

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Ascent Environmental, Inc.** a corporation with its principal place of business at **455 Capital Mall Suite 300 Sacramento CA 95814** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

MAIN STREET GATEWAY SPECIFIC PLAN UPDATE
(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Nine Hundred Thirty Thousand Seven Hundred Eight Dollars and Zero Cents (\$930,708.00)** This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in

the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **The date first written above to June 30, 2023**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

d. Consultant acknowledges that this Project has been commissioned as part of a grant by the Metropolitan Transportation Commission ("MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.* To the extent required by MTC, Consultant agrees to work with City to ensure compliance with any other applicable laws, codes and regulations that are required to be complied with per MTC's requirements.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein. Consultant acknowledges that this Project has been commissioned as part of a grant by MTC. To the extent additional insurance requirements are required by MTC, Consultant agrees to work with the City to obtain insurance requirements that are acceptable to MTC.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City and MTC and their respective officials, commissioners, representatives, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, MTC, or their respective officials, commissioners, representatives, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the

services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

[RESERVED]

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **CHRISTINE BABLA** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035

CONSULTANT:

Ascent Environmental, Inc.
455 Capital Mall, Suite 300
Sacramento, CA 95814

Attn: Director of Planning

Attn: Christine Babla, Director

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Wage Theft Prevention

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND ASCENT ENVIRONMENTAL, INC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

ASCENT ENVIRONMENTAL, INC.

Approved By:

Steven G. McHarris, City Manager

Signature

Date

Name

Approved As To Form:

Title

Christopher J. Diaz, City Attorney

Date

Approved:

DIR Registration Number (If Applicable)

Walter C. Rossmann, Risk Manager/Director
of Finance

Approved As To Content:

Ned Thomas, Director of Planning

EXHIBIT A

Scope of Services

MAIN STREET/GATEWAY SPECIFIC PLAN UPDATE

[CONSULTANTS WORKPLAN BEGINS ON FOLLOWING PAGE]

I. PROPOSED SOLUTIONS (REVISED)

Ascent's scope of work reflects how we intend to address the City's goals for the Plan Area. Based on our understanding of the RFP, we have included scope for visioning, community engagement, scenario planning, a new Specific Plan Update document, and associated environmental analysis. We are happy to work with the City to revise the scope of work to meet goals and staffing needs for this work program.

Task 1: Plan Boundaries, Data Gathering, and Assessments

Task 1.1: Kick-off Meeting and Site Tour

Ascent and its teaming partners (The Ascent Team) will initiate the project with a (virtual) kick-off meeting to discuss the following:

- ▶ City goals and objectives
- ▶ Team roles and responsibilities
- ▶ Project area context and efforts under way
- ▶ Planning Area/Focus Area boundaries
- ▶ Schedule and key milestones
- ▶ Scenario planning
- ▶ Community engagement and project branding
- ▶ Coordination with the city team and other departments

During this time, we will also submit a list of data and information needs. Shortly after the kick-off meeting (on the same or separate day), pending public health directives, team members will conduct a site tour to examine key issues, focus area context conditions, and the extent of Plan Area boundaries. Following the site tour, we will coordinate with the City to discuss focus area boundaries and base map preparation, including use of scenario planning tools for mapping.

Task 1.2: Material Review and Preliminary Mapping

Following the kick-off meeting and data exchange, Ascent will prepare our working map database and

initial series of maps that depict the city, community, and local context. The maps will establish the baseline and Plan Area boundaries for subsequent work.

As part of this phase, the Ascent Team will review relevant existing and in-progress studies to serve as a basis for our initial analysis of the Plan Area. To avoid "reinventing the wheel" and ensure continuity between plans, we will build from recent or developing plans and studies in the Plan Area, including the:

- ▶ 2002 Milpitas Midtown Specific Plan
- ▶ Newly adopted 2020 General Plan
- ▶ 2024-2030 Housing Element Update
- ▶ City of Milpitas Municipal Code
- ▶ City of Milpitas 2020 Economic Development Strategy and Implementation Actions
- ▶ City of Milpitas Climate Action Plan
- ▶ Milpitas Metro Specific Plan studies
- ▶ Cultural Resources Register
- ▶ Milpitas Parks and Recreation Master Plan Update
- ▶ Bikeway and Pedestrian and Trails Master Plan
- ▶ City of Milpitas Streetscape Master Plan
- ▶ Utility Master Plan Updates for water and sewer and storm drainage

Our team will leverage the work that has been produced and highlight key take aways that will inform the focus of latter studies and solutions in the Plan Area.

Task 1.3: Existing Conditions Assessment

The Ascent Team will assess the existing physical context of the Plan Area, including land use and urban form, transit and circulation network, infrastructure and utilities, and market analysis. We will focus our analysis on identifying preliminary opportunities and constraints related to land use and development, catalytic sites (in coordination with input from city staff), and potential circulation and infrastructure improvements that would support the goals of the Specific Plan effort.

Deliverables for this task will be concise and graphic in nature, focusing on implementation-oriented opportunities that can be analyzed and addressed through the Specific Plan Update. Ascent will prepare a brief graphic PowerPoint presentation, summarizing the results of the Existing Conditions Assessment for use by the team and city for public meetings.

Land Use, Zoning, and Urban Form Analysis

Ascent will review the Specific Plan and assess the progress made on the specific plan in terms of construction and improvements to date, remaining unrealized projects, future opportunities, and potential constraints both on-the-ground and from a regulatory standpoint. We will prepare a graphic Land Use, Zoning, and Urban Form Memo, formatted as a PowerPoint, addressing the following:

- ▶ Focus areas, neighborhoods, and corridor segments that contribute to the identity of the Plan Area. Ascent will describe the urban form and character within each of these focus areas, including legacy businesses or anchors that contribute to the character and culture of the area.
- ▶ Existing and planned land uses, zoning, and Specific Plan regulations, including development standards, such as setback conditions, height, floor area ratio, housing density, and other determinants that have dictated urban form.
- ▶ Vacant and underutilized parcels and opportunity sites.
- ▶ Existing and planned environmental features, open space, and parks, including opportunities for new public realm spaces, open spaces, and other connections.
- ▶ Overview of known, eligible, and designated historic and cultural resources in and adjacent to the Plan Area, relying on existing city background documents, including the City of Milpitas Cultural Resources Register and a cultural resources database search.

