendations in this report do not qualify as a project in accordance with section 15378 of the California Environmental Quality Act (CEQA) Guidelines. Future action to approve contracts with the firms identified in this report is anticipated to be exempt from CEQA in accordance with CEQA Guidelines section 15306 (Class 6) which exempts information collection, research and resource evaluation from environmental review.

### Attachments:

**Attachment A: WRA Scope of Work Matadero Creek Concepts (PDF)**

**Attachment B: Draft Perkins+Will NVCAP Scope (PDF)**

**Attachment C: Staff Response to Proposal for NVCAP Working Group Process (PDF)**

**Attachment D: Approved Perkins+Will NVCAP Contract (PDF)**

## MATADERO CREEK IMPROVEMENT CONCEPTS

### SCOPE OF WORK AND ESTIMATED COST

*Prepared for:*

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May 24, 2019

*WRA Project No. 29113*

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#### PURPOSE

This Scope of Work describes the preparation of conceptual creek improvement designs for Matadero Creek within the North Ventura Coordinated Area Plan boundaries. It is our understanding that WRA will prepare three conceptual improvement designs that range from full naturalization to no impact. The design concepts will consider all constraints and opportunities communicated to us by Perkins + Will, along with the Santa Clara Valley Water District (SCVWD) responses to questions dated March 27, 2019.

#### WORK PRODUCTS

- Three (3) Conceptual Creek Improvement Plans
- Budgetary Cost Comparison

#### SCOPE OF WORK

WRA will perform the services outlined below.

##### ***Task 1: Site Assessment***

The WRA design lead will perform a site assessment to gain an understanding of the existing creek condition and gain perspective on the scale of the project. The assessment will include a desktop review of existing aerial photography, historical aerial photography, soils mapping, vapor intrusion area information, and preliminary Area Plan documentation. We will also conduct one site visit to photograph the existing conditions and take rough measurements of the channel. This task also includes coordination with the City and BKF team to integrate appropriate elements of the North Ventura Coordinated Area Plan (Plan) into the improvement concepts.

## ***Task 2: Prepare Conceptual Creek Improvement Scenarios***

Under this task, WRA will prepare three conceptual design concepts showing improvement scenarios for the approximately 800 linear feet of Matadero Creek within the Plan area for Perkins + Will to include in the Plan. The concepts will range from maximum appropriate naturalization of the channel to no interference with the existing channel. Comments from the SCVWD provided in March 2019 will be addressed. WRA will review other elements of the plan, including open space, recreation, landscaping, public access and Santa Clara Valley Water District maintenance needs, and integrate those elements into the design concept as appropriate.

Each concept will include a plan view of the creek in the Plan area, along with a typical section showing the proposed improvements. The graphics will be provided to Perkins + Will in AutoCAD or Adobe software format for inclusion into Plan documents. WRA will revise the concepts one time under this task based on input from Perkins + Will, SCVWD, the City, other agencies and information gathered during public meetings. If more than one round of revisions is required, WRA may request additional fees. A range of anticipated costs for implementation and maintenance of each scenario will be prepared by WRA and provided with the final design concepts.

## ***Task 3: Hydraulic Modeling***

WRA will run a preliminary surface water hydrologic and hydraulic model to inform the design of the scenarios described above. The models will be preliminary in nature and will be used to show that each of the proposed designs will not raise the 100-year water surface elevation or result in aggradation, degradation or other instability of the proposed condition. Each of the proposed designs will be represented by a typical cross section, horizontal alignment, and vertical profile. A memo describing the parameters, methodology, assumptions and limitations of the model will be provided to the City and Perkins + Will along with the final design concepts.

## ***Task 4: Meetings***

This task covers preparation and participation in meetings required to complete the project. Included are the following meetings. The number of meetings is included in parentheses:

- In-person project kick-off meeting with City of Palo Alto and Perkins + Will (1)
- Working Group meeting (3)
- Decision maker meeting (1)
- City Council Meetings (2)
- Meeting with SCVWD (1),
- Interagency Review Meeting – Corps, RWQCB, CDFW, NMFS, USFWS (1)
- Meeting with Architectural Board or other agencies (3)
- Video conference coordination meetings with City of Palo Alto, Perkins + Will or SCVWD (3)

All meeting costs related to materials preparation, travel and debriefing are included in the estimated fees for this task.

## ***Task 5: Project Management***

WRA will perform project management and coordination efforts associated with the scope of work outlined herein. Under this task, WRA will manage the work described in the scope and coordinate with City of Palo Alto, project team members, resource agencies and the SCVWD through the completion of

the work. WRA will also prepare and submit monthly invoices and coordinate project status and budget.

## **SCHEDULE**

This work can begin upon receipt of authorization from the Client of this Scope of Work.

## **STAFFING**

Brian Bartell will be the Project Director for the work and George Salvaggio will be the Project Manager. They will be assisted by Lead Engineer Ben Snyder. Mr. Bartell has over 20 years of stream restoration experience, and Mr. Salvaggio has over 20 years of ecological restoration and parks and open space planning experience. Mr. Snyder has extensive hydraulic modeling experience, including work on Lower Matadero Creek and other South Bay flood control channels under the jurisdiction of the SCVWD. The team will be supported by junior design staff as needed.

## **ASSUMPTIONS**

The following assumptions have been made in the preparation of this Scope of Work:

- Estimated costs herein are on a time and materials basis, and completion of the project will not exceed the given budget. Should contingencies arise, WRA will inform the Client immediately,
- WRA will be granted access to the site,
- WRA will use publicly available topography and site information to prepare plans and models. If available information is found to be insufficient, WRA will perform site survey at time and materials basis at WRA's preferred rates upon written permission from Client.
- Perkins + Will and the City will provide any relevant guiding documents to WRA at the start of the project,
- One round of revisions to the design concepts is included in this scope of work. Any additional revisions will be completed on a time and materials basis at WRA's preferred rate upon written authorization from the client,
- Hydraulic modeling will be preliminary in nature, and based on parameters agreed upon with, and hydrology provided by, the SCVWD prior to the start of modeling,
- SCVWD will provide a rating curve for the culvert under Alma Street,
- Meetings requested by the client outside of the scope of work described above will be attended on a time and materials basis at WRA's preferred rate,
- Final production of design concepts will be completed by Perkins + Will in their layout and formatting,

## **ESTIMATED COST**

The estimated cost for the services described in this Scope of Work is provided below. This cost is based on the assumptions above, and is subject to change based on the specific conditions encountered during the conduct of this work. Costs may be reallocated between tasks, but the total cost will not be exceeded without authorization.

Task	Cost
1. Site Assessment	\$5,900
2. Prepare Conceptual Creek Improvement Scenarios	\$27,798
3. Hydraulic Modeling	\$12,541
4. Meetings	\$30,166
5. Project Management	\$8,352
<b>Total</b>	<b>\$84,757</b>

*(Approval / Signature Page Follows)*

**APPROVAL TO PROCEED**

To authorize WRA’s services and to signify their mutual intent to be legally bound by this Scope of Work, authorized representatives of the parties hereby execute this agreement, effective upon the date when both parties have signed below.

**For Client**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Email Address

**Billing Information:**

\_\_\_\_\_  
Name and Email (if different from above)

**For WRA**

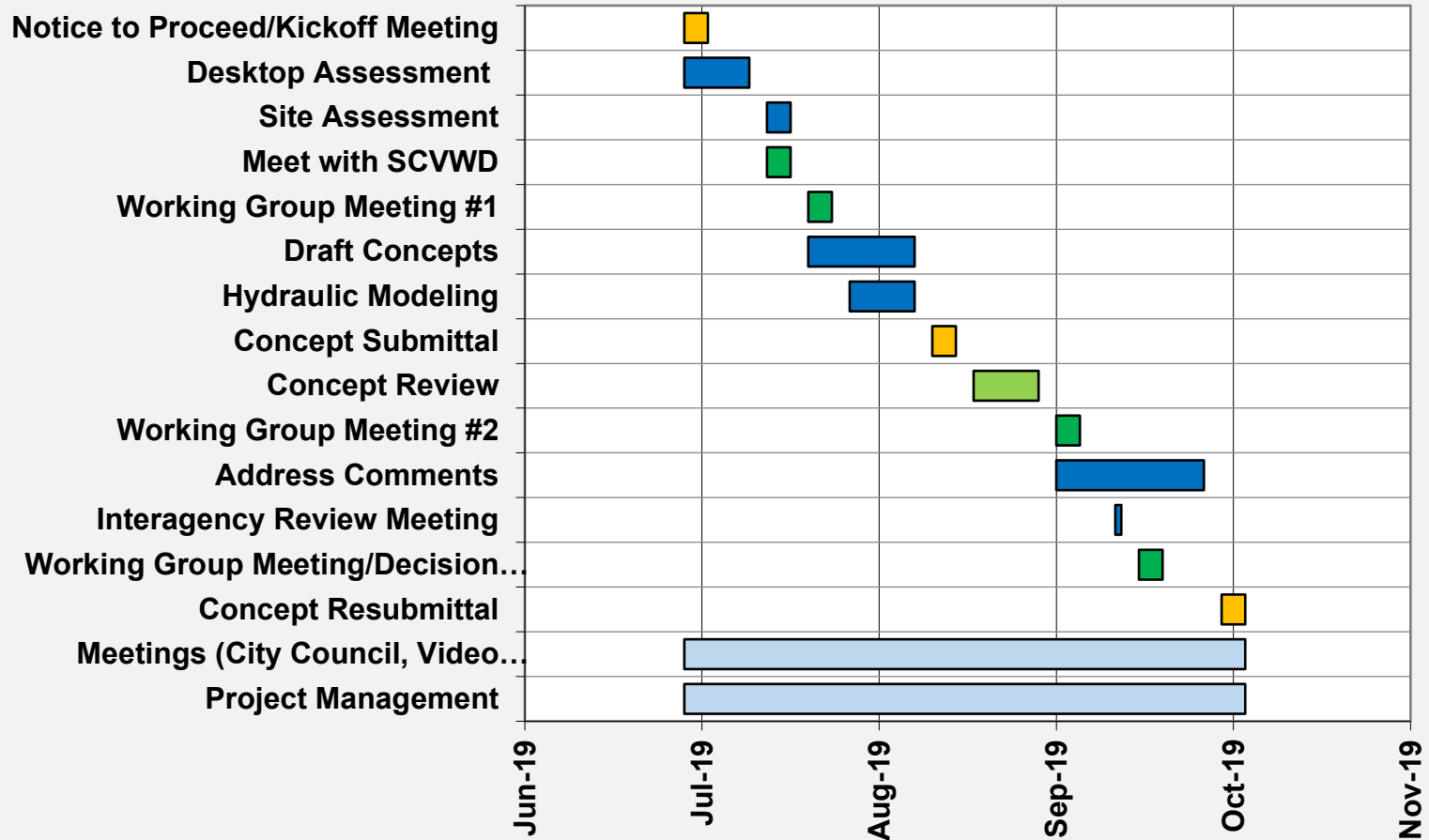
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

Task	Start Date	Duration	End Date
Notice to Proceed/Kickoff Meeting	7/1/2019	4	7/5/2019
Desktop Assessment	7/1/2019	11	7/12/2019
Site Assessment	7/15/2019	4	7/19/2019
Meet with SCVWD	7/15/2019	4	7/19/2019
Working Group Meeting #1	7/22/2019	4	7/26/2019
Draft Concepts	7/22/2019	18	8/9/2019
Hydraulic Modeling	7/29/2019	11	8/9/2019
Concept Submittal	8/12/2019	4	8/16/2019
Concept Review	8/19/2019	11	8/30/2019
Working Group Meeting #2	9/2/2019	4	9/6/2019
Address Comments	9/2/2019	25	9/27/2019
Interagency Review Meeting	9/12/2019	1	9/13/2019
Working Group Meeting/Decision Maker Meeting	9/16/2019	4	9/20/2019
Concept Resubmittal	9/30/2019	4	10/4/2019
Meetings (City Council, Video Conferences)	7/1/2019	95	10/4/2019
Project Management	7/1/2019	95	10/4/2019

## Matadero Creek Improvement Concept Preliminary Schedule





<b>Project Name:</b>	Perkins + Will Palo Alto Creek Improvement Concepts
<b>Project Number:</b>	29113
<b>Date:</b>	4/2/2019
<b>Rate Schedule:</b>	Preferred



Task #	Task Description	Personnel Hours by Task*												WRA Cost by Task	WRA Direct Expenses	Sub-Contractor	Total Cost	Task Total		
		Brian Bartell	Senior Associate Landscape Architect	George Salvaggio	Principal	Ben Snyder	Senior Associate Engineer	Andrew Smith	Associate Engineer	Russell Prange	Associate Landscape Architect	Junice Uy	Senior Landscape Designer						Chris Zumwalt	GIS Professional II
		\$ 200.00		\$ 236.00		\$ 221.00		\$ 180.00		\$ 168.00		\$ 133.00							\$ 164.00	
1	Desktop assessment/background			2		2		2					3.5		\$ 1,824	\$ -		\$ 1,824		
	Site visit					10		10							\$ 3,890	\$ 186		\$ 4,076		
															\$ -	\$ -		\$ -	\$ 5,900	
2	Draft concepts	4		6				24		26					\$ 9,706	\$ -		\$ 9,706		
	comment coordination			4				8							\$ 2,288	\$ -		\$ 2,288		
	revise concepts	2		4				18		22					\$ 7,294	\$ -		\$ 7,294		
	graphics			2				4		40					\$ 6,464	\$ -		\$ 6,464		
	cost estimate	2				2		4		4					\$ 2,046	\$ -		\$ 2,046	\$ 27,798	
3	Hydrology/existing model assessment	3				3									\$ 1,263	\$ -		\$ 1,263		
	hydraulic model setup					4		10					6		\$ 3,668	\$ -		\$ 3,668		
	hydraulic model of 4 concepts					10		30							\$ 7,610	\$ -		\$ 7,610	\$ 12,541	
4	Kickoff meeting (1)			4		4		1							\$ 1,996	\$ 45		\$ 2,041		
	Meetings with working group (3)			4		16		4		3					\$ 6,943	\$ 243		\$ 7,186		
	Meeting with decision maker (1)			4		8		1		1					\$ 3,060	\$ 83		\$ 3,143		
	City Council Meetings (2)	6				8		2		6		1			\$ 4,469	\$ 83		\$ 4,552		
	Meeting with SCVWD (1)					6		2							\$ 1,686	\$ 83		\$ 1,769		
	Interagency Review Meeting (1)			1		12		2		12					\$ 5,264	\$ 45		\$ 5,309		
	Other Meetings (3)					6				18					\$ 4,350	\$ 236		\$ 4,586		
	Video conference coordination meetings (3)			1				8							\$ 1,580	\$ -		\$ 1,580		
															\$ -	\$ -		\$ -	\$ 30,166	
5	Project Management	4		32											\$ 8,352	\$ -		\$ 8,352		
<b>TOTAL LABOR HOURS</b>		<b>21</b>		<b>64</b>		<b>91</b>		<b>51</b>		<b>124</b>		<b>96</b>		<b>9.5</b>						\$ 8,352
<b>TOTAL COST</b>		<b>\$ 4,200</b>		<b>\$ 15,104</b>		<b>\$ 20,111</b>		<b>\$ 9,180</b>		<b>\$ 20,832</b>		<b>\$ 12,768</b>		<b>\$ 1,558</b>	<b>\$83,753</b>	<b>\$1,004</b>	<b>\$0</b>	<b>\$84,757</b>		

**EXHIBIT “A”**  
**SCOPE OF SERVICES (DRAFT)**

CONSULTANT shall perform the tasks and services set forth in this Scope of Services.

**Task 1**  
**Project Initiation and Management**

**Task 1.1**  
**Project Management and Oversight**

CONSULTANT will provide project management and oversight for all tasks detailed in this scope of services for the duration of the Agreement. CONSULTANT’S project management activities will consist of, but are not limited to:

- Refine the work program in consultation with CITY to accomplish the principal activities under this Scope of Services, and refine a timeline for completing the work with milestones and deliverables consistent with the schedule in Exhibit B “Schedule of Performance”.
- Regularly update the work plan and timeline to reflect actual progress
- Review the proposed community engagement tools and engagement strategy
- Outline project goals and objectives
- Identify engagement activities
- Identify target demographic and interest groups and identify methods of communication and engagement
- Confirm coordination, facilitation and communication responsibilities
- Outline schedule, format, and resources for all engagement activities
- Provide overall management of CONSULTANT team, including sub consultants
- Provide oversight of budget, scope, schedule, deliverables and QA/QC
- Prepare and submit a monthly invoice by task and percentage of completion that details work performed by the CONSULTANT team and identifies expense charges. Invoiced tasks related to CEQA review shall include a notation on the invoice identifying them as “CEQA review”.
- Weekly calls between CONSULTANT project manager and CITY from October 1, 2019 through June 2020.

