

EXHIBIT “A”

William D. Ross
Karin A. Briggs
David Schwarz

Kypros G. Hostetter
Of Counsel

Law Offices of
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Los Angeles Office:

P.O. Box 25532
Los Angeles, CA 90025

File No: 1/10

October 18, 2018

VIA ELECTRONIC MAIL

Elena.Lee@CityofPaloAlto.org
PlanDiv.Info@CityofPaloAlto.org

Ms. Elena Lee, Senior Planner
City of Palo Alto
250 Hamilton Avenue – Fifth Floor
Palo Alto, California 94301

Re: Request for Notice, North Ventura Coordinated Area Plan Working Group
Meetings

Dear Ms. Lee:

This office has been a business located at 400 Lambert Avenue within the City of Palo Alto (“City”) for over 25 years. The business is registered with the City. The enclosed reproduced Notice to the October 17, 2018 Meeting of the North Ventura Coordinated Area Plan (“Plan”) Working Group was received from a friend of an employee at Stanford.

As you are aware, Government Code Section 65033 requires that maximum efforts be utilized by local agency planning entities to facilitate full public participation in land use decisions. In addition to this office not receiving notice, at least two residents within the Plan area did not receive notice, as well as another long-standing business. Additionally, the meeting was *not* listed on the City Meeting website.

An initial notice to all properties within the Plan area, and within five hundred feet of the Plan boundaries would comply with the referenced State Legislation intent as well as the “Community Engagement” intent expressed in Plan documents.

Accordingly, timely written notice of all future proceedings associated with any aspect of the North Ventura Coordinated Area Plan Working Group and the Plan is

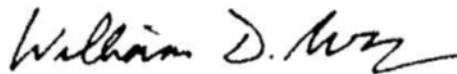
Elena Lee, Senior Planner
City of Palo Alto
October 18, 2018
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requested.

Also, please consider this a request under the Public Records Act (Government Code Section 6250 *et sec.*) for all documents and communication associated with the type and extent of notice given by the City in any way associated with the proposed Coordinated Area Plan.

Your timely review of this matter is requested.

Very truly yours,

A handwritten signature in black ink, appearing to read "William D. Ross", written in a cursive style.

William D. Ross

WDR:jf

cc: City Council

Enclosure

EXHIBIT “B”

**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 25th 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 4.62.030 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.

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

PERKINS + WILL

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

Principal

APPROVED AS TO FORM:

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), 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 Peninsula 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 A SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of 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 COMPANY, as long as all work is completed within the term of the Agreement (See following Page, Attachment A).

NORTH VENTURA COORDINATED AREA PLAN

AT "NT "A"