This examination will help us understand where development controls are conducive to or hindering

the transformation of the Plan Area, honing in on addressing key updates to the Specific Plan that will remove barriers, modernize and update the approach, and facilitate the desired evolution of the Plan Area.

Market Analysis

BAE will prepare a high-level real estate market analysis to evaluate market support for new development in the Plan Area based on current and future anticipated market conditions. For each use, BAE will identify the inventory in the appropriate market area and analyze data related to key metrics such as vacancy, rental rates, new construction deliveries, net absorption, and future demand. The market analysis will also identify, describe, and analyze the impact of national and regional trends on demand for the identified land uses within the Plan Area. These trends could include shifts in preference for office locations and type of workspace, disruption in the retailing industry impacting space demand, trends in amenities desired by residents and office tenants, and potential medium- to long-term impacts on residential and nonresidential real estate demand due to COVID-19. The market analysis will study up to three (3) land uses, such as office, retail, and residential uses. For the analysis of retail uses, BAE will coordinate with Greensfelder Real Estate Strategy.

The market analysis will identify opportunities and constraints for the Plan Area to inform the mix of uses in the Specific Plan. In addition, the analysis will identify potential challenges to achieving the desired mix of uses in the Plan Area and recommend strategies to address these challenges as appropriate.

Affordable Housing and Community Benefits Analysis

BAE will identify options for the promotion and delivery of affordable housing in the Plan area, and identify options for the Plan's community benefits framework. The analysis will draw on data assembled from the market analysis task to identify market conditions that affect the production of affordable housing in the Plan area. In addition, BAE will request information from the City regarding affordable housing production in the Plan Area as well as outcomes from the Plan's community benefits framework. BAE will also review existing policies related to affordable housing production and community benefits, including but not limited to citywide policies, policies specifically affecting the Plan area, and any policies included in the Milpitas Metro Specific Plan. Based on an analysis of these trends, BAE will identify opportunities to improve affordable housing production and community benefits outcomes. As a part of this work, BAE will coordinate with City staff and the consultant team to

align affordable housing and community benefits goals with the overall goals of the Plan. BAE will then develop a menu of options for enhancing affordable housing production and community benefits outcomes in the Plan area, along with trade-offs associated with various policy options. BAE will prepare an administrative draft affordable housing and community benefits promotion and delivery options memorandum for City review. Following receipt of a single set of consolidated comments on the administrative draft, BAE will revise the memorandum to prepare a draft for public review.

Transportation Analysis

Fehr & Peers will prepare an existing conditions transportation memo, including the following elements:

- ▶ Review of relevant documents affecting transportation policies and infrastructure in the Plan Area.
- ▶ Mapping of the street network by functional class, the bicycle and pedestrian network, transit routes and services, truck routes, and key gaps or missing links in the vehicular and bicycle/pedestrian network.
- ▶ Daily roadway volumes on up to 15 roadway segments, using data collected for the General Plan update.
- ▶ Peak hour intersection volumes and LOS at up to ten key intersections, using data collected and analyzed for the General Plan update.
- ▶ As an optional task, Fehr & Peers can collect new counts at up to five intersections, if needed, supplemented by StreetLight data to check COVID recovery count data.
- ▶ Resident and worker travel characteristics for the City and the Plan area based on census data, using the Census Transportation Planning Package database.
- ▶ A summary of transportation opportunities and constraints for the Plan Area.

Public Infrastructure and Utilities Analysis

BKF will visit the site to review the existing site constraints and conditions. Based on the site visit, and BKF's previous Milpitas Midtown Specific Plan project experience, BKF will prepare a Public Infrastructure and Utilities Memo, including the following elements:

- ▶ Confirm City implemented utility master plan or other infrastructure improvements.
- ▶ Document an overall utility base map for use by the team, including exhibits for each utility system.
- ▶ Identify any potential challenges to development.
- ▶ Confirm the scope of survey services to support the planning and permit processes.

TASK 1 DELIVERABLES

- ✓ Kick-off Meeting Materials and Meeting Summary
- ✓ Preliminary Mapping Database
- ✓ Land Use, Zoning, and Urban Form Analysis
- ✓ Market Analysis
- ✓ Affordable Housing and Community Benefits Analysis
- ✓ Transportation and Circulation Analysis
- ✓ Public Utilities and Infrastructure Analysis
- ✓ Brief Graphic PowerPoint Presentation Summarizing Existing Conditions Assessment Findings for Use in Public Meetings (For All Studies)

Task 2: Public Outreach and Engagement

We have structured the community outreach process to align with the city's desired approach to address each focus area separately, while also comprehensively addressing the larger Plan Area. However, to efficiently meet the timeline desired for the completion of the Specific Plan, we propose the concurrent sequencing of focus area meetings to advance the Plan in a coordinated manner. We will evaluate the issues and opportunities of each focus area, as well as how they will work together and in the broader context of Midtown, and reinforce their individual area strengths and placemaking goal, rather than compete for similar market needs. The Ascent Team proposes using a variety of approaches to engage and collect input from the community, as further described in the tasks that follow.

Task 2.1: Community Engagement Strategy

Shortly after the project kick-off meeting (Task 1.1), Ascent and Plan to Place will engage the City in a meeting to discuss the approach and strategy to community engagement and project branding. The Community Engagement Strategy will identify:

- ▶ Roles and responsibilities of the consultant team, staff, and stakeholders in the planning process.
- ▶ Timelines for outreach activities, coordinated with the phased presentation of each focus area.
- ▶ Communication strategy for creating awareness, invitation, and creative buzz about the project.

In addition to engaging residents, business owners, and development community stakeholders, the Engagement Strategy will also address outreach to engage minority residents and non-English speakers through local community channels and/or pop up events at strategic locations in the city.