***1.1 Interim work products***

- Refined work program
- Refined project schedule
- Monthly invoices
- Community engagement strategy

## **Style Guide and Project Logo**

An important first step in creating project materials will include the preparation of an identifiable brand to apply to all print and digital publications in the community engagement effort. This exercise will ensure that all materials adhere to a graphic style that community members can easily associate with the project. CONSULTANT shall create a project logo and style guide, with fonts, color schemes and other design elements.

### ***1.1A Deliverable***

- Project logo and style guide, with fonts, color schemes and other design elements

## **Task 1.2**

### **Progress Meetings**

CONSULTANT will facilitate regular progress meetings (these may be conference calls or in-person, depending on agenda items) with City Staff to coordinate and report on contract matters, project progress, upcoming events and deliverables. CONSULTANT and City staff will jointly organize a kickoff meeting at the outset of the Agreement. This kickoff meeting will be for 4 hours and during this meeting the CONSULTANT team will meet with the City's project manager to establish appropriate project protocols and tour the site prior to immersing itself in the background conditions information. At the kick-off meeting CONSULTANT shall create consensus around key design and planning principles that set the foundation for the entire project and establish goals and performance targets for the project. CONSULTANT assumes weekly progress phone calls or video conferences between August 2018 and June 2020 while the design alternatives are being developed and through completion of the draft Administrative Plan; calls paused for the summer of 2019 and will resume October 1, 2019. Upon delivery of the Administrative Draft to City staff at the end of June 2020, progress meetings/check-in will commence on an as-needed basis to prepare for Working Group/ Decision Maker meetings as defined in Task 2.4 below and Final Plan Adoption.

Please note that any further extension of schedule to develop the Administrative Draft Coordination Area Plan beyond June 2020 will require a re-evaluation of the effort and associated budget, working in collaboration with the City, for an assessment of Additional Services #2.

### ***1.2 Interim work products***

- Meeting agendas
- Meeting action items

## **Task 2**

### **Community Engagement**

The City will convene all outreach events, including location, noticing, and publicizing and will prepare notices and staff reports for all public hearings and study sessions. The CONSULTANT team will be responsible for facilitating the relevant meetings, preparation of outreach/meeting materials, and associated tasks as listed below.

### **Task 2.1**

#### **Working Group**

Members of the CONSULTANT team will facilitate up to nine Working Group meetings that will be open and noticed to the public. The Working Group is composed of City Council- selected community members including stakeholders, property owners, residents and business representatives. CONSULTANT will plan for one of the Working Group meetings to be combined with City Council Meeting #1 from Task 2.4, as a joint session to select project goals. The Working Group meetings will include goal setting, understanding of background conditions, feedback on proposed alternatives, and participation in evaluation of alternative concept plans. A self-guided walking tour will be developed for the Working Group. The purpose of the site walking tour will be to experience the scale of the Plan

Area, provide context and explore physical constraints and opportunities.

The Working Group will also serve as a conduit to the wider community and review. The potential topics to be covered at each of these meeting is listed below and referenced in the schedule. Further refinement to the topics for each meeting will be made in consultation with the City during project development.

The CONSULTANT shall attend a total of eight (8) Working Group meetings. Working Group Meeting 5 and beyond shall be 3 hours in length. CONSULTANT shall arrange for necessary subconsultants to attend Working Group meetings. Subconsultant attendance and participation in Working Group meetings is defined in the Schedule of Rate (Exhibit C-1) and elaborated below. Any participation in Working Group meetings beyond state participation will incur additional costs subject to written approval from the CITY.

- Working Group #1 – context setting of the Plan Area
- Working Group # 2 – existing conditions
- Working Group # 3 –Neighborhood Metrics and Precedent Analysis
- Working Group # 4 – joint meeting with City Council on project status
- Working Group # 5 – Plan Alternatives Development I (ARUP and Strategic Economics subconsultants shall attend and participate)
- Working Group # 6 – Reset Meeting (City Staff only).
- Working Group #7 – Report Out on Creek and HRB (City Staff only).
- Working Group #8a - presentation of three alternatives and analyses - part I (ARUP and Strategic Economics subconsultants shall attend and participate)
- Working Group #8b - presentation of three alternatives and analyses - part II (ARUP and Strategic Economics subconsultants shall attend and participate)
- Working Group # 9 – report on feedback and insights from Community Workshop #2 and progress update (City Staff only)
- Working Group # 10– e EIR Scoping and Final/Farewell Meeting
- Working Group –additional meeting, subject to City approval as an Additional Service (Note: CONSULTANT team in consultation with the City will determine the most appropriate time to conduct this meeting. The billing rates in Exhibit C-1 will apply if City authorizes this meeting as an Additional Service to be billed on a time and materials basis.)

### ***2.1 Interim work products***

- Meeting agendas
- Meeting action items

### **Task 2.2**

#### **Stakeholder Meetings**

CONSULTANT team will facilitate and solicit feedback from key stakeholder groups at up to fifteen meetings to be arranged by City staff. Stakeholders may include, but are not limited to, those from the following sectors or interest groups:

- Businesses in the plan area - including Fry's, auto repair shops, professional offices, tech companies and start-ups
- Property owners
- Residents from adjacent neighborhoods and resident groups (Ventura Neighborhood

- Association, PAN)
- Representatives from organizations, including Palo Alto Forward, Asian Americans for Community Involvement (AACI), Silicon Valley Climate Action Alliance, Palo Alto Housing (<http://pah.community/about-us/misson-history/>) and other groups
  - Advocate groups (e.g., youth, affordable housing, education), such as Palo Alto Housing Corporation (non-profit, manages city's AH program), Youth Community Service, Community Working Group (<https://communityworkinggroup.org/>), Rotary/Lions/Kiwanis ([https://www.cityofpaloalto.org/partners/service\\_organizations/default.asp](https://www.cityofpaloalto.org/partners/service_organizations/default.asp)), SV Bicycle Coalition

Working with the City staff, CONSULTANT team will identify 3-5 key questions/clarifications request of the Stakeholder group to inform the development of land use alternatives. These questions will be sent to the stakeholders prior to the meeting for meaningful input during the sessions. Stakeholder meetings, when feasible, shall be grouped to solicit consolidated feedback. Stakeholders meetings outside of this on-site format will be conducted via phone. Each stakeholder meeting shall be for 30 to 40 minutes.

### ***2.2 Interim work products***

- Meeting agendas including 3-5 Stakeholder questions
- Meeting action items

### **Task 2.3.A**

#### **Community Workshops**

Members of the CONSULTANT team will facilitate two community workshops. The first community workshop will be a visioning exercise to discuss potential land use and transportation strategies. The second community workshop will be a presentation for feedback on the three plan alternatives.

### **Task 2.3.B**

#### **Pop-Up Workshops** (support City)

CONSULTANT will prepare public outreach materials based on on-going land use alternatives development to solicit broad community involvement. City staff will facilitate up to two sets of pop-up workshops or intercept meetings at two to three key locations in and around the planning area. These informal community meetings will be designed to “meet the community where they are” and facilitate discussion centered around the well-attended location and the overall planning area. The following are potential venues, locations or events pop-up workshops could be held:

- Caltrain station
- California Ave Farmers' Market - Sundays 9am-1pm
- College Terrace Branch Library (standalone display)

CONSULTANT team will not attend the Pop-up Workshops.

### ***2.3 Interim work products***

- Public outreach materials

### **Task 2.4**

#### **Decision-Maker Meetings**

Members of the CONSULTANT team will attend up to five (5) public meetings or study session/hearings with elected officials and/or boards/commissions such as City Council, Architectural Review Board and Planning & Transportation Commission.

The agendas and meeting minutes for these sessions will be prepared by City Staff. These meetings are anticipated to address the following topics (topics are subject to change, as determined by City):

- Decision Maker Meeting #1 March 2019 – report back on existing conditions analysis and summary of Community Visioning Workshop; joint session with Working Group to identify project goals and vision.
- Decision Maker Meeting #2 December 2019 - with Planning and Transportation Commission to present alternatives as a study session.
- Decision Maker Meeting #3 March 2020 with Planning and Transportation Commission to report on community workshop and to seek guidance on recommended preferred alternative approach.
- Decision Maker Meeting #4 April 2020 –Receive approval from City Council on preferred Plan.
- Decision Maker Meeting #5 – Architectural Review Board (TBD)–

Note: If additional meetings are required, CONSULTANT assumes attendance by at least two CONSULTANT team members, and preparation time on a time and material basis. One team member may be sufficient; the CONSULTANT shall confer with CITY staff in advance of reducing the number of team members attending meetings. The billing rates submitted in the fee proposal will apply for the Time and Materials authorization as an additional scope item.

## **Task 2.5**

### **Project Website**

To augment the community engagement efforts conducted via public meetings, CONSULTANT will prepare digital platforms to provide convenient access to the engagement effort for the community to share their voice and participate in the process. CONSULTANT, through its subconsultant Plan to Place, will host and prepare a wireframe for the project website to foster input from the CONSULTANT's project team and City as the foundation for a tailored project website. The website will have a distinct web address and will be optimized to ensure compatibility across different devices and translatable into different languages. The website will serve as the primary online portal for community engagement and will include:

- Important project updates
- Upcoming events, including a map and a timeline
- Updated summaries of workshop, forums, and other meetings
- Opportunities to submit ideas and subscribe to project mailing lists
- Access to educational resources and materials, both existing and developed for the purpose of the outreach effort

### ***2.5 Interim work product***

- Website with regular updates at key intervals

## **Task 2.6**

### **Mailing List**

In order to ensure interested individuals and parties stay looped in to project developments, a mailing list will be maintained, accessible via the project website and sign-up sheets and information cards at public events. E-mail campaigns will be pushed through the mailing list to notify

subscribers of upcoming engagement opportunities and events. City staff to manage mailing list. CONSULTANT to coordinate with staff on preparation of distribution of email notifications and other communications.

## ***2.6 Interim work product***

- Mailing List

### **Task 2.8**

#### **Surveys - Mobile and Online**

CONSULTANT will prepare a digital platform to conduct two (2) community surveys through the project website. CONSULTANT, through its subconsultant Plan to Place, will also work with Granicus the City to integrate their Communications Cloud software as a multi-channel platform to elevate, streamline and track communications efforts. The Communications Cloud also has a metrics/reporting capability to measure results and assess the input received.

The tailored survey campaign will aim to reach underrepresented members of the community. Findings from these surveys will be assessed and merged with data sets from other survey resources. The surveys may also be translated and will be consistent with those distributed through the website and email to ensure a standardized set of responses.

The CONSULTANT team will provide support to City staff to administer surveys through the City's existing Open City Hall platform or another alternative as appropriate.

## ***2.8 Interim work product***

- Preparation of 2 surveys and summary of results

### **Task 3**

#### **Background Conditions Task**

##### **3.1**

#### **Data Collection and Mapping**

The CONSULTANT team will prepare geographical information using GIS-based maps for the study area boundary and wider context, including pedestrian walkways, bikeways, transit, vehicular, parking and other transportation networks and features. The CONSULTANT team will coordinate the mapping areas and provide the final product to the City in a digital form that allows the layers of information to be easily accessed as needed.

A deep understanding and consideration of the complex layers that make up our current and future urban environments is critical to the creation of great and high performance networks and places. Using an innovative approach to planning and design, the CONSULTANT team will use this information to create a smart 3D model of the site and surrounding context. This model will include site opportunities and constraints, assets and challenges. This 3D model will be critical in the analysis and representation of existing and planned conditions and will be utilized throughout the entire project for concept and alternatives development and visualizations. The GIS based map as well as the 3D model will allow the CONSULTANT to develop appropriate 2D and 3D graphic material that illustrates the existing site as well as the future functioning of the site within the physical context of the city as a whole.

CONSULTANT through its transportation subconsultant ARUP will request and assemble available transportation and parking data from the City of Palo Alto and its CONSULTANT'S to establish a baseline. CONSULTANT will collect turning movement counts for up to ten intersections in and

just outside the project area and selected segment volumes. These intersections will be selected based on VTA TIA requirements and will supplement intersection counts available from the VTA Congestion Management Program (CMP) monitoring system. This will include counts at up to two unsignalized intersections to facilitate signal warrant analysis. Intersection pedestrian and bicycle counts will also be conducted at all locations. In addition, CONSULTANT will conduct parking inventory and occupancy counts, both on streets and within off-street facilities during peak times.

### **Task 3.2 Policy Context**

CONSULTANT will review and analyze existing adopted plans and policies as a foundation for developing the Coordinated Area Plan, including but not limited to:

- City of Palo Alto Comprehensive Plan, goals, policies and programs
- City Council approved draft project goals and objectives
- California Avenue Concept Study draft proposals
- City of Palo Alto Masterplan for parks, trails, natural open space and recreation
- Green stormwater infrastructure plan
- Sustainability and climate action plan
- Bike and pedestrian transportation plan
- Applicable zoning and development standards
- Residential off-street parking study

### **Task 3.3**

#### **Background Conditions Analysis**

CONSULTANT will prepare geographical information using GIS-based maps for the Coordinated Area Planning process, including the following layers of information:

- Existing land use and development patterns
- Development capacity
- Market rate and affordable housing
- Transit and transportation, including biking and walking
- Existing cultural and natural resources
- Public open space and community amenities
- Infrastructure systems and capacity

### **Task 3.4**

#### **Base Maps**

CONSULTANT will prepare a Base Map for use in the Coordinated Area Plan. BKF will utilize information from the City to identify the sewer, storm, water and electric/gas within the Coordinated Area Plan on the base map. CONSULTANT's work on this task is based on the following assumptions:

- City will provide GIS base with topography and existing property data.
- City will provide the CONSULTANT team with record drawings, utility block maps and studies related to the areas infrastructure (water, wastewater, storm water/drainage, electrical, gas, communication, etc.)



- City will provide the CONSULTANT team with existing utility capacity analysis reports and studies.

### ***3.4 Interim work product***

- Base Map

### **Task 3.5**

#### **Housing Including Affordable Housing**

CONSULTANT, through its subconsultant Strategic Economics, will review the Housing Element and Comprehensive Plan to identify issues and opportunities related to housing and affordable housing. Some of the potential topics to be considered in this task could include the supply of existing market-rate and below-market-rate housing in the Plan Area, the amount of housing capacity based on zoning, estimates of the need for market-rate and affordable housing in Palo Alto based on RHNA and barriers to housing production.

### ***3.5 Interim work product***

- Memo summarizing issues and opportunities for housing/affordable housing in the Plan Area

### **Task 3.6**

#### **Market Snapshot Report**

CONSULTANT, through its subconsultant Strategic Economics, will analyze and describe current market conditions for residential, R&D/office and commercial retail uses. The analysis will focus on determining the development product types, sales prices, and/or rents that would be achievable in the North Ventura Area.

Subtasks will include the following:

- Residential Market Conditions – Strategic Economics will interview residential developers and brokers, summarize current rents and sales price for higher-density residential products (rental and ownership product types) in the Plan Area and identify market-supportable product types and opportunity sites for housing; and determine the likely sales prices/rents of new housing by type.
- R&D/ Office – Based on employment projections, existing market reports, interviews with local brokers and/or developers, and review of office and R&D development trends, Strategic Economics will examine types of R&D and office development likely to be supportable in the Plan Area.
- Retail and Restaurants - Strategic Economics will assess the demand for “soft goods” retail stores and restaurants in the Plan Area based on: city sales tax data; data on rent, vacancy, and new construction trends for retail districts in Palo Alto and neighboring cities from brokers and Costar; and interviews with local retail and mixed-use developers. The analysis will provide an understanding of the market opportunities and barriers to retail and mixed-use development in the Plan Area.

The findings of the analysis will be used to develop an understanding of market-driven opportunities and constraints in the area, which will then inform development of the plan alternatives. The findings of the market snapshot will also provide key input needed for the economic feasibility analysis, implementation, and fiscal impact analysis tasks described in Tasks 4 and 5.

### ***3.6 Interim work products***

- Draft Market Snapshot Memo
- Final Market Snapshot Memo

### **Task 3.7**

#### **Existing Utilities Analysis**

CONSULTANT, through its subconsultant BKF, will utilize the existing conditions base map prepared by the CONSULTANT project team to review the existing storm, sewer and water within the Coordinated Area Plan. BKF will review the existing utility sizes, condition and identify existing capacity, identifiable capacity deficiencies, identifiable utility system upgrades required, and describe the existing utility infrastructure.