PROPOSED SCHEDULE / June 12, 2018

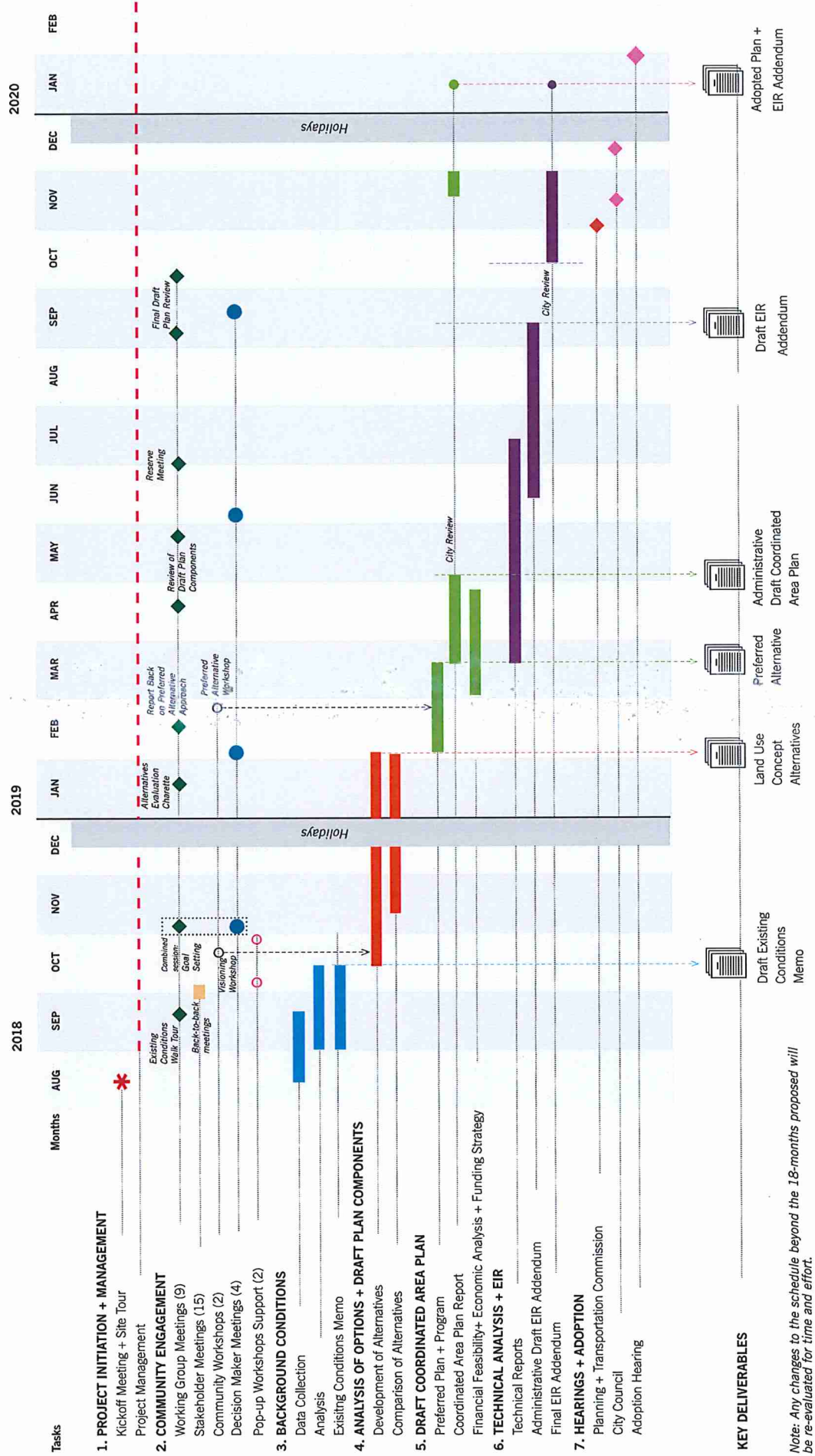


EXHIBIT "C"

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.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
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

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

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 COSTS

Cost Proposal Form Palo Alto North Ventura Coordinated Area Plan 18-Jun-18 PERKINS+WILL TEAM	Silwal Ass. Principal \$ 248.26	Das PM \$ 181.86	Hall Sr. Designer \$ 181.86	Perkins+Will			Total hours	Subtotal labor	Other Direct Costs	TOTAL
				Members ID 3	Cleveland LA2	\$ 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			32	\$6,148	\$100	\$6,248
Task 1.2.2 Progress meetings	24	96		24			144	\$27,060		\$27,060
Task Total	40	204		32	0		284	\$53,380	\$200	\$53,580
Task 2: Community Engagement										
Task 2.1 Working group meetings	10			70			120	\$20,571	\$100	\$20,671
Task 2.2 Stakeholder meetings				32			52	\$8,589		\$8,589
Task 2.3A Community workshops				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						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		142	40		336	\$56,360	\$700	\$57,060
Task 3: Background Conditions										
Task 3.1 Data collection and mapping	8			20	40		82	\$12,691	\$200	\$12,891
Task 3.2 Policy context	6			24			46	\$8,118		\$8,118
Task 3.3 Background conditions analysis	8			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		2					2	\$364		\$364
Task 3.8 Transportation and parking		1					1	\$182		\$182
Task 3.9 Screening Level Phase 1 ESA	6	1		24	40		87	\$13,357	\$100	\$13,457
Task 3.10 Opportunities and constraints	28	7		109	160		362	\$55,819	\$300	\$56,119
Task Total										
Task 4: Analysis of options and draft plan components										
Task 4.1 Development of alternatives	16	4		80	120		252	\$37,984	\$100	\$38,084
Task 4.2 Comparison of Alternatives	8	4		24	32		84	\$13,387		\$13,387
Task Total	24	8		104	152		336	\$51,372	\$100	\$51,472
Task 5: Draft Coordinated Area Plan										
Task 5.1 Preferred concept plan and program	8	4		80	120		228	\$33,013		\$33,013
Task 5.2 Draft Coordinated area plan Report	16	8		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		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		20	\$3,637	\$0	\$3,637
Task 7: Hearings and adoption										
Task 7.1 Hearings	4						28	\$5,471		\$5,471
Task 7.2 Adopted plan + Final Report	4			42	40		94	\$13,918	\$200	\$14,118
Task Total	8	0		42	40		122	\$19,389	\$200	\$19,589
Subtotal All	142	279		669	672			\$330,337	\$1,500	\$331,837