Task 2.2: Project Branding and Communication

Materials

The Ascent Team will develop a project brand, anticipated to include a logo, tagline, font, and color palette for the Milpitas Main Street/Gateway Specific Plan Update. This will be used for all messaging and collateral, including the project website, PowerPoint presentations, print and digital materials, and final Specific Plan deliverable. As an optional task, Studio J9 will develop coordinated concept branding for streetscape and wayfinding elements, see Task 3, for more information related to that effort.

Task 2.3: Project Website

The Ascent Team will work with the City to create and maintain a project website to be used to publicize the project timeline and updates, host community engagement activities, including workshops, surveys, and public review draft documents.

Task 2.4: Stakeholder Interviews

Early in the process, Ascent will conduct six stakeholder interview sessions in small group settings of no more than five people per group and lasting no more than 1-1/2 hours in duration. These stakeholder interviews may be organized by those wishing to participate and provide feedback on the individual focus area and/or the Plan Area. We will work with City staff to identify the list of individuals and groups to participate in the interviews. Potential candidates may include business and property owners, business representatives, neighborhood associations, developers and real estate professionals, community groups, and other stakeholders who have an interest in the Plan Area. The interviews will allow participants to speak to issues and opportunities in a confidential setting that allow for honest feedback without assigning comments to individuals.

Task 2.5: Community Workshops

Ascent and Plan to Place will coordinate with City staff in the preparation for and execution of up to two Community Workshops to provide the community and decision makers with basic knowledge focused on the Specific Plan Update, share preliminary planning scenarios and provide progress updates. The team will be prepared to implement digital virtual meeting formats to share information about the project, answer questions and gather feedback to address community concerns. It is anticipated that live polling and other interactive tools will be used to complement virtual meeting platforms to share and gather input during the meeting. Community workshops will be advertised digitally on social media platforms and the City's website along with physical mailers (by City) that can be mailed directly to residents.

Workshop #1 This visioning event will allow the public

to provide input on plan priorities, needs, and their vision and ideas for the Plan Area and focus areas. These visioning events will allow the public to provide input on plan priorities, needs, and their vision and ideas for the Plan Area and focus areas.

Workshop #2 Ascent and Plan to Place will host a community workshop, to solicit feedback on plan alternatives in order to arrive at a preferred plan, as well as framework strategies and placemaking concepts that will form the basis of the Specific Plan.

In conjunction with each of the workshops, an online community survey, polling, or other activity will be conducted on the project website, to expand the reach of the effort out to the community and extend the feedback period for those who were not able to participate real-time in live events.

Task 2.6: Pop-Up Events (Up to 2)

Pop-up events are proposed to collect additional input within each of the focus areas. If/once shelter-in-place restrictions are lifted in 2021, Plan to Place can assist the project team and City staff with the preparation for and facilitation of "pop-up" or intercept workshops to meet the community where they are. The objectives will be to:

- ▶ Meet with the community at times and locations that are convenient and safe to them, such as farmers markets or other local events; and
- ▶ Facilitate informal workshops to share information about the engagement effort and gather input through interactive tools while practicing social distancing and safety measures.

Since the Main Street Community Conversations will have occurred prior to the project kick-off, the pop-up events may focus on users and stakeholders within the Calaveras Gateway and Abbott Avenue/I-880 focus areas.

Task 2.7: Community Open House

Ascent and Plan to Place will coordinate and lead an Open House event, either digitally or in person to share the Specific Plan Update and gather final input during the Public Review process. This is anticipated as an open meeting where participants can drop in throughout a designated time to ask questions and share input about different aspects of the Specific Plan.

Task 2.8: Meet with Technical Advisory Committee

Ascent will attend up to **four** meetings with a Technical Advisory Committee (TAC). The City will organize the TAC, which can include staff from various city departments, as well as public agencies, such as VTA and other key partners in the process. The first meeting will be to share the project scope and timeline and query the TAC for feedback on project objectives, area boundaries,

and known or potential issues within the Plan Area that need to be studied. The **subsequent three meetings with the TAC will address planning scenarios; review the preferred plan and draft strategies; and provide an update and discuss any comments to the Administrative Draft Specific Plan.**

Task 2.9: Support Commission and City Council Study Sessions

We understand that the City Council will take an active role in the planning process, and have planned to provide support for up to seven study session meetings, including up to six study sessions with the City Council, as well as one study session with the Planning Commission. Agendas and timing will be refined through the planning process in coordination with the City. For scoping purposes, we have identified potential agenda topics for each of the study sessions below, and have included the approximate timing and relationship to the overall work program on the project timeline:

Study Session #1 Study session with the City Council. This session will be an opportunity for the team to hear the Council's vision, as well as discuss process, strategy, and engagement.

Study Session #2 Study session with the City Council, to discuss plan priorities.

Study Session #3 Study session with the City Council, to discuss land use and development scenarios and strategies.

Study Session #4 Study session with the City Council, to discuss transportation and mobility.

Study Session #5 Study session with the City Council, to discuss public realm design and improvements.

Study Session #6 Study session with the City Council, to discuss economic development, funding, and incentives.

Study Session #7 Study session with the Planning Commission, to provide an overview of the planning process and provide a briefing on the Administrative Draft document.

Ascent will prepare and present a PowerPoint presentation for each meeting and take notes on input received from these meetings. To support the efficiency of the planning process, joint study sessions are encouraged, when possible.

TASK 2 DELIVERABLES

- ✓ Community Engagement Strategy
- ✓ Project Branding and Communication Materials
- ✓ Project Website
- ✓ Stakeholder Interview Summaries
- ✓ Pop-Up Event Summaries (Up to 2 Events)

- ✓ Community Workshop Materials and Meeting Summaries (Up to 2 Events)
- ✓ Community Open House Materials and Meeting Summary (1 Event)
- ✓ TAC Materials and Meeting Summaries (Up to 4)
- ✓ Commission and Council Materials and Meeting Summaries (Up to 7)

Task 3: Visioning, Scenarios Planning, & Preferred Plan

Task 3.1: Initial Visioning

The community engagement process, described in Phase 2, will begin to reveal the needs and desires of the community and neighborhood stakeholders leading to identification of community priorities. These may take the form of physical, social, or economic outcomes.