BKF will provide a narrative of the existing utilities, any identified deficiencies, and any identified opportunities for system upgrades or efficiencies. Based on the demand BKF can assist with recommendations on how to improve utility systems or identify future studies that may be needed to model, analyze, evaluate, and determine impacts to the systems.

### ***3.7 Interim work product***

- Existing utilities summary memorandum

### **Task 3.8**

#### **Transportation and Parking**

CONSULTANT, through its subconsultant ARUP, will review and summarize relevant transportation plans and policies. This will include documenting planned transportation infrastructure improvements that could affect accessibility to the site. CONSULTANT will utilize available data, traffic counts, and parking counts to characterize existing transportation conditions. Qualitative street characterizations of the project area based on observations will be provided. CONSULTANT will also provide a description of current transportation issues such as deficiencies that impact safety, mobility and access in the project area. CONSULTANT will identify opportunities to improve transportation to and within the site, which could include additional transit service (Caltrain and El Camino Real corridor), safer roads and intersections and non-traditional approaches to improve mobility such as Mobility as a Service. ARUP will prepare a transportation section of the report, which will summarize policy context, existing conditions and identify issues and opportunities. This will point to potential transportation strategies that will be developed in later study phases.

### ***3.8 Interim work product***

- Transportation and parking summary memorandum

### **Task 3.9**

#### **Environmental Assessment**

As part of the existing conditions analysis related to natural and man-made hazards and hazardous materials (including the regional plume and affected groundwater), CONSULTANT, through its subconsultant DJP&A, will prepare a Screening Level Phase I ESA for the area. Preparation of the Screening Level Phase I ESA includes the following:

- Acquiring database reports to help establish the presence and type of contamination incidents reported in the site vicinity.
- Reviewing on-line databases (GeoTracker and Envirostor) and available documents for up to ten facilities. Based on these reviews, a figure will be prepared that will present

the reported and more significant ground water contamination plumes within the site boundaries.

- Reviewing aerial photos to help develop a history of the previous site uses and adjacent area.
- Summarizing the anticipated site hydrogeology based on readily available public information.
- Completing a brief site visit from public right-of-way to observe existing conditions and note readily observable indications of past or present activities that may have or could cause significant site contamination.

### ***3.9 Interim work product***

- Screening Level Phase I ESA

Note: CONSULTANT shall identify on its invoices all work performed under this subtask 3.9 with the notation “CEQA review” (in addition to describing the substantive work performed), so that these work items will be invoiced towards the \$138,000 CEQA funding available for the project.

### **Task 3.10**

#### **Opportunities and Constraints**

CONSULTANT will compile all data from Tasks 3.1 through 3.9 into a consolidated background conditions memo, including a narrative on existing opportunities and constraints.

#### ***3.10 Deliverable***

- Existing conditions memo with opportunities and constraints summary

### **Task 3.11**

#### **Creek Analysis**

CONSULTANT will receive analysis and updates from WRA, a consultant under contract with the CITY. CONSULTANT will incorporate the analysis of the Matadero Creek into the three plan alternatives.

### **Task 3.12**

#### **Historic Analysis of 340 Portage**

CONSULTANT will receive analysis from Page and Turnbull, a consultant under a separate and direct contract with the CITY, regarding the historic nature of 340 Portage Street. CONSULTANT will incorporate and include this analysis in the plan alternatives as necessary and into the final plan as necessary.

## **Task 4**

### **Analysis of Options and Draft Plan Components Task**

#### **Task 4.1**

##### **Development of Alternatives**

Based on information gathered during Tasks 2 and 3, CONSULTANT will work closely with City staff, stakeholders and the community to develop three land use/urban design alternatives for the study area. Test fit alternatives will be studied for these selected sites, to understand development yields and market support among other factors. For the purposes of policy discussion, environmental

assessment and downtown character, the alternatives will contrast different land use compositions and development densities. Each land use alternative will include a summary of the development potential, including a list of the analysis assumptions made. Draft land use alternatives will include information about:

- Land uses and densities
- Building massing and heights
- Street network and connectivity
- Public open space and community amenities
- Opportunities for multi-modal improvements and accessibility
- Parking supply and demand

Two and three dimension massing graphic outputs from the 3D model and precedent images will be utilized to communicate the characteristics of the alternatives in an easy-to-understand format.

#### ***4.1 Deliverable***

- Three (3) Draft land use/urban design alternatives with development summary table

#### **Task 4.2**

##### **Comparison of Alternatives**

The alternatives will be compared to each other with respect to the goals and framework established during Tasks 2 and 3 to help illustrate the differences between the alternative proposals. The comparison will include the relative merits of the development alternatives for additional housing opportunities, including the supply of affordable housing and an analysis of potential sources for additional employment opportunities and the workforce characteristics required for such employment. Other aspects to be compared will include density and land use, distribution and amount of open space, impacts on traffic/parking and vehicle trip generation, where there are differences between the two approaches.

CONSULTANT through its subconsultant ARUP will advise on three proposed street network and parking options for the project area. This will include the following: proposing initial circulation options that allow developing baseline parking projections based on different programs; proposing a suite of transportation improvements that reduce parking requirements and trip generation; advising on a street hierarchy for the site, and developing parking access recommendations. Based on alternative land use programs and street configurations, ARUP will analyze parking impacts and traffic for three land use/transportation improvement options. Parking demand will be calculated using a spreadsheet model, taking into account proposed driving reduction measures, feeding back into site parking design. The projected demand for each alternative will be compared with Palo Alto's current parking requirements and any available findings of its residential off-street parking study, and parking ratios appropriate for the site will be recommended.

##### ***Traffic Analysis***

To estimate traffic impacts ARUP will take both a traditional intersection impact approach and conduct a Vehicles Miles Travelled (VMT) analysis. For the former we will utilize a Traffix modeling software to determine impacts on no more than ten (10) key intersections in and around the project area based on alternative land use programs and proposed alternative transportation infrastructure and services, and using the results to determine what if any traffic infrastructure upgrades would be required for each option. This evaluation is to be distinguished from the anticipated project-level Traffic Impact Analysis (TIA), which is described in Task 6.1. This analysis will nonetheless establish background and cumulative conditions, using assumptions from the Comprehensive Plan and VMT's regional model, and evaluate the impact of each land use alternative on key intersection Level of Service (LOS). It will also serve as the basis for developing the project TIA.

### *Vehicle Miles Travelled Analysis*

ARUP will perform a VMT analysis consistent with State guidelines to compare the regional impact of the two alternatives. This is consistent with the approach taken in the Comprehensive Plan.

### *Municipal Fiscal Impact Study*

CONSULTANT, through its subconsultant Strategic Economics, will estimate the fiscal impact of development in the Plan Area. The analysis will estimate the fiscal impact of potential future development scenarios compared to the baseline existing conditions on the City of Palo Alto's General Fund. The fiscal study will estimate the potential change in City operating revenues and expenditures resulting from projected growth in residential, office/R&D and retail land uses. Strategic Economics will analyze the property tax, sales tax, and other major sources of General Fund revenues generated by the development in the Draft Plan, compared to the existing land uses. After conducting interviews with key City departments including Police, Fire, Public Works, Parks and Recreation, Strategic Economics will calculate the increase in General Fund expenditures for providing services to new residents and employees under each scenario. Based on the results of the fiscal assessment, Strategic Economics will determine whether the estimated public revenues would offset increases in the cost of public services to serve new development. The fiscal impact study will be conducted for each of the 3 plan alternatives.

NOTE: This analysis relates to task 4.2a and 4.2b.

### *Infrastructure*

CONSULTANT, through its subconsultant BKF, will compare water and wastewater demand calculations for the three alternatives. BKF will also provide an infrastructure cost estimate based on the preferred concept plan/program, including: proposed utilities, hardscape, roadway improvements and storm water treatment. BKF will provide this pricing as a supplement to the project cost estimator. The estimated cost will represent the level of information known at that time, and will be used as an indicator of overall costs, for use in the project evaluation/cost estimate by the CONSULTANT project team.

### *Any Incompatibilities with Existing Policies*

CONSULTANT will prepare a commentary on the extent to which any aspect of the three alternatives deviate from current City policies and ordinances. Where appropriate, CONSULTANT will comment on the restrictions imposed by existing policies and offer suggestions for any changes necessary to facilitate the proposals.

### *Evaluation charrettes*

CONSULTANT will prepare the above referenced analyses in advance of, and for review and discussion, at a four-hour (4) 'evaluation charrette'. The charrette will include City Staff and relevant members of the CONSULTANT design team to review the CONSULTANT team analyses, and prepare for presenting the three alternatives to the Working Group, decision-makers, and the public.

CONSULTANT shall prepare a second four-hour (4) charette, following presentation of the three plan alternatives to the Working Group, decision-makers, and others. The purpose of this charette will be to understand the connection between feedback and the plan alternatives and to agree upon any needed adjustments as well as to evaluate the presentation, materials, and outreach. Members of the CONSULTANT design team will summarize this charrette for the benefit of the meeting with the Decision-Makers Meeting #3.

## **4.2 Deliverables**

- Comparative summary memo of the alternatives (Urban Design, Traffic, Economics,

Infrastructure)

- Charrette preparation, consultant coordination and meeting materials.

## **Task 4.2a**

### **Evaluation of Proposed Policies**

CONSULTANT, through their subconsultant Strategic Economics, will assess the financial feasibility of imposing new requirements for new development in the Plan Area, which may include:

- Higher inclusionary requirements than the current Below-Market-Rate policy requirements for rental and ownership housing.
- New workforce housing requirements in addition to the current Below Market Rate (BMR) requirements. The definition of workforce household income targets will be developed in coordination with City Staff.

Based on research of similar policies in other cities, and taking into account the existing conditions of the NVCAP area and the Palo Alto market context, Strategic Economics will also provide guidance on the viability of establishing policies to accomplish the following objectives:

- Prevent displacement of existing residents in the NVCAP area
- Encourage small office uses (for smaller businesses) through tools such as imposing a limit on office building sizes or other strategies
- Encourage unconventional housing type (co-ops missing middle, etc.)

### ***4.2a Deliverable***

Memo Report that addresses all of Task 4.2a to be incorporated into the Plan.

## **Task 4.2b**

### **Evaluation of Financial Feasibility and Economic Value of NVCAP**

CONSULTANT, through its subconsultant Strategic Economics, will (1) measure and compare the financial feasibility of three NVCAP development alternatives, and (2) will analyze the economic value of the NVCAP development alternatives to property owners (defined as the increase in residual land value created from new land use regulations / zoning / incentives). Strategic Economics will also assess the extent to which the value created by new development in the NVCAP development alternatives can help to pay for community infrastructure and amenities included in the alternatives (e.g., parks/open space, creek restoration, bicycle and pedestrian facilities, roadways, etc.). The findings of these analyses will allow decisionmakers to better understand which alternatives are more likely to be delivered by private developers, and to understand the extent to which each alternative can generate private funding to deliver desired infrastructure and amenities.

### ***Financial Feasibility***

As a first step, Strategic Economics will work with Perkins+Will to obtain three plan alternatives that provide sufficient detail to develop pro forma models that analyze the alternatives' financial feasibility. Working closely with the City, CONSULTANT, through its subconsultant Strategic Economics will build a pro forma model that measures the economic feasibility of building prototypes that exemplify the range of land uses and development products envisioned in the plan alternatives. The land uses will likely include R&D/office, mixed-use, and residential. The building prototype inputs (height, unit sizes, parking, etc.) will be developed in close coordination with CONSULTANT. The market inputs will be based on the market analysis in Task 3.6 and vetted with developers active in Palo Alto and neighboring cities. The prototypes will detail factors such as the building formats, building heights, parking spaces

and format, square feet of different land uses, number and types of housing units, square feet of demolished uses, and land area of new public and private streets, paseos, plazas, etc.

The analysis will be structured to provide information about the economic incentives and disincentives to build the types of development products that are desired in the Plan Area, and the potential for private development to help fund infrastructure improvements in the Plan Area.

Strategic Economics will also require order-of-magnitude cost estimates (developed by other Perkins+Will consultant team members) for the construction of significant new infrastructure and amenities in each alternative.

Strategic Economics will conduct additional research to develop revenue and cost inputs for use in the pro forma analysis. In work related to Task 5.3, Strategic Economics analyzed the financial feasibility of specific housing prototypes; under Task 5.3, Strategic Economics will also conduct additional research to develop inputs to perform a pro forma financial feasibility analysis for R&D/Office and mixed-use development. Under Task 4.2b, Strategic Economics will complete additional research to update inputs to the previous residential pro forma analysis and will develop revenue and cost inputs applicable to the comprehensive and specific NVCAP development alternatives, including demolition of existing structures and construction of on-site infrastructure and amenities. The analysis will rely on market data, as well as interviews with brokers, developers, and other local real estate experts.

#### *Value Capture*

Using rates of return and/or residual land values that are consistent with current market expectations, Strategic Economics will determine the financial feasibility of each alternative. Strategic Economics will then describe the trade-offs from each alternative, including the extent to which development in the alternative generates value that could be dedicated to public infrastructure and amenity investments or community benefits, and the gap in infrastructure costs that would need to be covered by the City, outside grants, or other funding sources.

Strategic Economics will participate in two meetings with local developers/property owners/stakeholders to inform the analysis. Strategic Economics will also participate in two calls with City staff to guide the analysis and report on the results, and will participate in up to two additional meetings of the working group, community, or City Council to present the results.

Finally, Strategic Economics will perform a comparable analysis of the preferred plan alternative to allow comparison against the three NVCAP development alternatives.

#### **4.2b Deliverable**

Strategic Economics will deliver one memo report that addresses all of Task 4.2b through the comparison of the NVCAP development alternatives. Strategic Economics will deliver a brief follow-up memorandum that describes results of the analysis of the preferred plan alternative.

BKF to prepare ROM infrastructure cost estimation of all three draft plan alternatives **(NOTE: Placeholder. Yet receive fee input from BKF)**

## **Task 5**

### **Draft Coordinated Area Plan Task**

#### **5.1**

#### **Preferred Concept Plan and Program**

Based on comments from the Working Group, stakeholders, and direction from City staff and Decision-Makers, the CONSULTANT team will refine the preferred concept plan for the North Ventura Coordinated Area Plan. The preferred concept plan will serve as the basis for the

preparation of Development Standards, Design Criteria and the Coordinated Area Plan Report.

### ***5.1 Deliverable***

- Preferred concept plan and program

### **Task 5.2**

#### **Draft Coordinated Area Plan Report**

The CONSULTANT team will work with City staff to confirm an agreed outline and Table of Contents for the Coordinated Area Plan and will then prepare a Draft Report for review by City staff and stakeholders. The Draft Report will incorporate the preferred plan, programs and guidelines prepared in the previous task. As necessary, the Coordinated Area Plan Report will include supporting plans, diagrams, sketches and pictures to convey, illustrate and exemplify Coordinated Area Plan content.

The proposed schedule allows for one review of the Administrative Draft Plan by City staff. One set of consolidated comments will be submitted by the City to the CONSULTANT team after review of the Administrative Draft Plan.

CONSULTANT will present the preferred plan to the Working Group, and Decision-Makers and will facilitate one community workshop to solicit community reaction to the development of the preferred plan.

The draft and final Coordinated Area Plan Report will include the following sections.

#### *Land use*

The report will illustrate the distribution, location and intensity of land uses, including industrial, office, retail, entertainment, residential, community amenities, public open space and parking supply within the study area.

#### *Transportation*

CONSULTANT through its subconsultant ARUP will further develop transportation infrastructure, services and programs for the preferred option, describing these using narratives, mapping and typical cross-sections and plans. ARUP will advise in the development of design guidelines for streets and other transportation infrastructure (e.g., bike/ped paths, transit stops).

#### *Utilities and Infrastructure*

CONSULTANT through its subconsultant BKF will prepare utility demand forecasts for the Coordinated Area Plan, based on land uses supplied by CONSULTANT to determine if the current infrastructure is able to accommodate the proposed land uses and infrastructure presented as part of the Coordinated Area Plan. BKF will also contact utility providers with required project utility demands to verify existing capacities or required changes to the utility infrastructure to meet the demand.

#### *Development Standards and Design Criteria*

The CONSULTANT team will prepare Development Standards and Design Criteria for the private and public realms. These standards and criteria will “implement” and reinforce the preferred plan, focusing on the desired character of the Coordinated Area Plan. Such a framework will focus on the character, function and needs of the district, in particular the linkages between activity nodes and the character and needs of the public realm, pedestrian paths and building heights and orientation that frame and structure the streets. The standards and criteria will speak to both the built form and lands and character of the study area. CONSULTANT will consider the changing urban fabric, land use, density, open space, connections to adjacent areas, neighborhood transitions,



circulation, sustainability and streets. Architectural design requirements will address street design and hierarchy, building design including streetwall and setbacks, public and private open spaces, street furniture such as fences, arcades, sidewalk treatments etc. and concept design of parking areas. Specific building types, such as community centers, if included in the preferred plan, will also be addressed. The guidelines will provide direction to private and public entities making improvements in the area and will be folded in the final report.