Cost Proposal Form				Strategic Economics					TOTAL
Palo Alto North Ventura Coordinated Area Plan 18-Jun-18 PERKINS+WILL TEAM				Srivastava Principal	Braun Sr Associate	St-Louis Associate	Leifsnryde Analyst	Subtotal/labor	
				\$ 192.00	\$ 121.00	\$	89.00		
Task 1: Project Coordination and Management									
Task 1.1 Project Management									
Task 1.1A Style Guide and Project Logo				4	4			\$1,252	\$1,252
Task 1.2.1 Kick-off meeting									
Task 1.2.2 Progress meetings				4	4		0	\$1,252	\$1,252
Task Total									
Task 2: Community Engagement									
Task 2.1 Working group meetings				4	6			\$1,494	\$1,494
Task 2.2 Stakeholder meetings				2	2			\$626	\$626
Task 2.3A Community workshops					6			\$726	\$726
Task 2.3B Pop-up workshops								\$0	
Task 2.4 Decision Maker meetings				6				\$1,152	\$1,152
Task 2.6 Project website								\$0	
Task 2.7 Mailing list								\$0	
Task 2.8 Surveys (management/coordination only)								\$0	
Task Total				12	14		0	\$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		8	\$3,952	\$3,952
Task 3.6 Market Snapshot				10	56		30	\$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		38	\$23,778	\$23,778
Task 4: Analysis of options and draft plan components									
Task 4.1 Development of alternatives				10	50		24	\$15,746	\$15,746
Task 4.2 Comparison of Alternatives				10	50		24	\$15,746	\$15,746
Task Total									
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		15	\$22,403	\$22,403
Task 5.4 Funding and Financing Implementation Strategy				12	30			\$10,634	\$10,634
Task Total				40	82		15	\$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
Task 7: Hearings and adoption									
Task 7.1 Hearings									
Task 7.2 Adopted plan + Final Report				0	0		0	\$0	\$0
Task Total									
Subtotal/All								\$77,811	\$79,311

Cost Proposal Form Palo Alto North Ventura Coordinated Area Plan 18-Jun-18 PERKINS+WILL TEAM	BKF									
	\$	North VP 212.00	Stanley PM 197.00	\$ Engineer 2 129.00	Engineer 2 148.00	\$ Engineer 1 129.00	Total hours	Subtotal labor	Other Direct Costs	TOTAL
Task 1: Project Coordination and Management							0	\$0		\$0
Task 1.1 Project Management										
Task 1.1A Style Guide and Project Logo		3					3	\$636	\$100	\$736
Task 1.2.1 Kick-off meeting							0	\$0		
Task 1.2.2 Progress meetings							3	\$636	\$100	\$736
Task Total		3	0			0				
Task 2: Community Engagement Task 2.1							0	\$0		\$0
Task 2.2 Stakeholder meetings							0	\$0		\$0
Task 2.3A Community workshops							0	\$0		\$0
Task 2.3B Pop-up workshops							0	\$0		\$0
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)		0	0			0	0	\$0	\$0	\$0
Task Total										
Task 3: Background Conditions							0	\$0		\$0
Task 3.1 Data collection and mapping							0	\$0		\$0
Task 3.2 Policy context							0	\$0		\$0
Task 3.3 Background conditions analysis							0	\$0		\$0
Task 3.4 Base maps		2	4		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		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	\$0		\$0
Task 3.10 Opportunities and constraints		1	2		6	9	26	\$3,999	\$200	\$4,199
Task Total		4	8		26	29	87	\$13,373	\$411	\$13,784
Task 4: Analysis of options and draft plan components							0	\$0		\$0
Task 4.1 Development of alternatives							0	\$0		\$0
Task 4.2 Comparison of Alternatives		2	4		12	10	36	\$5,622		\$5,622
Task Total		2	4			10	36	\$5,622	\$0	\$5,622
Task 5: Draft Coordinated Area Plan							0	\$0		\$0
Task 5.1 Preferred concept plan and program							0	\$0		\$0
Task 5.2 Draft Coordinated area plan Report		4	8		8	20	46	\$7,196	\$300	\$7,496
Task 5.3 Financial Feasibility and Economic Analysis		1	2		8	12	29	\$4,346		\$4,346
Task 5.4 Funding and Financing Implementation Strategy							0	\$0		\$0
Task Total		5	10		16	32	75	\$11,542	\$300	\$11,842
Task 6: Technical analyses and EIR							0	\$0		\$0
Task 6.1 Technical analyses and EIR addendum							0	\$0		\$0
Task 7: Hearings and adoption							0	\$0		\$0
Task 7.1 Hearings							0	\$0		\$0
Task 7.2 Adopted plan + Final Report		0	0			0	0	\$0	\$0	\$0
Task Total							0	\$0		\$0
Subtotal All								\$31,173	\$811	\$31,984