The Ascent Team will engage the City in a brainstorming session to describe what the priorities are and use them to prepare a *draft vision and guiding principles, and confirm the range of options*. Key members of city staff from the TAC, such as Economic Development, Transportation, Public Works, and city staff leading other planning efforts, may be encouraged to participate, depending on the City's goals for the process. As part of this process, we will share inspirational images to consider as planning benchmarks or precedents for the evolution of the Plan Area, and our retail specialist will share a presentation framing the state of retail-post COVID and providing best practices for integrating ground-floor commercial uses into mixed-use development. Ascent will document the outcomes in a *Draft Vision Memo*.

Task 3.2: Scenario Planning

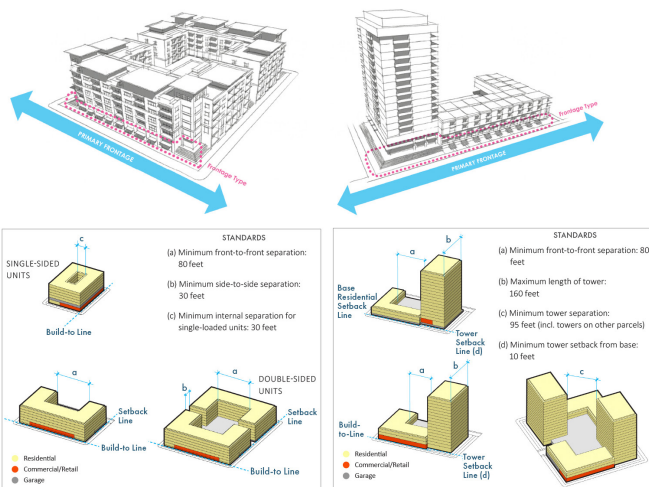
Ascent will work with city staff to prepare up to 3 development options, testing different development frameworks, including land use, intensity, mobility/connectivity, parks and open space, and block and development configurations. We will work with the



city to confirm the preferred method for scenario planning, including utilizing ESRI ArcUrban or Urban Footprint, to prepare focus area options to evaluate the range of development potential, and how each option achieves the city's objectives and key metrics, such as achieving housing goals, commercial development, trip generation, and greenhouse gas emissions. The scenario evaluation may also be coordinated with and/or inform proposed EIR alternatives and Climate Action Planning goals.

Task 3.3: Preferred Draft Plan and Strategies for Incorporation into the Plan

Based on city and community feedback, the Ascent Team will develop a preferred plan and coordinate with the city on strategies to implement the vision for the Plan Area, with a focus on responding to city and/or community issues and priorities and addressing the tasks described on pages 10-11 of the RFP. These strategies will serve as the basis for the development of the Specific Plan chapters.



Land Use Updates, Urban Form, and Parking

As part of this task, in conjunction with the Economic Development and Retail Strategies, the Ascent urban design team will conduct 2d and 3d testing to evaluate prototypical projects from a design, programming, and yield standpoint, as well as to test existing and proposed development and design standards, such as development intensities, setbacks, stepbacks, open space requirements, and parking requirements.

Ascent will prepare a preferred plan and associated framework diagrams, with accompanying strategies and imagery to describe land use and urban form that correspond to the vision and development projections. We will prepare accompanying development yield tables, and an illustrative master plan graphic that depicts how the focus areas can be “stitched” into the broader Midtown District.

Economic Development and Retail Strategies

The Ascent Team, led by BAE with support from Greenfelder Commercial Real Estate Strategy, will support the economic development component of the Specific Plan by building from the 2020 Economic Development Strategy and implementing many of its specific actions under the new Specific Plan framework. This task will overlap with the development of the Specific Plan Implementation chapter, with the goal of having the Specific Plan provide a clear pathway to overcome current obstacles that have inhibited new development and redevelopment of property in the plan area. Work under this task will include:

- ▶ **Opportunity Sites.** Identification of publicly- and privately-owned opportunity sites and their market-supported potential uses and recommended actions to activate these sites which would include the Serra Center; MUSD properties, Santa Clara County-owned properties, the vacant Hammond Way, lands with annexation potential south of Calaveras Boulevard along Abbott Avenue, indicating which sites would be most suitable for new local restaurants and independent retail. Evaluate the alignment of existing land use policies and regulations with the level of market support for permitted uses and what steps need to be taken to facilitate new development.
- ▶ **Retail Audit of Zoning Code.** Greenfelder Real Estate Strategy will review the zoning code, current specific plan, and development standards and draft a memo recommending how they might be updated and/or integrated to facilitate, expedite, and expand retail in the Plan Area.
- ▶ **Retail Strategies Memo.** Greenfelder Real Estate Strategy will draft a memo describing economic development and retail strategies to reposition the study area for main street development as well as redevelopment and infill of the larger plan area. The memo will address the following: (1) commodity/specialty retail (2) solutions for activating the main street frontage and ensuring retail resilience, including Post-COVID retail impacts including short versus long term implications; (3) retail strategies for business attraction including how to encourage retail, how to avoid overbuilding, addressing 18-hour/15-minute cities, and (4) potential objective design standards to facilitate successful ground floor commercial space.
- ▶ **Property-based Business Improvement District (PBID).** Expand the Economic Strategy Actions related to a PBID with outreach to property owners and business owners to first ascertain the level of support for a PBID and then to formulate a preliminary scope of PBID activities and services

and prepare a preliminary estimate of special assessments on properties. Formation of a PBID is not included as part of this scope and budget.

- ▶ **Capital Improvement Program and Financing Plan.** BAE will prepare a Financing Plan for the Plan Area, which identifies federal, state, and local sources of funding, including Plan Area-specific impact fees. This task is described in Task 4 below.

Strategic Property Acquisition Revenue (“SPAR”) Fund

BAE will evaluate the portfolio of City-owned properties and estimate revenue generation potential, any required initial investment, and timing of potential revenue. It is assumed the City can provide an excel database of properties. Based upon its market analysis and work on the Specific Plan, BAE will evaluate the highest and best use for each property and how it aligns with existing permitted uses and/or proposed uses under the new Specific Plan. Using market data, as well as information from recently commissioned City appraisals (such as a recent one commissioned to set park fees), BAE will prepare a matrix that shows each property’s highest and best use, permitted uses, AB 1486 Surplus Public Lands Act applicability, potential value, potential lease income, and disposition strategy options to generate one-time or ongoing revenue that can flow to the SPAR fund. Cost to operate the SPAR fund will be formulated through conferring with City staff. As part of this optional task, BAE will prepare a draft and final technical memo with the data, analysis, and findings.