### ***5.2 Deliverables***

- Draft Coordinated Area Plan Report
- Final Coordinated Area Plan Report

### **Task 5.3**

#### **Financial Feasibility and Economic Analysis**

Under Task 4.2b CONSULTANT will develop an initial Financial Feasibility and Value Capture analysis. Upon selection of a preferred Plan alternative, CONSULTANT, working close with the City and through its subconsultant Strategic Economics, will finalize the Financial Feasibility (4.2b), and Value Capture (4.2b), and Economic Analysis (4.1). Working closely with the City CONSULTANT through its subconsultant Strategic Economics will build a pro forma model that measures the economic feasibility of building prototypes that exemplify the range of land uses and development products envisioned in the Draft Plan. The land uses will likely include R&D/office, mixed-use, and residential. The building prototype inputs (height, unit sizes, parking, etc.) will be developed in close coordination with CONSULTANT. The market inputs will be based on the market analysis in Task 3.6 and vetted with developers active in Palo Alto and neighboring cities. The analysis will be structured to provide information about the economic incentives and disincentives to build the types of development products that are desired in the Plan Area, and the potential for private development to help fund infrastructure improvements in the Plan Area.

In addition to the economic feasibility analysis, Strategic Economics will also provide a summary of the potential economic benefits of public infrastructure investments based on a review of existing literature and studies measuring the property value increases related to public realm and infrastructure improvements.

### ***5.3 Deliverables***

- Draft Financial Feasibility and Economic Analysis Memo
- Final Financial Feasibility and Economic Analysis Memo

### **Task 5.4**

#### **Funding and Financing Implementation Strategy**

CONSULTANT through its subconsultant Strategic Economics will contribute to the implementation strategy for the North Venture Comprehensive Area Plan, focusing on identifying the funding sources and financing tools available to implement the infrastructure improvements identified in the Draft Plan. The strategy will incorporate the findings of the financial feasibility analysis to establish whether private developers and property owners could potentially contribute to necessary improvements. Based on the analysis, Strategic Economics will provide recommendations on using property-based financing tools like community facilities districts (CFDs), tax increment financing (TIF), benefit assessment districts, and other similar mechanisms. Strategic Economics will also identify available state and regional grants to help fund infrastructure improvements in the Plan Area.

### ***5.4 Deliverables***

- Draft Funding and Financing Strategy Memo
- Final Funding and Financing Strategy Memo

## **Task 5.5**

### **Parking Model Calibration**

CONSULTANT, through its subconsultant Arup, proposes to provide a context-sensitive analysis of parking demand that responds to transportation demand management (TDM) best practices. This analysis will utilize and calibrate two models: a parking model and a sketch planning model, to develop a customized set of parking ratios for each proposed land use type that respond to unique local characteristics.

Arup will use a parking model developed by the Urban Land Institute (ULI) and the International Council of Shopping Centers (ICSC) that measures the peak parking demand for every land use within a mixed-use development, while accounting for opportunities to share parking across land uses. Arup will leverage existing parking demand data for the NVCAP existing conditions report to calibrate ULI's shared parking model to accurately reflect the existing parking conditions at the site. Other model calibrations will include the quantification of existing and planned land use, adjustments for vehicle occupancies, and adjustments for market synergy e.g. the relationship among planned land uses that reduces total parking demand. Once the model is calibrated, we will use it to test the different land use scenarios to calculate future parking demand with the current mode share.

To estimate the impact of proposed transportation demand management (TDM) strategies on parking demand, as well as the site's proximity to high quality transit, Arup will then utilize a sketch planning model (such as MXD, CalEMod or GreenTrip Connect) to estimate the impact of TDM strategies on the current mode split, which will be fed into the calibrated parking model to determine estimated parking demand.

This add service complements the original scope of work by 1) incorporating a sketch planning model to forecast how TDM strategies will perform in the unique local context of the site, given its it accurately predicts existing conditions prior to testing future land use scenarios.

#### **5.5 Deliverables**

- Technical memo detailing the methodology, key inputs and assumptions, and full results.
- Executive summary of the analysis and key findings that is appropriate for non-technical audiences including the NVCAP working group, City Council and other interested parties.
- Slide deck version of the executive summary
- Arup Project Manager Autumn Bernstein's attendance at up to two additional public meetings to present the findings of this analysis.

## **Task 6**

### **Task 6.1**

As of the effective date of this Agreement, the City anticipates that an Addendum to the Comprehensive Plan Final Environmental Impact Report (2017) would be the appropriate level of environmental review for the North Ventura Coordinated Area Plan. CONSULTANT's subconsultant DJP&A will review the development assumptions and findings of the Comprehensive Plan Final Environmental Impact Report (2017) and assist as needed in preparing the existing conditions analysis. All this data will be compared to the Draft Plan for the North Ventura Coordinated Area Plan to determine the need for additional technical analyses and whether a different course of CEQA review may be appropriate. If it is deemed that an Addendum is the appropriate level of clearance, the subconsultant shall prepare the Addendum and all required documentation.

If potential issues are found that could require an Initial Study/Mitigated Negative Declaration

(IS/MND) or Supplemental Environmental Impact Report (SEIR), meaning the proposed plan would result in new or more significant impacts than were identified in the Comprehensive Plan Final Environmental Impact Report (2017), DJP&A would notify the City immediately to determine next steps. Once a final determination is made on the level of environmental review required, DJP&A would prepare the necessary analysis based on new technical analyses (as warranted) and existing data.

DJP&A and ARUP will assist with the preparation of the background conditions analysis for the following resource areas as this data would most likely be required for the environmental review:

- Traffic, parking, transit, bicycle, and pedestrian facilities and demand
- Cultural and natural resources
- Natural and man-made hazards and hazardous materials, including the regional plume and affected groundwater
- Parks, community centers, schools and other public facilities and conditions

Consistent with the Comprehensive Plan, ARUP will provide for this amendment both a traditional the Level of Service (LOS) Traffic Impact Analysis (TIA) and a projection of project-generated VMT technical memorandum, utilizing the Synchro Analysis in task 4.2. This will be a multimodal approach, focusing not only on traffic but also transit, bicycle and pedestrian connectivity, convenience, and safety. Transportation impacts will be analyzed in accordance with the standards and methodologies found in VTA's Transportation Impact Analysis Guidelines. It is assumed that TIA trip threshold of 100 or more net new peak hour trips will be met. The following scenarios will be analyzed:

- Existing
- Existing plus Project
- Background
- Background plus Project
- Cumulative
- Cumulative plus Project

It is assumed that signal warrant analyses for up to two currently unsignalized intersections will be conducted.

The TIA may include the following optional tasks:

- Impact analysis of four freeway segments and eight freeway ramps
- Local street traffic volume impact analysis using the TIRE methodology for up to four residential street segments
- Bus transit service delay/quality of service analysis

These optional tasks will be considered outside of scope and billed at time and materials using ARUP rates in Exhibit \_\_.

DJP&A will review the proposed project in relation to the findings of the Screening Level Phase I ESA under Task 3.9, to determine potential impacts/mitigation measures.

DJP&A will prepare Technical Environmental Reports analyzing the draft Coordinated Area Plan for all topics as warranted (and if not covered by the Comprehensive Plan EIR). These may

include, but not be limited to, CEQA issues such as transportation (LOS and VMT); air quality; noise; soils and groundwater (i.e., related to the existing plume and groundwater issues); and greenhouse gas emissions and at least one non-CEQA issue: parking.

Note: CONSULTANT shall identify on its invoices all work performed under Task 6 with the notation “CEQA review” (in addition to describing the substantive work performed), so that these work items will be invoiced towards the \$138,000 CEQA funding available for the project.

### **Task 6.1a**

#### **Supplemental Environmental Impact Report**

Subsequent to the initiation of the project, it was determined that a Supplemental Environmental Impact Report would be the appropriate level of CEQA review. As such, the following additional tasks are anticipated in addition to Task 6.1:

- David J. Powers & Associates (DJPA) to prepare a Notice of Preparation (NOP).
- DJPA to attend a scoping meeting during the public circulation of the NOP.
- DJPA to complete additional analysis for cumulative impacts and alternatives to the proposed project.
- DJPA to respond to public comments on the Draft EIR.
- DJPA to prepare final EIR.
- DJPA to submit all required documents to the State Clearinghouse in accordance to CEQA.

### **Task 7**

#### **Hearings and Coordinated Area Plan Adoption Task**

##### **7.1**

#### **Hearings**

Members of the CONSULTANT team will attend up to two hearing by the Planning and Transportation Commission; one hearing with the Architectural Review Board one hearing with the Historic Review Board and up to two hearings by the City Council to present the plan for adoption. This is in distinction to Task 2.4 Decision-Maker meetings that allows the decision-makers to weigh in on the effort versus Hearings that are for attendance during plan adoption.

##### **Task 7.2**

#### **Adopted Plan**

CONSULTANT will prepare and submit the final Coordinated Area Plan in both an editable digital and a PDF format upon adoption by the City Council.

Note: For additional meetings that may be required CONSULTANT team assumes attendance by at least two personnel and preparation time on a time and material basis. The billing rates in Exhibit B will apply for the Time and Materials authorization upon approval by the City as an Additional Service.

### **Task 8**

#### **Additional Services**

In addition to the meetings noted in Tasks 2 and 7, additional services that may be included under this contract include:

1. Additional Working Group Meetings (Task 2.1)
2. Additional Decision Maker and public Hearings, such as City Council Finance or Policy and Services Committees (Tasks 2.4 and 7.1)

## Attachment C

### Staff Response to April 17, 2019 Proposal for the NVCAP Working Group Process

A summary of the comments expressed by five members of the Working Group and staff's responses are provided below. The comments were provided at the April 17, 2019 meeting and specifically raise concerns about the Working Group's role and the direction of the project generally. Staff believes these concerns can generally be addressed as described below and unless directed otherwise by the City Council, will proceed accordingly.

*1. Co-Chairs. A preference for co-chairs to agree on the communication needs and agenda for each meeting.*

Staff Response: If this would be beneficial to the Working Group, staff does not have an objection. Having the members of the Group select leaders who can assist in facilitation, communication, and keeping meetings on track can enhance the productivity of the meetings. The task of setting the meeting agendas, however, would remain the purview of staff and the consultants in order to advance the project within the specified timeline.

*2. Existing Conditions Report and Expert Consultation. A list of technical studies was requested to be provided before meetings begin; these include the following:*

- *Hydrology Study*
- *Vegetation and Wildlife*
- *Public and Environmental Safety*
- *Public Services and Utilities*
- *Cultural and Historical Resources*
- *Visual Quality and Design*
- *Geologic and Seismic Hazards*
- *Noise*
- *A detailed Market Feasibility Study*
- *Existing, recently completed, and approved buildings – including square feet of office space and number of housing units, plus a comparison with downtown Palo Alto*
- *Requirements and Restrictions regarding development in this area (i.e. open space) per the Comp Plan and other city guidelines*

*The full draft Existing Conditions should be shared with the group and discussed.*

Staff Response: The complete draft Existing Conditions Report has been provided, along with a presentation at a Working Group meeting. The Existing Conditions Report will be a chapter of the final plan and updated as needed before the completion of the project. Staff will provide reports and analysis as performed and available and used to update or inform policy recommendations; it may not be available, however, at the start of such discussions. The planning process is iterative and while analyses are important, the available budget, staff resources, and expertise limit the quantity, quality, and specificity of analysis that can be performed in relation to the project.

3. *Communication. More timely responses to all questions and all relevant information obtained by the City and consultants shared with the Working Group.*

Staff Response: Staff will provide more timely responses to Working Group member inquiries. As stated above, however, staff may not be able to satisfy the curiosity of each member and their inquiries. Information simply may not be readily available.

4. *Working Group Meetings. More time should be allocated for dialogue and discussion.*

Staff Response: The proposed scope increases the working group meetings from 2 hours to 3 hours. The schedule adds one additional Working Group meeting at a cost of \$13,619. While more time lends itself to more dialogue, the City must also balance these discussions with the need to complete the project within a specified timeframe.

5. *Concept Plans / Final Design. The coordinated area plan should be responsive to project goals and opinions of all stakeholders.*

Staff Response: The City Council serves as the ultimate decision-maker regarding the final plan. The consultant team and staff will channel the desires of community members, Working Group members, other review bodies (PTC, HRB, and ARB) and all stakeholders into the plan. As these stakeholders are diverse, it is highly likely that compromises will be made. The plan seeks to meet the project goals identified by the City Council, however the plan may not respond to the opinions of all stakeholders in ways they find satisfactory. This is the nature of dynamic community work that seeks to find the best path balancing numerous goals, variables, and a multiplicity of approaches.

6. *PAUSD Representative. Request to include a representative from the school district to participate in the Working Group to act as a liaison and evaluate the necessity of a school for Ventura neighborhood.*

Staff Response: City staff have been in regular communication with members of the PAUSD School Board (Todd Collins) and district staff (Robert Golton and James Novak). In addition, staff has presented and will continue to present as appropriate at the City School Liaison meetings. PAUSD may find understanding the impact of plans on school enrollment to be appropriate once the three alternatives have been defined or once a preferred alternative has been selected.

In order to formally add a member of the PAUSD board or staff to the Working Group, the City Council would need to remove an existing member and appoint a PAUSD representative, or amend the Code (section 19.10) to increase the number of Working Group members allowed for Coordinated Area Plans. The Code provides for a maximum of 14 Working Group members and each of these positions are held by community representatives.

The City Council could also choose to name a PAUSD member as an alternate to the Working Group. The position title of Working Group alternate is not identified in the municipal code and its distinction from a Working Group member is unclear. For the past alternates, participation was limited to the public comment portion of the Working Group meeting to distinguish its role and to respect the code provision for a maximum of 14 members. As there is no formal voting anticipated for the Working Group, the role of the alternate is uncertain and if used in a manner similar to other Working Group members, this approach appears at odds with the municipal code.

7. *Measure of Successful Outcome. Clear definition of what constitutes a successful outcome and how final decisions will be made.*

Staff Response: The purpose of the NVCAP is to develop a long-range plan to manage and direct changes within the project area over the next fifteen to twenty years. During the planning process, the Working Group members will advise staff by (1) evaluating three plan alternatives against the goals established by the City Council and (2) recommending a preferred alternative.

Reaching a clear preferred alternative may not be possible given the limited time available and the potential for divergent views. If no clear consensus or majority perspective emerges, then the Working Group can provide decision makers with an evaluation of the merits of each alternative and insights into why members supported different plan alternatives.

Ultimately, the City Council will be presented with all the plan alternatives considered by the Working Group, a preferred alternative if one emerges and an analysis from staff as to how each plan aligns with previously articulated project goals and objectives. Staff anticipates a wide range of community interests will continue to be expressed through this process. Balancing these interests is a shared responsibility among all stakeholders to create a plan that elected officials determine is most representative of community goals.

8. *Subcommittees. Interest for individual or small group meetings to allow Working Group members to conduct a more in-depth review on the following topics:*

- a. *Matadero Creek*
- b. *Historic and Cultural Preservation*
- c. *Financial Analysis of Neighborhood Serving Retail and Small Offices*
- d. *Financial Analysis of Housing*
- e. *Environmental Safety*
- f. *Transportation (Parking, Car Traffic, Walking and Biking)*

Staff Response: Small group settings provide a useful and effective format for discussion that can augment the full Working Group discussion. Staff propose to incorporate more opportunities for small group and focused discussions into the Working Group meetings. Adding committees will require additional scope, time, and budget. While some Working Group members welcome an increase in time, others may find this additional commitment an unwelcome burden and untenable. Subcommittee meetings are required by code to be open to the public and noticed. Staff's preference is to create opportunities within the established meetings for this small group discussion. Individuals are also welcome to research particular areas of interest in preparation for the Working Group meetings.

**CITY OF PALO ALTO CONTRACT NO. C18171717  
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND PERKINS + WILL  
FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 25<sup>th</sup> day of June, 2018, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and Perkins + Will , a Delaware corporation, located at 2 Bryant Street, Suite 300, San Francisco, California, 94105 (“CONSULTANT”).

**RECITALS**

The following recitals are a substantive portion of this Agreement.