Cost Proposal Form				ARUP			
Palo Alto North Ventura Coordinated Area Plan 18- Jun-18 PERKINS+WILL TEAM				Chazan Principal \$ 318.00	Hrones PM \$ 192.00	Walker Engineer \$ 130.00	TOTAL
Task 1.1: Project Coordination and Management	1	30					\$6,078
Task 1.1.1 Project Management							
Task 1.1A Style Guide and Project Logo		8					\$1,536
Task 1.2.1 Kick-off meeting							\$0
Task 1.2.2 Progress meetings	1	38					\$7,614
Task Total							\$0
Task 2: Community Engagement Task							\$0
2.1 Working group meetings		40					\$7,680
Task 2.2 Stakeholder meetings		9					\$1,728
Task 2.3A Community workshops		8					\$3,096
Task 2.3B Pop-up workshops							
Task 2.4 Decision Maker meetings							\$0
Task 2.6 Project website							\$0
Task 2.7 Mailing list							\$0
Task 2.8 Surveys (management/coordination only)							
Task Total	0	57					\$12,504
Task 3: Background Conditions							\$0
Task 3.1 Data collection and mapping		4					\$3,368
Task 3.2 Policy context		2					\$904
Task 3.3 Background conditions analysis		8					\$4,136
Task 3.4 Base maps							\$0
Task 3.5 Housing including affordable housing							\$0
Task 3.6 Market Snapshot							\$0
Task 3.7 Existing utilities analysis							\$0
Task 3.8 Transportation and parking		4					\$3,368
Task 3.9 Screening Level Phase 1 ESA							\$5,500
Task 3.10 Opportunities and constraints		16					\$5,152
Task Total	0	34					\$16,928
Task 4: Analysis of options and draft plan components							\$0
Task 4.1 Development of alternatives	2	12					\$8,140
Task 4.2 Comparison of Alternatives	2	36					\$37,448
Task Total	4	48					\$45,588
Task 5: Draft Coordinated Area Plan							\$0
Task 5.1 Preferred concept plan and program							\$0
Task 5.2 Draft Coordinated area plan Report		40					\$19,380
Task 5.3 Financial Feasibility and Economic Analysis							
Task 5.4 Funding and Financing Implementation Strategy							\$0
Task Total	0	40					\$19,380
Task 6: Technical analyses and EIR							\$0
Task 6.1 Technical analyses and EIR addendum		20					\$19,440
Task Total	0	20					\$19,440
Task 7: Hearings and adoption							\$0
Task 7.1 Hearings							\$0
Task 7.2 Adopted plan + Final Report		6					\$7,392
Task Total	0	6					\$7,392
Subtotal All							\$134,346