Economic/Scenario Feasibility Testing

BAE will conduct financial feasibility testing to evaluate the impact that various policy options would have on development feasibility. This financial feasibility testing could identify the extent to which new or updated policies or development standards could facilitate the production of affordable housing or the delivery of community benefits as part of new development projects.

Impact Fee Scoping Coordination

BAE and the Ascent team will work with the City to discuss the potential implementation of a Main Street/ Gateway District Impact Fee Program. As part of this task, we anticipate 1-2 meetings with a combination of the City’s project team, the Finance Director, and/or the City Manager to discuss considerations for the development of an impact fee, including a nexus study and associated order-of-magnitude costs estimates or other studies.

It is anticipated that impact fee considerations and scoping can also be addressed in City Council Study Session #6, Funding and Incentives, which has been

budgeted as part of Task 2.9. Following this task, the Ascent team will prepare a detailed approach and budget for the impact fee development and any associated studies that will be needed.

Mobility and Circulation

Fehr & Peers will perform the following tasks to support the development of the Plan mobility element:

- ▶ Prepare rough order of magnitude trip generation and VMT generation estimates to support consideration of up to three land use alternatives, to support the development of a preferred alternative.
- ▶ Develop a multi-modal network plan for the preferred alternative.
- ▶ In collaboration with the Ascent Team, develop complete street design concepts for up to five roadway cross-sections and five intersections, including a combination of cross-sections and plan views.
- ▶ Develop transportation policies and programs to support the goals of the Plan, including travel demand management policies to apply to existing and new development, parking rates, curbside management, and other key topics.
- ▶ As an optional task (**not included in budget**), Fehr & Peers can develop local circulator shuttle route options, building on the City’s past work and studies, including potential funding mechanisms (concept-level).

Public Realm Improvements, Placemaking, Branding

The Ascent urban design team will evaluate parks, pathways, and open space projects constructed to date, identifying remaining needs and further efforts to support preferred plan’s level of development intensity and placemaking objectives. Framework diagrams with accompanying strategies, design concepts, and imagery will be prepared for topics such as open space, public realm design, streetscape improvements, paseo connections to Main Street, placemaking, urban greening, wayfinding and signage, and district branding.

Optional Task (**not included in budget**): District Identity and Branding

As an optional task, Ascent and Studio J9 will advance the district branding to develop a branding program of customized graphics, signage, and wayfinding. The branding program can serve as a near-term implementation item to convey a sense of place, highlight the spirit of the community, and support marketing efforts for the Main Street/ Gateway Area.

We anticipate addressing the following, to be refined through our dialogue with the City, community, and stakeholders:

- ▶ Pedestrian and vehicular district identity and wayfinding components, to be coordinated by location, per a location plan
- ▶ Streetscape Banners (Base and Special Event)
- ▶ Seating, Street Furnishings, and Public Art
- ▶ Kiosks (Bus Shelters or Freestanding Sign Kiosks) and Pedestrian/Bike Connectivity Signs
- ▶ Special Signage Elements, such as Boundary Definition or Identification/Gateway Designation

TASK 3 DELIVERABLES

- ✓ Brainstorming Session Presentation Materials
- ✓ Draft Vision Memo
- ✓ Summary of Scenario Planning for 3 Development Framework Options
- ✓ Preferred Draft Plan and Strategies Summary for Economic Development and Retail; **SPAR Funding**, Mobility and Circulation; and Public Realm Improvements, Placemaking, and Branding.

Task 4: Specific Plan Drafting

To meet the City's desired timeline, the Ascent Team has proposed a streamlined process to for preparing the Specific Plan Update.

Although the effort has been described as an "Update", due to the length of time that has passed since the preparation of the Specific Plan, we understand that this will not be a surgical update. Our team will address changes to state law, as well as best practices for modernizing the specific plan regulations and objective design standards, and update the organization and format. We will work with the City to come up with the most streamlined approach, and confirm content, organization, and format, early in the process.

We will have developed the plan frameworks and core strategies within Task 3, including key imagery, graphics, and diagrams, and seeking input from the community, the TAC, and the Planning Commission. Task 4 will be focused on integrating the Task 3 deliverables into a coordinated Specific Plan Update document for review and feedback by City staff.

Task 4.1 Outline and Mock-Up

In conjunction with Phase 3, Ascent will prepare a document mock-up and annotated outline to describe the proposed structure for the Specific Plan document early in the process to confirm the structure and components of the document with city staff.

Task 4.2 Administrative Draft Plan

The Ascent Team will prepare an Administrative Draft Plan for review by City staff. The Plan will incorporate

goals, policies, and the findings and strategies from earlier plan phases. The Administrative Draft Plan will include the following information in a format to be confirmed under Task 4.1, consistent with state law/guidance for Specific Plans:

- ▶ **Introduction.** This chapter will provide an overview of the Plan Area, the history of past and ongoing planning efforts, the focus of the update, the organization of the Plan, and updates to the Plan Area boundaries. Additionally, a summary of the community engagement process, events, outcomes, and how that input has shaped the development of the Plan will be provided.
- ▶ **Vision and Goals.** This chapter will describe the vision and summarize guiding principles, provide an illustrative plan, and 3D imagery that tell the story of the vision for the evolution of the Plan Area.
- ▶ **Land Use and Zoning.** This chapter will provide a regulatory framework for land use and zoning, including housing, desired mix of uses, intensity (as well as available incentives for market rate and affordable housing), height, setbacks, and other development standards such as building frontages, and parking.
- ▶ **Mobility.** This chapter will provide the access, circulation, mobility, and transit framework, to facilitate movement within and through the area, including new streets and connections, complete streets improvements, shuttle services, and pedestrian and bikeway connections and improvements.
- ▶ **Public Realm Improvements.** This chapter will identify specific strategies to support more fine grain placemaking improvements within each of the Plan's focus areas, including open space, public realm, and streetscape improvements, potential paseo connections to Main Street, urban greening, wayfinding and signage, and district branding.
- ▶ **Infrastructure and Utilities.** This chapter will provide guidance for infrastructure and utilities improvements, including identifying enhancements, changes and additions to the Basic Infrastructure Program appropriate to and supportive of changes in the development scenario reflected in the Plan.
- ▶ **Implementation.** This chapter includes implementation actions, responsibilities, and associated timeframes to support public and private investment within the Plan Area, including agency action items, assessment districts, and/or impact fee development. It will also describe the process for subsequent project review and

streamlining, based on the Specific Plan EIR scope and analysis.