A. CITY intends to undertake a planning process and prepare a Coordinated Area Plan for the North Ventura area to guide the development of a walkable, mixed-use neighborhood with multifamily housing, commercial services, well-defined connections to transit, bicycle and pedestrian facilities, urban design strategies, and design guidelines to strengthen and support the neighborhood fabric and connections to transit, pedestrian, and bicycle facilities (“Project”), and desires to engage a consultant to provide services to facilitate and complete the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

**AGREEMENT**

**SECTION 1. SCOPE OF SERVICES.** CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

**SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through December 31 2020, unless terminated earlier pursuant to Section 19 of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Timely performance of services is an essential element of this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a



reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" ("Basic Services"), and reimbursable expenses, shall not exceed Six Hundred Ninety Nine Thousand One Hundred Fifty Three Dollars (\$699,153.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed Seven Hundred Sixty Nine Thousand Sixty Eight Dollars (\$769,068.00). The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

**SECTION 5. INVOICES.** In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to

perform Services under this Agreement.

**SECTION 8. ERRORS/OMISSIONS.** CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

**SECTION 10. INDEPENDENT CONTRACTOR.** It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

**SECTION 12. SUBCONTRACTING.** Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

Arup  
560 Mission Street, Suite 700  
San Francisco, CA. 94105

Plan to Place  
524 San Anselmo Avenue, # 114  
San Anselmo, CA. 94960

Strategic Economics  
2991 Shattuck Avenue #203  
Berkeley, CA 94705

David J. Powers & Associates  
1871 The Alameda, Ste. 200  
San Jose, CA. 95126

BKF Engineers  
1730 North First Street, Suite 600  
San Jose, CA. 95112

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

**SECTION 13. PROJECT MANAGEMENT.** CONSULTANT will assign Geeti Silwal as the Principal in Charge to have supervisory responsibility for the performance, progress, and execution of the Services and Nivi Das as the Project Manager to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Elena Lee, Planning and Community Environment Department, 250 Hamilton Avenue, Palo Alto, CA. 94303, Telephone: (650) 617-3196. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** Upon delivery, all work products, including without limitation, all writings, drawings, plans, reports, specifications, calculations, data, documents, and other materials and copyright interests developed for CITY by CONSULTANT under this Agreement (collectively, "Work Products") are the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the Work Products pursuant to this Agreement shall be vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Notwithstanding any other provision of this Section, CITY acknowledges and agrees that CONSULTANT may use CONSULTANT's pre-existing intellectual property (including, without limitation, know-how and proprietary methodologies) ("Pre-Existing IP") in CONSULTANT's provision of the services and deliverables under this Agreement, and nothing in this Agreement transfers, or is intended to transfer, ownership in CONSULTANT's Pre-Existing IP to CITY where such Pre-Existing IP is not a Work Product under this Agreement. Neither CONSULTANT nor its contractors, if any, shall make any of such Work Products available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the Work Products for use in or application to circumstances not contemplated by the scope of work of this Agreement.

**SECTION 15. AUDITS.** CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this

Agreement.

**SECTION 16. INDEMNITY.**

16.1. This Agreement includes both design professional services as defined in Civil Code Section 2782.8 and other services.

As to Claims that arise out of work performed by a design professional as defined in Civil Code Section 2782.8, the following provision shall apply: To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement.

As to Claims that arise out of work performed other than by a design professional, the following provision shall apply: To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

**SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or

policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that, except for Professional Liability and Worker's Compensation insurance, the insurance is primary coverage and will not be canceled by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

## **SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or

termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

**SECTION 20. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk  
City of Palo Alto  
Post Office Box 10250  
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director  
at the address of CONSULTANT recited above

**SECTION 21. CONFLICT OF INTEREST.**

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

**SECTION 22. NONDISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements

and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.**

CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.**

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.30 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

**SECTION 25. NON-APPROPRIATION**

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

**SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS**

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

## **SECTION 27. MISCELLANEOUS PROVISIONS.**

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.



27.10 All unchecked boxes do not apply to this Agreement.

27.11 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

27.13 No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

**SECTION 28. FEDERAL-AID GRANT ASSURANCES (49 CFR 26).**

28.1. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CITY deems appropriate.

28.2. CONSULTANT shall ensure that all subcontracts to perform work under this Agreement include the assurances stated in subsection 28.1 above as applied to each subconsultant or subcontractor.

28.3. CONSULTANT shall cooperate with CITY in completing all requirements of the federal funding for work under this Agreement, including, but not limited to, requirements under the State of California, Department of Transportation (Caltrans) Disadvantaged Business Enterprise (DBE) Program Plan and CITY's Implementation Agreement with Caltrans thereunder.

**SECTION 29. PROMPT PAYMENT TO SUBCONTRACTORS (49 CFR 26.29)**

CONSULTANT shall not hold retainage from any subconsultants.

**CONTRACT No. C18171717 SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**CITY OF PALO ALTO**

DocuSigned by:  
*Ed Shikada*  
F2DCA19CCC8D4F9...  
Ed Shikada

Assistant City Manager

**PERKINS + WILL**

DocuSigned by:  
*Geeti Silwal*  
6CEDD377E0684DE...  
Geeti Silwal

Principal

**APPROVED AS TO FORM:**

DocuSigned by:  
*Sandra Lee*  
36C6B9D557AF4E3...  
Sandra Lee

Assistant City Attorney

**Attachments:**

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS

## **EXHIBIT “A” SCOPE OF SERVICES**

CONSULTANT shall perform the tasks and services set forth in this Scope of Services.

### **Task 1 Project Initiation and Management**

#### **Task 1.1 Project Management**

CONSULTANT will provide project management for all tasks detailed in this scope of services for the duration of the Agreement. CONSULTANT’S project management activities will consist of, but are not limited to:

- Refine the work program in consultation with CITY to accomplish the principal activities under this Scope of Services, and refine a timeline for completing the work with milestones and deliverables consistent with the schedule in Exhibit B “Schedule of Performance”.
- Regularly update the work plan and timeline to reflect actual progress
- Review the proposed community engagement tools and engagement strategy
- Outline project goals and objectives
- Identify engagement activities
- Identify target demographic and interest groups and identify methods of communication and engagement
- Confirm coordination, facilitation and communication responsibilities
- Outline schedule, format, and resources for all engagement activities
- Provide overall management of CONSULTANT team, including sub consultants
- Provide oversight of budget, scope, schedule, deliverables and QA/QC
- Prepare and submit a monthly invoice by task and percentage of completion that details work performed by the CONSULTANT team and identifies expense charges. Invoiced tasks related to CEQA review shall include a notation on the invoice identifying them as “CEQA review”.

#### ***1.1 Interim work products***

- Refined work program
- Refined project schedule
- Monthly invoices
- Community engagement strategy

#### **Task 1.1A Style Guide and Project Logo**

An important first step in creating project materials will include the preparation of an identifiable brand to apply to all print and digital publications in the community engagement effort. This exercise will ensure that all materials adhere to a graphic style that community members can easily associate with the project. CONSULTANT shall create a project logo and style guide, with fonts, color schemes and other design elements.

### ***1.1A Deliverable***

- Project logo and style guide, with fonts, color schemes and other design elements

## **Task 1.2**

### **Progress Meetings**

CONSULTANT will facilitate regular progress meetings (these may be conference calls or in-person, depending on agenda items) with City Staff to coordinate and report on contract matters, project progress, upcoming events and deliverables. CONSULTANT and City staff will jointly organize a kickoff meeting at the outset of the Agreement. This kickoff meeting will be for 4 hours and during this meeting the CONSULTANT team will meet with the City's project manager to establish appropriate project protocols and tour the site prior to immersing itself in the background conditions information. At the kick-off meeting CONSULTANT shall create consensus around key design and planning principles that set the foundation for the entire project and establish goals and performance targets for the project. CONSULTANT assumes weekly progress meetings between August 2018 and January 2019 while the design alternatives are being developed. CONSULTANT assumes bi-weekly check-in conference calls (February through April), while preparing the Coordinated Area Plan- Administrative Draft. Upon delivery of the Administrative Draft to City staff, progress meetings/check-in will commence on an as-needed basis to prepare for Working Group/ Decision Maker meetings as defined in Task 2.4 below and Final Plan Adoption.

### ***1.2 Interim work products***

- Meeting agendas
- Meeting action items

## **Task 2**

### **Community Engagement**

The City will convene all outreach events, including location, noticing, and publicizing and will prepare notices and staff reports for all public hearings and study sessions. The CONSULTANT team will be responsible for facilitating the relevant meetings, preparation of outreach/meeting materials, and associated tasks as listed below.

### **Task 2.1**

#### **Working Group**

Members of the CONSULTANT team will facilitate up to nine Working Group meetings that will be open and noticed to the public. The Working Group is composed of City Council-selected community members including stakeholders, property owners, residents and business representatives. CONSULTANT will plan for one of the Working Group meetings to be combined with City Council Meeting #1 from Task 2.4 , as a joint session to select project goals. The Working Group meetings will include site walking tour, goal setting, understanding of background conditions, feedback on proposed alternatives, and participation in evaluation of

alternative concept plans. The purpose of the site walking tour will be to experience the scale of the Plan Area, provide context and explore physical constraints and opportunities.

The Working Group will also serve as a conduit to the wider community and review. The potential topics to be covered at each of these meeting is listed below and referenced in the schedule. Further refinement to the topics for each meeting will be made in consultation with the City during project development.

- Working Group #1 – context setting and walking tour of the Plan Area
- Working Group # 2 – joint session with Decision Makers to identify project goals
- Working Group # 3 – report back on Community Workshop, land use alternatives presentation, and evaluation charrette
- Working Group # 4 – report back on Preferred Alternative approach guidance from Decision Makers meeting
- Working Group # 5 – input on Draft Plan components
- Working Group # 6 – review of Draft Plan components
- Working Group # 7 – input on Final Draft and EIR Addendum
- Working Group # 8 – input on Final Draft and EIR Addendum
- Working Group # 9 – additional meeting, subject to City approval as an Additional Service (Note: CONSULTANT team in consultation with the City will determine the most appropriate time to conduct this meeting. The billing rates in Exhibit C-1 will apply if City authorizes this meeting as an Additional Service to be billed on a time and materials basis.)

### ***2.1 Interim work products***

- Meeting agendas
- Meeting action items

## **Task 2.2**

### **Stakeholder Meetings**

CONSULTANT team will facilitate and solicit feedback from key stakeholder groups at up to fifteen meetings to be arranged by City staff. Stakeholders may include, but are not limited to, those from the following sectors or interest groups:

- Businesses in the plan area - including Fry's, auto repair shops, professional offices, tech companies and start-ups
- Property owners
- Residents from adjacent neighborhoods and resident groups (Ventura Neighborhood Association, PAN)
- Representatives from organizations, including Palo Alto Forward, Asian Americans for Community Involvement (AACI), Silicon Valley Climate Action Alliance, Palo Alto Housing (<http://pah.community/about-us/misson-history/>) and other groups
- Advocate groups (e.g., youth, affordable housing, education), such as Palo Alto Housing Corporation (non-profit, manages city's AH program), Youth Community Service, Community Working Group (<https://communityworkinggroup.org/>), Rotary/Lions/Kiwanis ([https://www.cityofpaloalto.org/partners/service\\_organizations/default.asp](https://www.cityofpaloalto.org/partners/service_organizations/default.asp)), SV Bicycle Coalition

Working with the City staff, CONSULTANT team will identify 3-5 key questions/clarifications request of the Stakeholder group to inform the development of land use alternatives. These questions will be sent to the stakeholders prior to the meeting for meaningful input during the sessions. Stakeholder meetings, when feasible, shall be grouped to solicit consolidated feedback.

Stakeholders meetings outside of this on-site format will be conducted via phone. Each stakeholder meeting shall be for 30 to 40 minutes.

## ***2.2 Interim work products***

- Meeting agendas including 3-5 Stakeholder questions
- Meeting action items

### **Task 2.3.A**

#### **Community Workshops**

Members of the CONSULTANT team will facilitate two community workshops. The first community workshop will be a visioning exercise to discuss potential land use and transportation strategies. The second community workshop will be a presentation for feedback on the preferred plan.

### **Task 2.3.B**

#### **Pop-Up Workshops (support City)**

CONSULTANT will prepare public outreach materials based on on-going land use alternatives development to solicit broad community involvement. City staff will facilitate up to two sets of pop-up workshops or intercept meetings at two to three key locations in and around the planning area. These informal community meetings will be designed to “meet the community where they are” and facilitate discussion centered around the well-attended location and the overall planning area. The following are potential venues, locations or events pop-up workshops could be held:

- CalTrain station
- California Ave Farmers’ Market - Sundays 9am-1pm
- College Terrace Branch Library (standalone display)

CONSULTANT team will not attend the Pop-up Workshops.

## ***2.3 Interim work products***

- Public outreach materials

### **Task 2.4**

#### **Decision-Maker Meetings**

Members of the CONSULTANT team will attend up to four meetings or study session/hearings with elected officials and/or boards/commissions such as City Council, Architectural Review Board and Planning & Transportation Commission. The agendas and meeting minutes for these sessions will be prepared by City Staff. These meetings are anticipated to address the following topics (topics are subject to change, as determined by City):

- Decision Maker Meeting #1 – report back on existing conditions analysis and summary of Community Visioning Workshop; joint session with Working Group to identify project goals and vision.
- Decision Maker Meeting #2 – report back on concept alternatives, Working Group evaluation charrette, and seek guidance on recommended preferred alternative approach.
- Decision Maker Meeting #3 – report back on Working Group proposed Plan components and EIR status update; seek guidance on recommended Staff changes to the Administrative Draft Plan.
- Decision Maker Meeting #4 – seek guidance on Final Coordinated Plan + Environmental Review/CEQA Clearance

Note: If additional meetings are required, CONSULTANT assumes attendance by at least two CONSULTANT team members and preparation time on a time and material basis. The billing rates submitted in the fee proposal will apply for the Time and Materials authorization as an additional scope item.

## **Task 2.5**

### **Project Website**

To augment the community engagement efforts conducted via public meetings, CONSULTANT will prepare digital platforms to provide convenient access to the engagement effort for the community to share their voice and participate in the process. CONSULTANT, through its subconsultant Plan to Place, will host and prepare a wireframe for the project website to foster input from the CONSULTANT's project team and City as the foundation for a tailored project website. The website will have a distinct web address and will be optimized to ensure compatibility across different devices and translatable into different languages. The website will serve as the primary online portal for community engagement and will include:

- Important project updates
- Upcoming events, including a map and a timeline
- Updated summaries of workshop, forums, and other meetings
- Opportunities to submit ideas and subscribe to project mailing lists
- Access to educational resources and materials, both existing and developed for the purpose of the outreach effort

### ***2.5 Interim work product***

- Website with regular updates at key intervals

## **Task 2.6**

### **Mailing List**

In order to ensure interested individuals and parties stay looped in to project developments, CONSULTANT and City staff will maintain a mailing list, accessible via the project website and sign-up sheets and information cards at public events. E-mail campaigns will be pushed through the mailing list to notify subscribers of upcoming engagement opportunities and events.

### ***2.6 Interim work product***

- Mailing List

## **Task 2.8**

### **Surveys - Mobile and Online**

CONSULTANT will prepare a digital platform to conduct two (2) community surveys through the project website. CONSULTANT, through its subconsultant Plan to Place, will also work with Granicus the City to integrate their Communications Cloud software as a multi-channel platform to elevate, streamline and track communications efforts. The Communications Cloud also has a metrics/reporting capability to measure results and assess the input received.

The tailored survey campaign will aim to reach underrepresented members of the community. Findings from these surveys will be assessed and merged with data sets from other survey resources. The surveys may also be translated and will be consistent with those distributed through the website and email to ensure a standardized set of responses.

The CONSULTANT team will provide support to City staff to administer surveys through the City's existing Open City Hall platform or another alternative as appropriate.

### **2.8 Interim work product**

- Preparation of 2 surveys and summary of results

## **Task 3**

### **Background Conditions**

#### **Task 3.1**

##### **Data Collection and Mapping**

The CONSULTANT team will prepare geographical information using GIS-based maps for the study area boundary and wider context, including pedestrian walkways, bikeways, transit, vehicular, parking and other transportation networks and features. The CONSULTANT team will coordinate the mapping areas and provide the final product to the City in a digital form that allows the layers of information to be easily accessed as needed.

A deep understanding and consideration of the complex layers that make up our current and future urban environments is critical to the creation of great and high performance networks and places. Using an innovative approach to planning and design, the CONSULTANT team will use this information to create a smart 3D model of the site and surrounding context. This model will include site opportunities and constraints, assets and challenges. This 3D model will be critical in the analysis and representation of existing and planned conditions and will be utilized throughout the entire project for concept and alternatives development and visualizations. The GIS based map as well as the 3D model will allow the CONSULTANT to develop appropriate 2D and 3D graphic material that illustrates the existing site as well as the future functioning of the site within the physical context of the city as a whole.