Cost Proposal Form				Plan 2 Place			
Palo Alto North Ventura Coordinated Area Plan				Syka			
18-Jun-18				Design			
PERKINS+WILL TEAM				80.00			
Javid Principal	Chamberlain Outreach	Total hours		Subtotal labor		Other Direct Costs	TOTAL
\$ 180.00	\$ 180.00						
Task 1: Project Coordination and Management							
Task 1.1 Project Management	12		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		56		\$10,000	\$335	\$10,335
Task 2: Community Engagement							
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		
Task 2.4 Decision Maker meetings			0		\$0		
Task 2.6 Project website	16		102		\$11,520	\$200	\$11,720
Task 2.7 Mailing list	8		24		\$3,840	\$200	\$4,040
Task 2.8 Surveys (management/coordination only)	8		16		\$2,720	\$200	\$2,920
Task Total	80		142		\$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 3.3 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
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
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
Task 6: Technical analyses and EIR							
Task 6.1 Technical analyses and EIR addendum			0		\$0		\$0
Task Total	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	\$0
Task Total	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 \$	User	Total hours	Subtotal labor Other Direct Costs	TOTAL
Task 1: Project Coordination and Management					
Task 1.1 Project Management	2		8	\$1,670	\$1,670
Task 1.1A Style Guide and Project Logo					
Task 1.2.1 Kick-off meeting	4		8	\$1,780	\$1,780
Task 1.2.2 Progress meetings					
Task Total	6		16	\$3,450	\$3,450
Task 2: Community Engagement					\$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	\$101,282
Task 3: Background Conditions					\$0
Task 3.1 Data collection and mapping			8	\$1,560	\$1,560
Task 3.2 Policy context					\$9,022
Task 3.3 Background conditions analysis	6		18	\$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	\$8,182
Task 3.10 Opportunities and constraints					\$22,808
Task Total	6		26	\$5,400	\$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	\$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	\$154,638
Task 6: Technical analyses and EIR					\$0
Task 6.1 Technical analyses and EIR addendum	30		130	\$27,000	\$87,177
Task Total	30		130	\$27,000	\$87,177
Task 7: Hearings and adoption					\$0
Task 7.1 Hearings	6		12	\$2,670	\$8,141
Task 7.2 Adopted plan + Final Report	6		12	\$2,670	\$21,510
Task Total	6		12	\$2,670	\$29,651
Subtotal All				\$45,100	\$699,153

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Of Counsel

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Los Angeles, CA 90025

File No: 1/10

November 15, 2018

VIA ELECTRONIC MAIL

Elena.Lee@CityofPaloAlto.org
PlanDiv.Info@CityofPaloAlto.org

Ms. Elena Lee, Senior Planner
City of Palo Alto
250 Hamilton Avenue – Fifth Floor
Palo Alto, California 94301

Re: North Ventura Coordinated Area Plan; Lack of Working Group Meeting No.
2 Notice; Environmental Review

Dear Ms. Lee:

This office has been located at 400 Lambert Avenue within the City of Palo Alto (“City”) for over 25 years. The business is registered with the City. We *only* received email notice of today’s City of Palo Alto (“City”) North Ventura Coordinated Area Plan Working Group (“Working Group”) Meeting concerning the North Ventura Coordinated Area Plan (“Plan”) Working Group at 11:33 a.m. this morning.

As you are aware, Government Code Section 65033 requires that the City’s maximum efforts to facilitate full public participation in land use decisions. Notwithstanding this continued lack of timely notice, the following procedural and substantive comments are submitted concerning the prospective Plan.

I. NOTICE/COMMUNICATIONS TO THE WORKING GROUP

This office previously communicated by letter dated, October 18, 2018, a copy of which is enclosed as Exhibit “A,” indicating that there had been a lack of adequate notice concerning both a distribution of the North Ventura Coordinated Area Plan documents, *and* Agenda’s for the Working Group. The communication was also a public records

request for all noticing efforts on the Plan. The City responded with records detailing soliciting applications for the Working Group that were *not* notices to individual property owners or residents. The City Staff also subsequently formulated a mailing address listing which includes this office.

The lack of timely notice continues. Although there has been a mailing to business addresses within the Plan Area and adjacent to it, this office has not received any notice of either the Working Group Meeting or an Agenda concerning the Working Group meeting with the exception of this morning's email. Nor were there emails to contact Working Group Members.

As was indicated in the balance of this communication, timely notice is essential to not only fulfilling the declared legislative policy of the State (Government Code Section 65033) to facilitate full public involvement but also to ensure that residents and property owners have notice in *adequate time* to participate in any public meeting or comment for those public meetings in a substantive manner dealing with land use and environmental concerns.