Note: A form-based approach may be taken incorporating Specific Plan zoning and design criteria, or the Specific Plan may refer to citywide zoning districts and citywide objective design standards. We will work with the city to confirm approach and coordinate based on the status of other city efforts.

Financing Strategy

BAE will identify potential funding sources for public improvements identified in the Plan Area (e.g., infrastructure and community facilities) and prepare a funding source matrix that identifies one or more potential funding sources for each category of improvements. BAE will also identify actions that the City should implement or coordinate to execute the financing strategy. For example, this may include, but shall not be limited to, actions such as adoption of a Plan Area public improvements fee; establishment of a financing district; establishing policies for reimbursement agreements for developers who install infrastructure that is more than necessary to serve their own properties, etc. Ascent and City staff will provide BAE with a listing of public improvements identified in the Plan, grouped by type of improvement (e.g., utilities, roads/complete streets, public facilities).

Mobility Element

Ascent, in coordination with Fehr & Peers, will prepare an Mobility Element that identifies the multimodal network plan and framework and presents the complete street design concepts for key corridors within the Plan Area. The multimodal network will be designed to coordinate with the City's Active Transportation Plan.

Public Infrastructure and Utilities

BKF will review any proposed changes to the plan boundary along with any proposed land use updates. They will assist with identifying any critical utility/roadway constraints and identify infrastructure improvements that should be anticipated based on change of land use or increased density.

BKF will provide exhibits for each system to be incorporated into the Specific Plan graphics. The analysis of each system will include infrastructure phasing for near-term development projections and longer-term (2040) Specific Plan horizons. BKF will provide order of magnitude cost for backbone infrastructure improvements per focus area.

Note: Formal modeling is not included in this proposal, and can be provided as an additional service.

Task 4.3 Revised Draft Plan

Ascent will prepare a second draft of the document that incorporates City comments. This version is assumed to be approximately 90 percent complete toward a public draft.

Task 4.4 Prepare Screencheck and Public Draft Plan

Ascent will prepare a Screencheck Public Draft for city review, prior to issuing the Public Draft Plan for public review and circulation. A small budget for minor revisions is assumed for corrections between the Screencheck and Public Draft.

TASK 4 DELIVERABLES

- ✓ Outline and Mock-Up
 - ✓ Administrative Draft Plan (1 Draft)
 - ✓ Revised Draft Plan (1 Draft)
 - ✓ Screencheck Draft Plan (1 Draft)
 - ✓ Public Draft Plan (1 Draft)
-

Task 5: Environmental Evaluation

As noted above, the City recently adopted a new General Plan that includes a Program EIR that provides an initial evaluation of the environmental effects of the establishment of the Specific Plan. Our approach will be to leverage the analysis in the General Plan EIR to streamline the preparation of this EIR to only focus on environmental issues that are peculiar to the Specific Plan, consistent with State CEQA Guidelines Section 15183.

Our approach would also include development of an environmental checklist for use on subsequent development applications to determine the appropriate exemption or environmental review streamlining process to be used consistent with State CEQA Guidelines Section 15168 and 15182.

5.1. Initiation of the Environmental Review

The Ascent environmental team will monitor development of the Specific Plan under Task 4 and will provide input on policy provisions that would improve environmental streamlining for subsequent development projects in the Specific Plan area. We will conduct a meeting with City staff to discuss the type of EIR to be prepared in relation to the General Plan EIR (e.g., Subsequent EIR or Supplemental EIR) as the Specific Plan is an implementation of the General Plan. We will also provide electronic form letters for tribal consultation as required under Senate Bill 18 and Assembly Bill 52 for the City to distribute.

5.2. Prepare Notice of Preparation and Scoping Meeting

Ascent will prepare an electronic draft in Word of the Notice of Preparation (NOP) for the Specific Plan that will summarize key environmental issues to be addressed in the EIR. Upon receiving comments on the draft NOP from the City, we will prepare the public version of the NOP for City distribution. We will submit the NOP to the State Clearinghouse electronically on behalf of the City with the Notice of Completion.

Ascent will participate in the NOP scoping meeting that will consist of preparation of a PowerPoint presentation and assistance in the presentation of the project and anticipated environmental issues at the meeting. Ascent will also take meeting notes and provide a summary of NOP and scoping meeting comments.

5.3. Administrative Draft EIR

Ascent will prepare an electronic version (in Word) of the Administrative Draft EIR, in accordance with CEQA and the State CEQA Guidelines. For those resources that would not be affected by the Specific Plan or were adequately addressed in the General Plan EIR, the EIR will provide the rationale as to why no impact would occur and note that the issue is not discussed further in the EIR. These environmental issue areas are anticipated to include, but are not limited to, the following:

- ▶ Agriculture and Forestry Resources
- ▶ Geology and Soils
- ▶ Hazards and Hazardous Materials
- ▶ Hydrology and Water Quality
- ▶ Mineral Resources
- ▶ Wildfires

The EIR will adhere to all CEQA requirements and is anticipated to focus on resource categories for which significant impacts could occur. The EIR will include the following chapters:

Introduction – The Introduction will describe the purpose of the EIR and will outline the EIR contents.

Executive Summary – The Executive Summary will provide an overview of the project, alternatives evaluated, areas of controversy and issues to be resolved, and project impacts and mitigation measures.