CONSULTANT through its transportation subconsultant ARUP will request and assemble available transportation and parking data from the City of Palo Alto and its CONSULTANT'S to establish a baseline. CONSULTANT will collect turning movement counts for up to ten intersections in and just outside the project area and selected segment volumes. These intersections will be selected based on VTA TIA requirements and will supplement intersection counts available from the VTA Congestion Management Program (CMP) monitoring system. This will include counts at up to two unsignalized intersections to facilitate



signal warrant analysis. Intersection pedestrian and bicycle counts will also be conducted at all locations. In addition, CONSULTANT will conduct parking inventory and occupancy counts, both on streets and within off-street facilities during peak times.

### **Task 3.2**

#### **Policy Context**

CONSULTANT will review and analyze existing adopted plans and policies as a foundation for developing the Coordinated Area Plan, including but not limited to:

- City of Palo Alto Comprehensive Plan, goals, policies and programs
- City Council approved draft project goals and objectives
- California Avenue Concept Study draft proposals
- City of Palo Alto Masterplan for parks, trails, natural open space and recreation
- Green stormwater infrastructure plan
- Sustainability and climate action plan
- Bike and pedestrian transportation plan
- Applicable zoning and development standards
- Residential off-street parking study

### **Task 3.3**

#### **Background Conditions Analysis**

CONSULTANT will prepare geographical information using GIS-based maps for the Coordinated Area Planning process, including the following layers of information:

- Existing land use and development patterns
- Development capacity
- Market rate and affordable housing
- Transit and transportation, including biking and walking
- Existing cultural and natural resources
- Public open space and community amenities
- Infrastructure systems and capacity

### **Task 3.4**

#### **Base Maps**

CONSULTANT will prepare a Base Map for use in the Coordinated Area Plan. BKF will utilize information from the City to identify the sewer, storm, water and electric/gas within the Coordinated Area Plan on the base map. CONSULTANT's work on this task is based on the following assumptions:

- City will provide GIS base with topography and existing property data.
- City will provide the CONSULTANT team with record drawings, utility block maps and studies related to the areas infrastructure (water, wastewater, storm water/drainage, electrical, gas, communication, etc.)

- City will provide the CONSULTANT team with existing utility capacity analysis reports and studies.

### ***3.4 Interim work product***

- Base Map

### **Task 3.5**

#### **Housing Including Affordable Housing**

CONSULTANT through its subconsultant Strategic Economics will review the Housing Element and Comprehensive Plan to identify issues and opportunities related to housing and affordable housing. Some of the potential topics to be considered in this task could include the supply of existing market-rate and below-market-rate housing in the Plan Area, the amount of housing capacity based on zoning, estimates of the need for market-rate and affordable housing in Palo Alto based on RHNA and barriers to housing production.

### ***3.5 Interim work product***

- Memo summarizing issues and opportunities for housing/affordable housing in the Plan Area

### **Task 3.6**

#### **Market Snapshot Report**

CONSULTANT through its subconsultant Strategic Economics will analyze and describe current market conditions for residential, R&D/office and commercial retail uses. The analysis will focus on determining the development product types, sales prices, and/or rents that would be achievable in the North Ventura Area.

Subtasks will include the following:

- Residential Market Conditions – Strategic Economics will interview residential developers and brokers, summarize current rents and sales price for higher-density residential products (rental and ownership product types) in the Plan Area and identify market-supportable product types and opportunity sites for housing; and determine the likely sales prices/rents of new housing by type.
- R&D/ Office – Based on employment projections, existing market reports, interviews with local brokers and/or developers, and review of office and R&D development trends, Strategic Economics will examine types of R&D and office development likely to be supportable in the Plan Area.
- Retail and Restaurants - Strategic Economics will assess the demand for “soft goods” retail stores and restaurants in the Plan Area based on: city sales tax data; data on rent, vacancy, and new construction trends for retail districts in Palo Alto and neighboring cities from brokers and Costar; and interviews with local retail and mixed-use developers. The analysis will provide an understanding of the market opportunities and barriers to retail and mixed-use development in the Plan Area.

The findings of the analysis will be used to develop an understanding of market-driven opportunities and constraints in the area, which will then inform development of the plan alternatives. The findings of the market snapshot will also provide key input needed for the economic feasibility analysis, implementation, and fiscal impact analysis tasks described in Tasks 4 and 5.

### ***3.6 Interim work products***

- Draft Market Snapshot Memo
- Final Market Snapshot Memo

### **Task 3.7**

#### **Existing Utilities Analysis**

CONSULTANT through its subconsultant BKF will utilize the existing conditions base map prepared by the CONSULTANT project team to review the existing storm, sewer and water within the Coordinated Area Plan. BKF will review the existing utility sizes, condition and identify existing capacity, identifiable capacity deficiencies, identifiable utility system upgrades required, and describe the existing utility infrastructure.

BKF will provide a narrative of the existing utilities, any identified deficiencies, and any identified opportunities for system upgrades or efficiencies. Based on the demand BKF can assist with recommendations on how to improve utility systems or identify future studies that may be needed to model, analyze, evaluate, and determine impacts to the systems.

### ***3.7 Interim work product***

- Existing utilities summary memorandum

### **Task 3.8**

#### **Transportation and Parking**

CONSULTANT through its subconsultant ARUP will review and summarize relevant transportation plans and policies. This will include documenting planned transportation infrastructure improvements that could affect accessibility to the site. CONSULTANT will utilize available data, traffic counts, and parking counts to characterize existing transportation conditions. Qualitative street characterizations of the project area based on observations will be provided. CONSULTANT will also provide a description of current transportation issues such as deficiencies that impact safety, mobility and access in the project area. CONSULTANT will identify opportunities to improve transportation to and within the site, which could include additional transit service (Caltrain and ECR corridor), safer roads and intersections and non-traditional approaches to improve mobility such as Mobility as a Service. ARUP will prepare a transportation section of the report, which will summarize policy context, existing conditions and identify issues and opportunities. This will point to potential transportation strategies that will be developed in later study phases.

### ***3.8 Interim work product***

- Transportation and parking summary memorandum

### **Task 3.9**

#### **Environmental Assessment**

As part of the existing conditions analysis related to natural and man-made hazards and hazardous materials (including the regional plume and affected groundwater), CONSULTANT's subconsultant DJP&A will prepare a Screening Level Phase I ESA for the area. Preparation of the Screening Level Phase I ESA includes the following:

- Acquiring database reports to help establish the presence and type of contamination incidents reported in the site vicinity.

- Reviewing on-line databases (GeoTracker and Envirostor) and available documents for up to ten facilities. Based on these reviews, a figure will be prepared that will present the reported and more significant ground water contamination plumes within the site boundaries.
- Reviewing aerial photos to help develop a history of the previous site uses and adjacent area.
- Summarizing the anticipated site hydrogeology based on readily available public information.
- Completing a brief site visit from public right-of-way to observe existing conditions and note readily observable indications of past or present activities that may have or could cause significant site contamination.

### ***3.9 Interim work product***

- Screening Level Phase I ESA

Note: CONSULTANT shall identify on its invoices all work performed under this subtask 3.9 with the notation “CEQA review” (in addition to describing the substantive work performed), so that these work items will be invoiced towards the \$138,000 CEQA funding available for the project.

### **Task 3.10**

#### **Opportunities and Constraints**

CONSULTANT will compile all data from Tasks 3.1 through 3.9 into a consolidated background conditions memo, including a narrative on existing opportunities and constraints.

### ***3.10 Deliverable***

- Existing conditions memo with opportunities and constraints summary

## **Task 4**

### **Analysis of Options and Draft Plan Components**

#### **Task 4.1**

##### **Development of Alternatives**

Based on information gathered during Tasks 2 and 3, CONSULTANT will work closely with City staff, stakeholders and the community to develop two land use/urban design alternatives for the study area. Test fit alternatives will be studied for these selected sites, to understand development yields and market support among other factors. For the purposes of policy discussion, environmental assessment and downtown character, the alternatives will contrast different land use compositions and development densities. Each land use alternative will include a summary of the development potential, including a list of the analysis assumptions made. Draft land use alternatives will include information about:

- Land uses and densities
- Building massing and heights
- Street network and connectivity
- Public open space and community amenities
- Opportunities for multi-modal improvements and accessibility

## Parking supply and demand

Two and three dimension graphic outputs from the 3D model will be utilized to communicate the characteristics of the alternatives in an easy-to-understand format.

### ***4.1 Deliverable***

- 2 Draft land use/urban design alternatives with development summary table

## **Task 4.2**

### **Comparison of Alternatives**

The alternatives will be compared to each other with respect to the goals and framework established during Tasks 2 and 3 to help illustrate the differences between the alternative proposals. The comparison will include the relative merits of the development alternatives for additional housing opportunities, including the supply of affordable housing and an analysis of potential sources for additional employment opportunities and the workforce characteristics required for such employment. Other aspects to be compared will include density and land use, distribution and amount of open space, impacts on traffic/parking and vehicle trip generation, where there are differences between the two approaches.

CONSULTANT through its subconsultant ARUP will advise on two proposed street network and parking options for the project area. This will include the following: proposing initial circulation options that allow developing baseline parking projections based on different programs; proposing a suite of transportation improvements that reduce parking requirements and trip generation; advising on a street hierarchy for the site, and developing parking access recommendations. Based on alternative land use programs and street configurations, ARUP will analyze parking impacts and traffic for two land use/transportation improvement options. Parking demand will be calculated using a spreadsheet model, taking into account proposed driving reduction measures, feeding back into site parking design. The projected demand for each alternative will be compared with Palo Alto's current parking requirements and any available findings of its residential off-street parking study, and parking ratios appropriate for the site will be recommended.

### *Traffic Analysis*

To estimate traffic impacts ARUP will take both a traditional intersection impact approach and conduct a Vehicles Miles Travelled (VMT) analysis. For the former we will utilize a Traffix modeling software to determine impacts on no more than ten (10) key intersections in and around the project area based on alternative land use programs and proposed alternative transportation infrastructure and services, and using the results to determine what if any traffic infrastructure upgrades would be required for each option. This evaluation is to be distinguished from the anticipated project-level Traffic Impact Analysis (TIA), which is described in Task 6.1. This analysis will nonetheless establish background and cumulative conditions, using assumptions from the Comprehensive Plan and VMT's regional model, and evaluate the impact of each land use alternative on key intersection Level of Service (LOS). It will also serve as the basis for developing the project TIA.

### *Vehicle Miles Travelled Analysis*

ARUP will perform a VMT analysis consistent with State guidelines to compare the regional impact of the two alternatives. This is consistent with the approach taken in the Comprehensive Plan.

*Fiscal Impact Study*

CONSULTANT through its subconsultant Strategic Economics will estimate the fiscal impact of development in the Plan Area. The analysis will estimate the fiscal impact of potential future development scenarios compared to the baseline existing conditions on the City of Palo Alto's General Fund. The fiscal study will estimate the potential change in operating revenues and expenditures resulting from projected growth in residential, office/R&D and retail land uses. Strategic Economics will analyze the property tax, sales tax, and other major sources of General Fund revenues generated by the development in the Draft Plan, compared to the existing land uses. After conducting interviews with key City departments including Police, Fire, Public Works, Parks and Recreation, Strategic Economics will calculate the increase in General Fund expenditures for providing services to new residents and employees under each scenario. Based on the results of the fiscal assessment, Strategic Economics will determine whether the estimated public revenues would offset increases in the cost of public services to serve new development.

*Infrastructure*

CONSULTANT through its subconsultant BKF will compare water and wastewater demand calculations for the two alternatives. BKF will also provide an infrastructure cost estimate based on the preferred concept plan/program, including: proposed utilities, hardscape, roadway improvements and storm water treatment. BKF will provide this pricing as a supplement to the project cost estimator. The estimated cost will represent the level of information known at that time, and will be used as an indicator of overall costs, for use in the project evaluation/cost estimate by the CONSULTANT project team.

*Any Incompatibilities with Existing Policies*

CONSULTANT will prepare a commentary on the extent to which any aspect of the two alternatives deviate from current City policies and ordinances. Where appropriate, CONSULTANT will comment on the restrictions imposed by existing policies and offer suggestions for any changes necessary to facilitate the proposals.

*Evaluation charrette*

CONSULTANT will prepare the above referenced analyses in advance of, and for review and discussion, at an all-day 'evaluation charrette'. The first half of the day will include the City Staff and relevant members of the CONSULTANT design team to discuss with the Working Group on the relative merits of the two alternatives and will constitute one of the six contracted Working Group meetings. The second half of the day will include City Staff and relevant members of the CONSULTANT design team to discuss the findings of the morning session, review the CONSULTANT team analyses, and agree on methodology for selecting a preferred alternative for carrying forward to a Decision-Makers meeting. Depending on City staff and Working Group availability, the two half days may not be held on the same day. The preferred scheme could be one of the two alternatives or a hybrid of the most favorable aspects of the two (to the extent possible). Members of the CONSULTANT design team will summarize this charrette for the benefit of the meeting with the Decision-Makers Meeting #2.

**4.2 Deliverables**

- Comparative summary memo of the alternatives (Urban Design, Traffic, Economics, Infrastructure)

## **Task 5**

### **Draft Coordinated Area Plan**

#### **Task 5.1**

##### **Preferred Concept Plan and Program**

Based on comments from the Working Group, stakeholders, and direction from City staff and Decision-Makers, the CONSULTANT team will refine the preferred concept plan for the North Ventura Coordinated Area Plan. The preferred concept plan will serve as the basis for the preparation of Development Standards, Design Criteria and the Coordinated Area Plan Report.

##### ***5.1 Deliverable***

- Preferred concept plan and program

#### **Task 5.2**

##### **Draft Coordinated Area Plan Report**

The CONSULTANT team will work with City staff to confirm an agreed outline and Table of Contents for the Coordinated Area Plan and will then prepare a Draft Report for review by City staff and stakeholders. The Draft Report will incorporate the preferred plan, programs and guidelines prepared in the previous task. As necessary, the Coordinated Area Plan Report will include supporting plans, diagrams, sketches and pictures to convey, illustrate and exemplify Coordinated Area Plan content.

The proposed schedule allows for one review of the Administrative Draft Plan by City staff. One set of consolidated comments will be submitted by the City to the CONSULTANT team after review of the Administrative Draft Plan.

CONSULTANT will present the preferred plan to the Working Group, and Decision-Makers and will facilitate one community workshop to solicit community reaction to the development of the preferred plan.

The draft and final Coordinated Area Plan Report will include the following sections.

##### ***Land use***

The report will illustrate the distribution, location and intensity of land uses, including industrial, office, retail, entertainment, residential, community amenities, public open space and parking supply within the study area.

##### ***Transportation***

CONSULTANT through its subconsultant ARUP will further develop transportation infrastructure, services and programs for the preferred option, describing these using narratives, mapping and typical cross-sections and plans. ARUP will advise in the development of design guidelines for streets and other transportation infrastructure (e.g., bike/ped paths, transit stops).

##### ***Utilities and Infrastructure***

CONSULTANT through its subconsultant BKF will prepare utility demand forecasts for the Coordinated Area Plan, based on land uses supplied by CONSULTANT to determine if the

current infrastructure is able to accommodate the proposed land uses and infrastructure presented as part of the Coordinated Area Plan. BKF will also contact utility providers with required project utility demands to verify existing capacities or required changes to the utility infrastructure to meet the demand.

#### *Development Standards and Design Criteria*

The CONSULTANT team will prepare Development Standards and Design Criteria for the private and public realms. These standards and criteria will “implement” and reinforce the preferred plan, focusing on the desired character of the Coordinated Area Plan. Such a framework will focus on the character, function and needs of the district, in particular the linkages between activity nodes and the character and needs of the public realm, pedestrian paths and building heights and orientation that frame and structure the streets. The standards and criteria will speak to both the built form and lands and character of the study area. CONSULTANT will consider the changing urban fabric, land use, density, open space, connections to adjacent areas, neighborhood transitions, circulation, sustainability and streets. Architectural design requirements will address street design and hierarchy, building design including streetwall and setbacks, public and private open spaces, street furniture such as fences, arcades, sidewalk treatments etc. and concept design of parking areas. Specific building types, such as community centers, if included in the preferred plan, will also be addressed. The guidelines will provide direction to private and public entities making improvements in the area and will be folded in the final report.