II. ENVIRONMENTAL ASSESSMENT OF THE PLAN SHOULD NOT REQUIRE AN ADDENDUM TO THE COMPREHENSIVE PLAN FEIR

A. Planned CEQA Basis for Plan Assessment

Please find enclosed the Consultant Contract for the Plan, exhibit "B". Included in that Scope of Work is Task 2.5 "Project Website" which contemplates setting up a project website. To date, there has been no indication of what that Project website would be. The project website has been accessed through other documents. A central purpose to determining compliance with the California Environmental Quality Act ("Public Resources Code Section 21000 *et seq.* ("CEQA")) is public participation in the environmental review of *any* project. See, Public Resources Code Sections 21002.1(e), 21003.1(c), 21005(a) and 21006. It is clear as a subsidiary plan to the City Comprehensive Plan that the Plan is a project under CEQA and subject to review.

Scope of Work Task 6.9 indicates that an addendum to the Comprehensive Plan Final Environmental Impact Report ("FEIR")¹ (2017) would be the appropriate level of environmental review for the Plan. The standard for the preparation of an addendum to a previously reviewed project is set forth by CEQA Guidelines Section 15164. Specifically,

¹ The Comprehensive Plan FEIR was adopted and certified on November 13, 2017 by the City Council.

Section 15164(a) which provides:

- (a) The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

Here, many of the impacts associated with the Plan will deal with implementation provisions of the anticipated Plan **and** the 2030 Comprehensive Plan. However, when the Comprehensive Plan FEIR was adopted on November 13, 2017 it did *not* include review of the Comprehensive Plan Implementation Element, a required element of the Comprehensive Plan.

Accordingly, the use of an addendum for the Plan is inappropriate for this reason as well as those developed with further comments on the procedure for the eventual Plan adoption.

B. Groundwater and Soil Contamination

The Consultant Contract Scope of Work Task 3.9 entitled “Environmental Assessment” indicates that the consultant will prepare a screening level Phase I ESA for the Plan Area. This is a *surface* and records evaluation only. Any reasonable review of the geographic summary for (GeoTracker) (Regional Water Quality Control Board conditions and enforcement actions reveals that the Plan Area will be subject to the approaching contamination plum (the “Plume”) caused by the tenants of the Stanford University Park. There are also acknowledged individual pollution sites within the Plan Area. The reason for a Phase II ESA analysis, is that coring should be required in specific locations within the Plan Area to determine the exact status of both groundwater and soil contamination related.

A practicable reason for advancing this type of environmental analysis is properties affected by the Plume or presently identified contamination sources (unless remediated and closed) should *not* be subject to any mitigation and remediation requirements for development that would be authorized by the Plan on those properties for commercial or residential projects, including housing.

Stated plainly, this type of further environmental assessment also sets the basis for

Elena Lee, Senior Planner
City of Palo Alto
November 15, 2018
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the impropriety of the use of an Addendum for CEQA compliance for the eventual Plan adoption. Why should *any* prospective development for affordable housing have to assume the cost of groundwater or soil contamination remediation caused by a third-party?

C. Projects Not Previously Assessed in Compliance with CEQA

An additional reason why an Addendum is inappropriate is one of the referenced documents for the Working Group's consideration. For example, implementation of the Affordable Housing Overlay was not considered in the 2030 Comprehensive Plan FEIR.

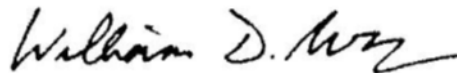
Likewise, the Public Facilities Zone Overlay which could be applicable in the Plan Area, was *not* assessed in the Comprehensive Plan FEIR and when adopted was only assessed for its applicability to the former VTA site at the intersection of El Camino Real and Page Mill was conducted with an indication that a further environmental review would have to be adopted for its applicability for other areas within the City.

III. CONCLUSION

In pursuing the formulation of the Plan, it is requested that the Working Group recommend that an Initial Study be done for the appropriate CEQA review for the eventual recommendation to the City Council, and that the Plan contain substantive goals and policies which clearly indicate that owners and or lessees that advance development applications are *not* responsible for either groundwater or soil contamination associated with the Research Park Plume and that there is a full individual environmental analysis on CEQA for any affordable housing project because of the very limited environmental review that was accomplished with the Affordable Housing Overlay.

Your timely review of this matter is requested.

Very truly yours,

A handwritten signature in black ink, appearing to read "William D. Ross", written in a cursive style.

William D. Ross

WDR:jf

Enclosures