Project Description – The Project Description will provide a complete description of the Specific Plan, including anticipated infrastructure and transportation improvements and amendments to the City's General Plan (if required). Project objectives will also be identified.

Environmental Setting, Impacts, and Mitigation Measures

– Each environmental resource section will include a description of the environmental setting (i.e., the baseline environmental conditions), regulatory setting (i.e., federal, state, and local regulations), criteria used to determine the significance of impacts, analysis methodology and assumptions, and detailed discussion of the potential environmental effects of the project. Impact conclusions will be based on substantial evidence, and mitigation measures will be recommended for significant or potentially significant impacts. References will be provided as necessary to the supporting technical studies, which will be included as appendices to the EIR. The EIR will focus on the following environmental issues:

Aesthetics – The aesthetics analysis will evaluate how implementation of the Specific Plan could alter the visual character of the area. Included would be photo documentation and an analysis of anticipated changes in building height and massing as compared to existing conditions.

Air Quality – The air quality analysis will focus on project-specific construction and operational impacts as compared to the build-out analysis in the General Plan EIR. The analysis will review and utilize (as appropriate) the Bay Area Air Quality Management District's Thresholds of Significance under its CEQA Guidelines. The impact analysis will address whether the project would result in exacerbation of any existing toxic air contaminant concentrations that could result in greater health impacts than current conditions.

Biological Resources – The plan area is developed and lacks natural habitat conditions to support substantial plant and wildlife species. However, trees in the project area could be designated as protected under Section X-2-7.01 of the City Code of Ordinances as well as support special-status raptor and migratory bird species. The analysis will focus on existing habitat conditions in the project area and the potential for the project to impact special-status species.

Cultural and Tribal Cultural Resources – The project will trigger tribal consultation under Senate Bill 18 and Assembly Bill 52 regarding the potential to impact tribal cultural resources. The analysis will also consider whether any potentially significant historic structures may exist in the plan area.

Energy – The EIR will estimate existing energy demands (building and mobile) in the plan area and will identify changes in energy demand from development under the Specific Plan. The analysis will factor in any proposed energy efficiency or renewable energy use that is included in the updated Specific Plan. Impacts

will be assessed based on State CEQA Guidelines Appendix G, analyzing whether the project may result in wasteful, inefficient, or unnecessary consumption of energy or conflict with a plan for renewable energy or energy efficiency.

Greenhouse Gas and Climate Change – The greenhouse gas (GHG) analysis will quantify the GHG emissions of the project and identify the Specific Plan’s proposed GHG emission reduction measures. The analysis will also address the plan’s consistency with the City’s Climate Action Plan and the anticipated update to the CAP.

Land Use and Planning – The EIR will evaluate the Specific Plan’s compatibility with existing land uses and development patterns and evaluate the proposed plan’s consistency with other adopted City plans and policies. The analysis will identify whether the project would result in the physical division of an established community.

Noise – The noise analysis will evaluate potential noise and vibration impacts and will evaluate whether increases in traffic volumes would create new noise impacts not previously addressed in the General Plan EIR.

Population and Housing – The EIR will evaluate whether the Specific Plan would result in a substantial increase in population and employment (beyond the General Plan growth projections) and whether the project could displace residences.

Public Services – The analysis will evaluate whether implementation of the Specific Plan would create new public service demands (fire, law enforcement, parks, schools) that would require the construction of new facilities which could trigger environmental impacts.

Transportation–The EIR will summarize the results of the Specific Plan transportation analysis that will focus on changes in vehicle miles traveled, multimodal operations, transportation safety, and conflicts with pedestrian, bicycle, and transit services.

Fehr & Peers will conduct the transportation analysis for the Specific Plan EIR to provide traffic operations information to the City and an assessment of the Plan’s impacts with respect to the four CEQA Guidelines Appendix G Checklist criteria:

1. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
2. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?
3. Substantially increase hazards due to a geometric

design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?

4. Result in inadequate emergency access?

We will incorporate City General Plan policies and design requirements into the evaluation of criteria 1A, 3C and 4D. For Criteria 2B, we will conduct a baseline VMT screening, and prepare a more complete VMT analysis evaluating the direct, indirect and cumulative effects of the project using project generated VMT and boundary VMT within a specific geographic area (for example, Santa Clara County, or the nine-county Bay Area). The methodology and significance thresholds will be discussed with City staff prior to proceeding with this analysis, and will be consistent with the City’s VMT analysis methodology and thresholds (currently under development) to the extent they are applicable to this large, mixed-use development area.

As an optional task, Fehr & Peers will prepare a Local Transportation Analysis (LTA) to provide traffic operations information to VTA (in keeping with the VTA Transportation Impact Analysis Guidelines) For the LTA, we will provide the intersection, roadway, freeway analysis as indicated by the VTA Transportation Impact Analysis Guidelines. For purposes of budget preparation, it is assumed that up to 20 freeway segments, 10 ramps, and 10 intersections will be analyzed.

Fehr & Peers will also provide some assistance to the team in responding to transportation related public comments on the Draft EIR.

Utilities and Services – The results of the utility analysis prepared by BKF will be summarized. The analysis will address water, wastewater, and storm drainage infrastructure and whether any improvements would be required to support the additional development potential.

Other CEQA Sections – CEQA has very specific requirements for the contents of an EIR. Ascent will provide the City with a complete EIR, containing all sections required by CEQA, including the following:

- ▶ Alternatives: Up to three alternatives, including the no-project alternative, will be evaluated in the EIR. The alternatives will be analyzed at a comparative level of detail, less than that of the proposed project but sufficient to allow a comparison of impacts.
- ▶ Significant Environmental Effects Which Cannot Be Avoided: This section will clearly and

succinctly summarize significant and unavoidable environmental effects of the proposed project and alternatives as evaluated in the EIR.

- ▶ **Growth-Inducing Impacts of the Proposed Project:** This section will qualitatively evaluate the project's potential to induce growth and subsequent environmental impacts that would occur.
- ▶ **Significant Irreversible Environmental Changes:** This section will address environmental changes that would occur as a result of implementation of the updated Moffett Park Specific Plan.
- ▶ **Cumulative Impacts:** Ascent will evaluate the impacts of cumulative development and activities on all the resource issues evaluated in the EIR. Ascent will work closely with City staff to establish the cumulative setting, which involves identification of reasonably foreseeable projects and activities in the region and an accurate list of cumulative projects (proposed, approved, under construction).