#### **5.2 Deliverables**

- Draft Coordinated Area Plan Report
- Final Coordinated Area Plan Report

#### **Task 5.3**

##### **Financial Feasibility and Economic Analysis**

Working closely with the City CONSULTANT through its subconsultant Strategic Economics will build a pro forma model that measures the economic feasibility of building prototypes that exemplify the range of land uses and development products envisioned in the Draft Plan. The land uses will likely include R&D/office, mixed-use, and residential. The building prototype inputs (height, unit sizes, parking, etc.) will be developed in close coordination with CONSULTANT. The market inputs will be based on the market analysis in Task 3.6 and vetted with developers active in Palo Alto and neighboring cities. The analysis will be structured to provide information about the economic incentives and disincentives to build the types of development products that are desired in the Plan Area, and the potential for private development to help fund infrastructure improvements in the Plan Area.

In addition to the economic feasibility analysis, Strategic Economics will also provide a summary of the potential economic benefits of public infrastructure investments based on a review of existing literature and studies measuring the property value increases related to public realm and infrastructure improvements.

#### **5.3 Deliverables**

- Draft Financial Feasibility and Economic Analysis Memo
- Final Financial Feasibility and Economic Analysis Memo



**Task 5.4****Funding and Financing Implementation Strategy**

CONSULTANT through its subconsultant Strategic Economics will contribute to the implementation strategy for the North Ventura Comprehensive Area Plan, focusing on identifying the funding sources and financing tools available to implement the infrastructure improvements identified in the Draft Plan. The strategy will incorporate the findings of the financial feasibility analysis to establish whether private developers and property owners could potentially contribute to necessary improvements. Based on the analysis, Strategic Economics will provide recommendations on using property-based financing tools like community facilities districts (CFDs), tax increment financing (TIF), benefit assessment districts, and other similar mechanisms. Strategic Economics will also identify available state and regional grants to help fund infrastructure improvements in the Plan Area.

**5.4 Deliverables**

- Draft Funding and Financing Strategy Memo
- Final Funding and Financing Strategy Memo

**Task 6****Task 6.1**

As of the effective date of this Agreement, the City anticipates that an Addendum to the Comprehensive Plan Final Environmental Impact Report (2017) would be the appropriate level of environmental review for the North Ventura Coordinated Area Plan. CONSULTANT's subconsultant DJP&A will review the development assumptions and findings of the Comprehensive Plan Final Environmental Impact Report (2017) and assist as needed in preparing the existing conditions analysis. All this data will be compared to the Draft Plan for the North Ventura Coordinated Area Plan to determine the need for additional technical analyses and whether a different course of CEQA review may be appropriate. If it is deemed that an Addendum is the appropriate level of clearance, the subconsultant shall prepare the Addendum and all required documentation.

If potential issues are found that could require an Initial Study/Mitigated Negative Declaration (IS/MND) or Supplemental Environmental Impact Report (SEIR), meaning the proposed plan would result in new or more significant impacts than were identified in the Comprehensive Plan Final Environmental Impact Report (2017), DJP&A would notify the City immediately to determine next steps. Once a final determination is made on the level of environmental review required, DJP&A would prepare the necessary analysis based on new technical analyses (as warranted) and existing data.

DJP&A and ARUP will assist with the preparation of the background conditions analysis for the following resource areas as this data would most likely be required for the environmental review:

- Traffic, parking, transit, bicycle, and pedestrian facilities and demand
- Cultural and natural resources
- Natural and man-made hazards and hazardous materials, including the regional plume and affected groundwater

- Parks, community centers, schools and other public facilities and conditions

Consistent with the Comprehensive Plan, ARUP will provide for this amendment both a traditional the Level of Service (LOS) Traffic Impact Analysis (TIA) and a projection of project-generated VMT technical memorandum, utilizing the Synchro Analysis in task 4.2. This will be a multimodal approach, focusing not only on traffic but also transit, bicycle and pedestrian connectivity, convenience, and safety. Transportation impacts will be analyzed in accordance with the standards and methodologies found in VTA's Transportation Impact Analysis Guidelines. It is assumed that TIA trip threshold of 100 or more net new peak hour trips will be met. The following scenarios will be analyzed:

- Existing
- Existing plus Project
- Background
- Background plus Project
- Cumulative
- Cumulative plus Project

It is assumed that signal warrant analyses for up to two currently unsignalized intersections will be conducted.

The TIA may include the following optional tasks:

- Impact analysis of four freeway segments and eight freeway ramps
- Local street traffic volume impact analysis using the TIRE methodology for up to four residential street segments
- Bus transit service delay/quality of service analysis

These optional tasks will be considered outside of scope and billed at time and materials using ARUP rates in Exhibit \_\_.

DJP&A will review the proposed project in relation to the findings of the Screening Level Phase I ESA under Task 3.9, to determine potential impacts/mitigation measures.

DJP&A will prepare Technical Environmental Reports analyzing the draft Coordinated Area Plan for all topics as warranted (and if not covered by the Comprehensive Plan EIR). These may include, but not be limited to, CEQA issues such as transportation (LOS and VMT); air quality; noise; soils and groundwater (i.e., related to the existing plume and groundwater issues); and greenhouse gas emissions and at least one non-CEQA issue: parking.

Note: CONSULTANT shall identify on its invoices all work performed under Task 6 with the notation "CEQA review" (in addition to describing the substantive work performed), so that these work items will be invoiced towards the \$138,000 CEQA funding available for the project.

## **Task 7**

### **Hearings and Coordinated Area Plan Adoption**

#### **Task 7.1 Hearings**

Members of the CONSULTANT team will attend one hearing by the Planning and Transportation Commission and up to two hearings by the City Council to present the plan for adoption.

**Task 7.2**

**Adopted Plan**

CONSULTANT will prepare and submit the final Coordinated Area Plan in both an editable digital and a PDF format upon adoption by the City Council.

Note: For additional meetings that may be required CONSULTANT team assumes attendance by at least two personnel and preparation time on a time and material basis. The billing rates in Exhibit B will apply for the Time and Materials authorization upon approval by the City as an Additional Service.

**Task 8**

**Additional Services**

In addition to the meetings noted in Tasks 2 and 7, additional services that may be included under this contract include:

1. Additional Working Group Meetings (Task 2.1)
2. Additional Decision Maker and public Hearings, such as City Council Finance or Policy and Services Committees (Tasks 2.4 and 7.1)

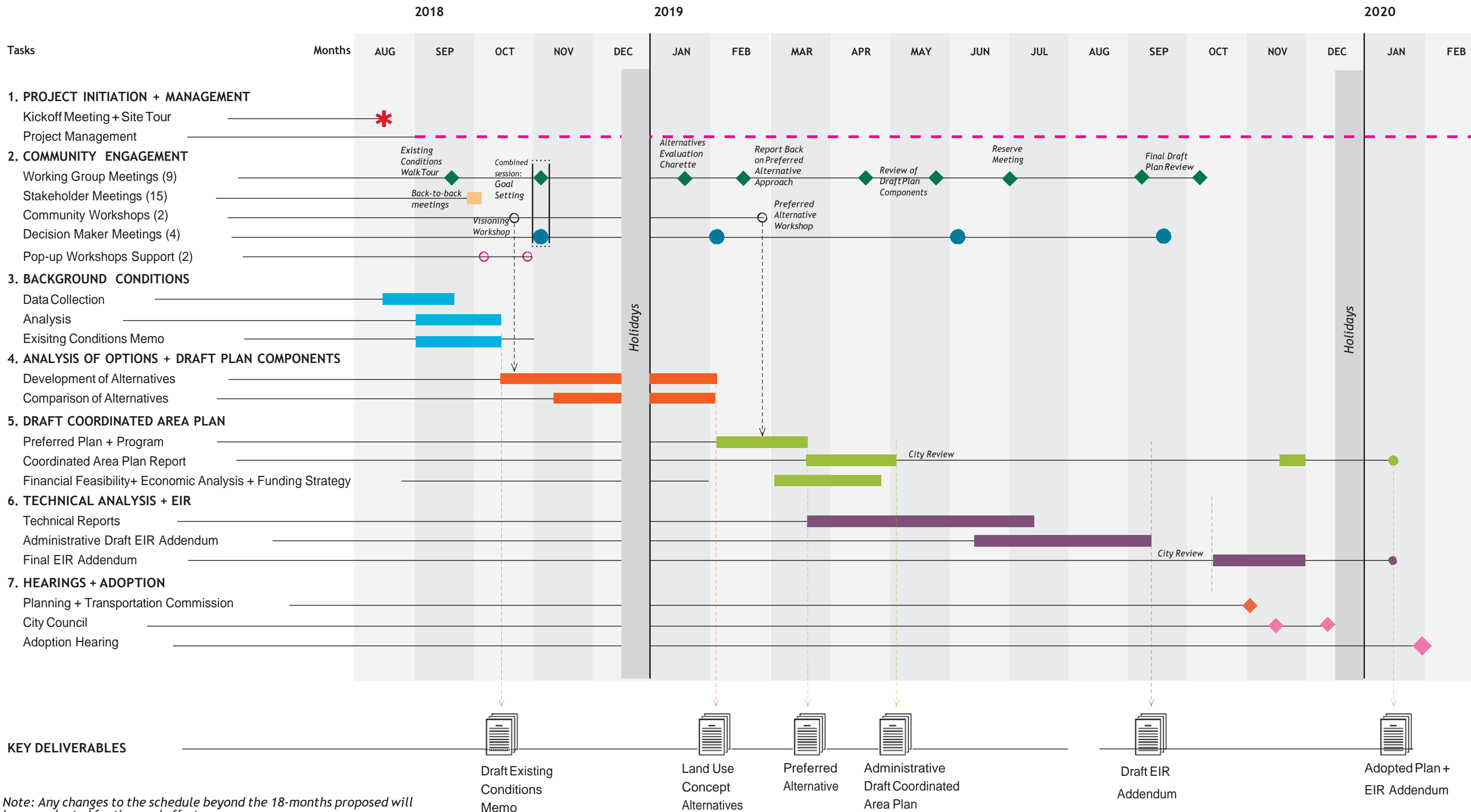
**EXHIBIT "B"**  
**SCHEDULE OF PERFORMANCE**

**CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement (See following Page, Attachment A).**

# NORTH VENTURA COORDINATED AREA PLAN







## ATTACHMENT "A"

PROPOSED SCHEDULE / June 12, 2018



**KEY DELIVERABLES**

Note: Any changes to the schedule beyond the 18-months proposed will be re-evaluated for time and effort.

-  Draft Existing Conditions Memo
-  Land Use Concept Alternatives
-  Preferred Alternative
-  Administrative Draft Coordinated Area Plan
-  Draft EIR Addendum
-  Adopted Plan + EIR Addendum

**EXHIBIT “C”  
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

<b>BUDGET SCHEDULE</b>	<b>NOT TO EXCEED AMOUNT</b>
Task 1 (Project Coordination and Management)	\$76,967.00
Task 2 (Community Engagement)	\$101,282.00
Task 3 (Background Conditions)	\$129,509.00
Task 4 (Analysis of options and draft plan components)	\$118,428.00
Task 5 (Draft Coordinated Area Plan)	\$154,638.00
Task 6 (Technical analyses and EIR)	\$87,177.00
Task 7 (Hearings and adoption)	\$29,652.00
 Sub-total Basic Services	 \$697,653.00
Reimbursable Expenses (other Direct Cost)	\$1,500.00
 Total Basic Services and Reimbursable expenses	 \$699,153.00

<b>Additional Services (Not to Exceed)</b>	<b>\$69,915.00</b>
<b>Maximum Total Compensation</b>	<b>\$769,068.00</b>

**REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

- A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto’s policy for reimbursement of travel and meal expenses for City of Palo Alto employees.
- B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$500.00 shall be approved in advance by the CITY’s project manager.

**ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

## EXHIBIT “C1” SCHEDULE OF RATES

Cost Proposal Form Palo Alto North Ventura Coordinated Area Plan 18-Jun-18 PERKINS+WILL TEAM	Perkins+Will						Total hours	Subtotal labor	Other Direct Costs	TOTAL
	Silwal Ass. Principal	Das PM	Hall Sr. Designer	Chambers UD3	Cleveland LA2					
	\$ 248.26	\$ 181.86	\$ 186.59	\$ 151.78	\$ 126.43					
Task 1: Project Coordination and Management										
Task 1.1 Project Management	8	100				108	\$20,172	\$100	\$20,272	
Task 1.1A Style Guide and Project Logo							\$0		\$0	
Task 1.2.1 Kick-off meeting	8	8	8	8	8	32	\$6,148	\$100	\$6,248	
Task 1.2.2 Progress meetings	24	96		24		144	\$27,060		\$27,060	
Task Total	40	204	8	32	0	284	\$53,380	\$200	\$53,580	
Task 2: Community Engagemant										
Task 2.1 Working group meetings	10		40	70		120	\$20,571	\$100	\$20,671	
Task 2.2 Stakeholder meetings			20	32		52	\$8,589		\$8,589	
Task 2.3A Community workshops			16	16	40	72	\$10,471	\$600	\$11,071	
Task 2.3B Pop-up workshops		4				4	\$727		\$727	
Task 2.4 Decision Maker meetings	8		40			48	\$9,450		\$9,450	
Task 2.6 Project website		4				4	\$727		\$727	
Task 2.7 Mailing list		4				4	\$727		\$727	
Task 2.8 Surveys (management/coordination only)		8		24		32	\$5,098		\$5,098	
Task Total	18	20	116	142	40	336	\$56,360	\$700	\$57,060	
Task 3: Background Conditions										
Task 3.1 Data collection and mapping	8		14	20	40	82	\$12,691	\$200	\$12,891	
Task 3.2 Policy context	6		16	24		46	\$8,118		\$8,118	
Task 3.3 Background conditions analysis	8		12	25	40	85	\$13,077		\$13,077	
Task 3.4 Base maps				16	40	56	\$7,486		\$7,486	
Task 3.5 Housing including affordable housing		1				1	\$182		\$182	
Task 3.6 Market Snapshot		1				1	\$182		\$182	
Task 3.7 Existing utilities analysis		1				1	\$182		\$182	
Task 3.8 Transportation and parking		2				2	\$364		\$364	
Task 3.9 Screening Level Phase 1 ESA		1				1	\$182		\$182	
Task 3.10 Opportunities and constraints	6	1	16	24	40	87	\$13,357	\$100	\$13,457	
Task Total	28	7	58	109	160	362	\$55,819	\$300	\$56,119	
Task 4: Analysis of options and draft plan components										
Task 4.1 Development of alternatives	16	4	32	80	120	252	\$37,984	\$100	\$38,084	
Task 4.2 Comparison of Alternatives	8	4	16	24	32	84	\$13,387		\$13,387	
Task Total	24	8	48	104	152	336	\$51,372	\$100	\$51,472	
Task 5: Draft Coordinated Area Plan										
Task 5.1 Preferred concept plan and program	8	4	16	80	120	228	\$33,013		\$33,013	
Task 5.2 Draft Coordinated area plan Report	16	8	32	160	160	242	\$55,912		\$55,912	
Task 5.3 Financial Feasibility and Economic Analysis		4				4	\$727		\$727	
Task 5.4 Funding and Financing Implementation Strategy		4				4	\$727		\$727	
Task Total	24	20	48	240	280	478	\$90,379	\$0	\$90,379	
Task 6: Technical analyses and EIR										
Task 6.1 Technical analyses and EIR addendum		20				20	\$3,637		\$3,637	
Task Total	0	20	0	0	0	20	\$3,637	\$0	\$3,637	
Task 7: Hearings and adoption										
Task 7.1 Hearings	4		24			28	\$5,471		\$5,471	
Task 7.2 Adopted plan + Final Report	4		8	42	40	94	\$13,918	\$200	\$14,118	
Task Total	8	0	32	42	40	122	\$19,389	\$200	\$19,589	
Subtotal All	142	279	310	669	672		\$330,337	\$1,500	\$331,837	



Cost Proposal Form Palo Alto North Ventura Coordinated Area Plan 18-Jun-18 PERKINS+WILL TEAM	Strategic Economics								
	Srivastava Principal \$ 192.00	Braun Sr Associate \$ 121.00	St-Louis Associate \$ 94.00	Reifsnryde Analyst \$ 89.00		Total hours	Subtotal labor	Other Direct Costs	TOTAL
Task 1: Project Coordination and Management									
Task 1.1 Project Management									
Task 1.1A Style Guide and Project Logo									
Task 1.2.1 Kick-off meeting	4	4				8	\$1,252		\$1,252
Task 1.2.2 Progress meetings									
Task Total	4	4	0	0	0	8	\$1,252		\$1,252
Task 2: Community Engagemant									
Task 2.1 Working group meetings	4	6				10	\$1,494		\$1,494
Task 2.2 Stakeholder meetings	2	2					\$626		\$626
Task 2.3A Community workshops		6				6	\$726		\$726
Task 2.3B Pop-up workshops							\$0		\$0
Task 2.4 Decision Maker meetings	6					6	\$1,152		\$1,152
Task 2.6 Project website							\$0		\$0
Task 2.7 Mailing list							\$0		\$0
Task 2.8 Surveys (management/coordination only)							\$0		\$0
Task Total	12	14	0	0	0	22	\$3,998		\$3,998
Task 3: Background Conditions									
Task 3.1 Data collection and mapping									
Task 3.2 Policy context									
Task 3.3 Background conditions analysis									
Task 3.4 Base maps									
Task 3.5 Housing including affordable housing	4	8	16	8		36	\$3,952		\$3,952
Task 3.6 Market Snapshot	10	56	90	30		186	\$19,826		\$19,826
Task 3.7 Existing utilities analysis									
Task 3.8 Transportation and parking									
Task 3.9 Screening Level Phase 1 ESA									
Task 3.10 Opportunities and constraints									
Task Total	14	64	106	38	0	222	\$23,778		\$23,778
Task 4: Analysis of options and draft plan components									
Task 4.1 Development of alternatives									
Task 4.2 Comparison of Alternatives	10	50	60	24		144	\$15,746		\$15,746
Task Total	10	50	60	24	0	144	\$15,746		\$15,746
Task 5: Draft Coordinated Area Plan									
Task 5.1 Preferred concept plan and program									
Task 5.2 Draft Coordinated area plan Report									
Task 5.3 Financial Feasibility and Economic Analysis	28	52	100	15		195	\$22,403		\$22,403
Task 5.4 Funding and Financing Implementation Strategy	12	30	50			92	\$10,634		\$10,634
Task Total	40	82	150	15	0	287	\$33,037		\$33,037
Task 6: Technical analyses and EIR									
Task 6.1 Technical analyses and EIR addendum									
Task Total	0	0	0	0	0	0	\$0		\$0
Task 7: Hearings and adoption									
Task 7.1 Hearings									
Task 7.2 Adopted plan + Final Report									
Task Total	0	0	0	0	0	0	\$0		\$0
Subtotal All							\$77,811	\$1,500	\$79,311

Cost Proposal Form Palo Alto North Ventura Coordinated Area Plan 18-Jun-18 PERKINS+WILL TEAM	BKF								
	\$ North VP	\$ Stanley PM	\$ Engineer 3	\$ Engineer 2	\$ Engineer 1	Total hours	Subtotal labor	Other Direct Costs	TOTAL
	212.00	197.00	168.00	148.00	129.00				
Task 1: Project Coordination and Management									
Task 1.1 Project Management						0	\$0		\$0
Task 1.1A Style Guide and Project Logo									
Task 1.2.1 Kick-off meeting	3					3	\$636	\$100	\$736
Task 1.2.2 Progress meetings						0	\$0		
Task Total	3	0	0	0	0	3	\$636	\$100	\$736
Task 2: Community Engagemant Task 2.1							\$0		\$0
Task 2.2 Stakeholder meetings						0	\$0		\$0
Task 2.3A Community workshops						0	\$0		\$0
Task 2.3B Pop-up workshops									
Task 2.4 Decision Maker meetings						0	\$0		\$0
Task 2.6 Project website						0	\$0		\$0
Task 2.7 Mailing list						0	\$0		\$0
Task 2.8 Surveys (management/coordination only)									
Task Total	0	0	0	0	0	0	\$0	\$0	\$0
Task 3: Background Conditions							\$0		\$0
Task 3.1 Data collection and mapping						0	\$0		\$0
Task 3.2 Policy context						0	\$0		\$0
Task 3. Background conditions analysis						0	\$0		\$0
Task 3.4 Base maps	2	4	6	12	8	32	\$5,028	\$211	\$5,239
Task 3.5 Housing including affordable housing						0	\$0		\$0
Task 3.6 Market Snapshot						0	\$0		\$0
Task 3.7 Existing utilities analysis	1	2	6	8	12	29	\$4,346		\$4,346
Task 3.8 Transportation and parking						0	\$0		\$0
Task 3.9 Screening Level Phase 1 ESA									\$0
Task 3.10 Opportunities and constraints	1	2	8	6	9	26	\$3,999	\$200	\$4,199
Task Total	4	8	20	26	29	87	\$13,373	\$411	\$13,784
Task 4: Analysis of options and draft plan components							\$0		\$0
Task 4.1 Development of alternatives						0	\$0		\$0
Task 4.2 Comparison of Alternatives	2	4	8	12	10	36	\$5,622		\$5,622
Task Total	2	4	8		10	36	\$5,622	\$0	\$5,622
Task 5: Draft Coordinated Area Plan							\$0		\$0
Task 5.1 Preferred concept plan and program						0	\$0		\$0
Task 5.2 Draft Coordinated area plan Report	4	8	6	8	20	46	\$7,196	\$300	\$7,496
Task 5.3 Financial Feasibility and Economic Analysis	1	2	6	8	12	29	\$4,346		\$4,346
Task 5.4 Funding and Financing Implementation Strategy						0	\$0		\$0
Task Total	5	10	12	16	32	75	\$11,542	\$300	\$11,842
Task 6: Technical analyses and EIR							\$0		\$0
Task 6.1 Technical analyses and EIR addendum						0	\$0		\$0
Task Total	0	0	0		0	0	\$0	\$0	\$0
Task 7: Hearings and adoption							\$0		\$0
Task 7.1 Hearings						0	\$0		\$0
Task 7.2 Adopted plan + Final Report						0	\$0		\$0
Task Total	0	0	0		0	0	\$0	\$0	\$0
Subtotal All							\$31,173	\$811	\$31,984

Cost Proposal Form Palo Alto North Ventura Coordinated Area Plan 18- Jun-18 PERKINS+WILL TEAM	ARUP							
	Chazan Principal	Hrones PM	Yamasaki Planner	Walker Engineer	Total hours	Subtotal labor	Other Direct Costs	TOTAL
Task 1: Project Coordination and Management								
Task 1.1 Project Management	1	30			31	\$6,078		\$6,078
Task 1.1A Style Guide and Project Logo								
Task 1.2.1 Kick-off meeting		8			8	\$1,536		\$1,536
Task 1.2.2 Progress meetings					0	\$0		\$0
Task Total	1	38	0	0	39	\$7,614	\$0	\$7,614
Task 2: Community Engagemant Task					0			\$0
2.1 Working group meetings		40			40	\$7,680		\$7,680
Task 2.2 Stakeholder meetings		9			9	\$1,728		\$1,728
Task 2.3A Community workshops		8	12		20	\$3,096		\$3,096
Task 2.3B Pop-up workshops								
Task 2.4 Decision Maker meetings					0	\$0		\$0
Task 2.6 Project website					0	\$0		\$0
Task 2.7 Mailing list					0	\$0		\$0
Task 2.8 Surveys (management/coordination only)								
Task Total	0	57	12	0	69	\$12,504	\$0	\$12,504
Task 3: Background Conditions					0			\$0
Task 3.1 Data collection and mapping		4	20		24	\$3,368		\$3,368
Task 3.2 Policy context		2	4		12	\$904		\$904
Task 3.3 Background conditions analysis		8	20		28	\$4,136		\$4,136
Task 3.4 Base maps					0	\$0		\$0
Task 3.5 Housing including affordable housing					0	\$0		\$0
Task 3.6 Market Snapshot					0	\$0		\$0
Task 3.7 Existing utilities analysis					0	\$0		\$0
Task 3.8 Transportation and parking		4	20		24	\$3,368	\$5,500	\$8,868
Task 3.9 Screening Level Phase 1 ESA								
Task 3.10 Opportunities and constraints		16	16		32	\$5,152		\$5,152
Task Total	0	34	80	0	120	\$16,928	\$5,500	\$22,428
Task 4: Analysis of options and draft plan components					0			\$0
Task 4.1 Development of alternatives	2	12	40		54	\$8,140		\$8,140
Task 4.2 Comparison of Alternatives	2	36	50	180	268	\$37,448		\$37,448
Task Total	4	48	90	180	322	\$45,588	\$0	\$45,588
Task 5: Draft Coordinated Area Plan					0			\$0
Task 5.1 Preferred concept plan and program					0	\$0		\$0
Task 5.2 Draft Coordinated area plan Report		40	70	20	130	\$19,380		\$19,380
Task 5.3 Financial Feasibility and Economic Analysis								
Task 5.4 Funding and Financing Implementation Strategy					0	\$0		\$0
Task Total	0	40	70	20	130	\$19,380	\$0	\$19,380
Task 6: Technical analyses and EIR					0			\$0
Task 6.1 Technical analyses and EIR addendum		20		120	140	\$19,440		\$19,440
Task Total	0	20	0	120	140	\$19,440	\$0	\$19,440
Task 7: Hearings and adoption					0			\$0
Task 7.1 Hearings						\$0		\$0
Task 7.2 Adopted plan + Final Report		6	24	24	54	\$7,392		\$7,392
Task Total	0	6	24	24	54	\$7,392	\$0	\$7,392
					0	\$0		\$0
Subtotal All						\$128,846	\$5,500	\$134,346

Cost Proposal Form Palo Alto North Ventura Coordinated Area Plan 18-Jun-18 PERKINS+WILL TEAM	Plan 2 Place						
	Javid Principal	Chambers Outreach	Syka Design	Total hours	Subtotal labor	Other Direct Costs	TOTAL
Task 1: Project Coordination and Management	\$ 180.00	\$ 120.00	\$ 80.00				
Task 1.1 Project Management	12	4	4	20	\$2,960	\$50	\$3,010
Task 1.1A Style Guide and Project Logo	8		52		\$5,600	\$235	\$5,835
Task 1.2.1 Kick-off meeting	8			8	\$1,440	\$50	\$1,490
Task 1.2.2 Progress meetings				0	\$0		
Task Total	28	4	56	28	\$10,000	\$335	\$10,335
Task 2: Community Engagemant							
Task 2.1 Working group meetings	24			24	\$4,320	\$200	\$4,520
Task 2.2 Stakeholder meetings				0	\$0		
Task 2.3A Community workshops	24			24	\$4,320	\$200	\$4,520
Task 2.3B Pop-up workshops				0	\$0		\$0
Task 2.4 Decision Maker meetings				0	\$0		\$0
Task 2.6 Project website	16	4	102	122	\$11,520	\$200	\$11,720
Task 2.7 Mailing list	8	4	24	36	\$3,840	\$200	\$4,040
Task 2.8 Surveys (management/coordination only)	8		16	24	\$2,720	\$200	\$2,920
Task Total	80	8	142	230	\$26,720	\$1,000	\$27,720
Task 3: Background Conditions							
Task 3.1 Data collection and mapping				0	\$0		\$0
Task 3.2 Policy context				0	\$0		\$0
Task 3. Background conditions analysis				0	\$0		\$0
Task 3.4 Base maps				0	\$0		\$0
Task 3.5 Housing including affordable housing				0	\$0		\$0
Task 3.6 Market Snapshot				0	\$0		\$0
Task 3.7 Existing utilities analysis				0	\$0		\$0
Task 3.8 Transportation and parking				0	\$0		\$0
Task 3.9 Screening Level Phase 1 ESA				0	\$0		\$0
Task 3.10 Opportunities and constraints				0	\$0		\$0
Task Total	0	0	0	0	\$0	\$0	\$0
Task 4: Analysis of options and draft plan components							
Task 4.1 Development of alternatives				0	\$0		\$0
Task 4.2 Comparison of Alternatives				0	\$0		\$0
Task Total	0	0	0	0	\$0	\$0	\$0
Task 5: Draft Coordinated Area Plan							
Task 5.1 Preferred concept plan and program				0	\$0		\$0
Task 5.2 Draft Coordinated area plan Report				0	\$0		\$0
Task 5.3 Financial Feasibility and Economic Analysis				0	\$0		\$0
Task 5.4 Funding and Financing Implementation Strategy				0	\$0		\$0
Task Total	0	0	0	0	\$0	\$0	\$0
Task 6: Technical analyses and EIR							
Task 6.1 Technical analyses and EIR addendum				0	\$0		\$0
Task Total	0	0	0	0	\$0	\$0	\$0
Task 7: Hearings and adoption							
Task 7.1 Hearings				0	\$0		\$0
Task 7.2 Adopted plan + Final Report				0	\$0		\$0
Task Total	0	0	0	0	\$0	\$0	\$0
Subtotal All					\$36,720	\$1,335	\$38,055

Cost Proposal Form Palo Alto North Ventura Coordinated Area Plan 18-Jun-18 PERKINS+WILL TEAM	David J Powers and Associates						TEAM TOTAL
	George Principal \$ 250.00	Lisenbee \$ 195.00	Total hours	Subtotal labor	Other Direct Costs	TOTAL	
Task 1: Project Coordination and Management							
Task 1.1 Project Management	2	6	8	\$1,670		\$1,670	\$31,030
Task 1.1A Style Guide and Project Logo							\$5,835
Task 1.2.1 Kick-off meeting	4	4	8	\$1,780		\$1,780	\$13,042
Task 1.2.2 Progress meetings							\$27,060
Task Total	6	10	16	\$3,450		\$3,450	\$76,967
Task 2: Community Engagemant							\$0
Task 2.1 Working group meetings							\$34,365
Task 2.2 Stakeholder meetings							\$10,943
Task 2.3A Community workshops							\$19,413
Task 2.3B Pop-up workshops							\$727
Task 2.4 Decision Maker meetings							\$10,602
Task 2.6 Project website							\$12,447
Task 2.7 Mailing list							\$4,767
Task 2.8 Surveys (management/coordination only)							\$8,018
Task Total	0	0	0	\$0	\$0	\$0	\$101,282
Task 3: Background Conditions							\$0
Task 3.1 Data collection and mapping		8	8	\$1,560		\$1,560	\$17,819
Task 3.2 Policy context							\$9,022
Task 3. Background conditions analysis	6	12	18	\$3,840		\$3,840	\$21,053
Task 3.4 Base maps							\$12,725
Task 3.5 Housing including affordable housing							\$4,134
Task 3.6 Market Snapshot							\$20,008
Task 3.7 Existing utilities analysis							\$4,528
Task 3.8 Transportation and parking							\$9,232
Task 3.9 Screening Level Phase 1 ESA					\$8,000	\$8,000	\$8,182
Task 3.10 Opportunities and constraints							\$22,808
Task Total	6	20	26	\$5,400	\$8,000	\$13,400	\$129,509
Task 4: Analysis of options and draft plan components							\$0
Task 4.1 Development of alternatives							\$46,224
Task 4.2 Comparison of Alternatives							\$72,203
Task Total	0	0	0	\$0	\$0	\$0	\$118,428
Task 5: Draft Coordinated Area Plan							\$0
Task 5.1 Preferred concept plan and program							\$33,013
Task 5.2 Draft Coordinated area plan Report							\$82,788
Task 5.3 Financial Feasibility and Economic Analysis							\$27,476
Task 5.4 Funding and Financing Implementation Strategy							\$11,361
Task Total	0	0	0	\$0	\$0	\$0	\$154,638
Task 6: Technical analyses and EIR							\$0
Task 6.1 Technical analyses and EIR addendum	30	100	130	\$27,000	\$37,100	\$64,100	\$87,177
Task Total	30	100	130	\$27,000	\$37,100	\$64,100	\$87,177
Task 7: Hearings and adoption							\$0
Task 7.1 Hearings	6	6	12	\$2,670		\$2,670	\$8,141
Task 7.2 Adopted plan + Final Report							\$21,510
Task Total	6	6	12	\$2,670	\$0	\$2,670	\$29,651
							\$0
Subtotal All				\$38,520	\$45,100	\$83,620	\$699,153

Additional Service	\$69,915
Total Not To Exceed Amount	\$769,068

NOTE #1 All expenses related to in-house printing of materials are estimated as 'OTHER DIRECT COSTS' and are billed at 100% without mark-up

NOTE #2 David J Powers and Associates 'OTHER DIRECT COSTS' for Task 3.9 and 6.1 included specialist technical sub-consultants

NOTE #3 ARUP 'OTHER DIRECT COSTS' for Optional Task 3.8 included traffic count sub-consultant

NOTE #4 See separate matrix for P+W labor rates and breakdown of overhead elements

NOTE #5 All funding related to environmental/CEQA related tasks (Task 3.9 and all tasks under Task 6) will be charged towards \$138,000 in funding for environmental review

## INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	PER CLAIM AND IN THE AGGREGATE \$1,000,000	
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, <b>NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. EXCEPT FOR PROFESSIONAL LIABILITY AND WORKERS' COMPENSATION COVERAGE, A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL:  
<https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

- A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

- B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
  
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:**

[HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569](https://www.planetbids.com/portal/portal.cfm?companyid=25569)

**OR**

[HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET\\_BIDS\\_HOW\\_TO.ASP](http://www.cityofpaloalto.org/gov/depts/asd/planet_bids_how_to.asp)