The EIR will include visual aids, such as maps and diagrams, to clearly present the environmental analysis to decision-makers, responsible agencies, and the public. The executive summary will include a summary table of all impacts and mitigation measures identified in the EIR. An impact comparison table of the alternatives will also be provided.

As part of preparation of the Administrative Draft EIR, Ascent will compile an electronic copy of all cited literature, studies, personal communications, and reference materials used in the preparation of the EIR.

5.4. Public Draft EIR

Based on comments from City staff on the Administrative Draft EIR, Ascent will prepare a print-check Draft EIR in electronic form (in Word) for City review. This scope of work assumes that comments will not require analysis of new issues or substantially revised analysis of issues already addressed in the administrative draft.

Based on comments from City staff on the print-check Draft EIR, Ascent will prepare a public Draft EIR in electronic format (Word and PDF) for the City to release. This scope of work assumes that comments will not require analysis of new issues or substantially revised analysis of issues already addressed in the print-check document. We will also prepare the Notice of Availability and will submit the Draft EIR electronically to the State Clearinghouse on behalf of the City. We will also attend the public meeting to receive

comments on the Draft EIR.

5.5. Final EIR

Ascent will coordinate with City staff, who will assemble public and agency comments received on the Final EIR. Responses to these comments will be prepared and presented in a format to accompany the document. The responses are assumed to require only clarification and/or explanation of the conclusions in the Draft EIR without the need to revise analysis, elaborate substantially, or add new issues or alternatives. Ascent will provide an electronic version (in Word) of the administrative draft Final EIR for City review. Upon receiving comments on the administrative draft Final EIR from the City, Ascent will generate a print-check copy of the Final EIR in an electronic version (in Word) for final City review. We will revise the document and generate the Final EIR (Word and PDF) for City distribution.

5.6. CEQA Findings

In coordination with City staff, Ascent will prepare CEQA Findings of Fact (Findings) and, if necessary, a Statement of Overriding Considerations for the City's use. The Findings will specify mitigation measures incorporated into the project and will explain why other measures, if any, have been found to be infeasible. If applicable, the Findings will also identify feasible project alternatives that could reduce adverse environmental effects but are not being implemented, with an explanation as to why they are infeasible. Ascent will prepare an administrative draft of the Findings and will submit (electronically in Word) to the City for review and comment. Once comments are received, Ascent will incorporate comments and deliver an electronic file of the final Findings to the City.

5.7. Mitigation Monitoring and Reporting Program & Environmental Checklist for Subsequent Projects

A draft and final mitigation monitoring and reporting program (MMRP) will be prepared electronically (Word). The MMRP will include all mitigation measures in the EIR and will identify timing, responsible party, performance standards, etc. As part of this work effort, we will develop an Environmental Checklist template that can be used by City staff for streamlining environmental review or identification of exemptions for subsequent projects in the Specific Plan area. This checklist would be combined with the city's future CAP consistency checklist.

TASK 5 DELIVERABLES

- ✓ Notice of Preparation and Scoping Meeting Summaries
- ✓ Administrative Draft EIR

- ✓ Print Check and Public Draft EIR
 - ✓ Administrative Draft Final, Print Check Final, and Final EIR
 - ✓ CEQA Findings of Fact/Statement of Overriding Considerations
 - ✓ Mitigation Monitoring and Reporting Program
 - ✓ Environmental Checklist and CAP Consistency Checklist for Subsequent Projects
-

Task 6: Plan Adoption

Task 6.1: Support Planning Commission and City Council Hearings

The Ascent Team will provide support for the Planning Commission and City Council study adoption hearings. We will prepare a PowerPoint presentation for each meeting and be available to address questions from the Planning Commission or City Council. We assume city staff will prepare the staff reports and noticing for the meetings.

Task 6.2: Prepare Final Specific Plan

Ascent will prepare the Final Specific Plan, incorporating public and City comments following the public review process.

TASK 6 DELIVERABLES

- ✓ Commission and Council Materials (Up to 4)
 - ✓ Final Specific Plan (1 Draft)
-

Task 7: Project Management and Team Meetings

Ascent will coordinate all aspects of the project to ensure that the schedule is achieved and high-quality products are delivered. Ascent will prepare and submit monthly invoices and progress reports. Ascent will facilitate biweekly project coordination meetings of conference calls.

Ascent assumes that the project will include regular project meetings, the majority of which will be conducted via Zoom or Microsoft Teams conference calls. We assume these meetings are conducted biweekly on average with some periods that may require less and other periods that may require more frequent communication. For the purposes of this assignment, we will assume up to 30 staff meetings/calls over the duration of the project, as well as additional time for project invoicing and general coordination. Ascent will provide brief summary notes with action items following each biweekly meeting or call.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant.

[PROJECT BUDGET DETAIL BEGINS ON FOLLOWING PAGE]



O. PROPOSED COMPENSATION (REVISED)

The proposed compensation price for the Main Street/Gateway Specific Plan Update is presented in the project budget that follows, including a detailed breakdown of rates, hours, and anticipated costs for each task and subconsultant. To promote clarity, budget assumptions are provided to explain the basis of the proposed price. The price is estimated based on a good-faith, current understanding of the project's needs.

Based on our understanding of the RFP, we have included scope for visioning, community engagement, scenario planning, a new Specific Plan Update document, and associated environmental analysis. The proposed budget totals **\$890,993** for labor for all of those components, of which **\$534,590** is for Ascent labor, and **\$356,403** is for subconsultant labor. Expenses totaling **\$39,715** have been identified. The total proposed compensation is **\$930,708** for all labor and expenses. **Additionally, a 5% contingency has been included, bringing the total proposed compensation for labor, expenses, and contingency to \$977,243.**

We have provided some optional tasks for the City to consider, based on our understanding of where the City may desire additional analysis. We are happy to work with the City to revise the scope of work and price, as warranted, to meet the City's expectations for the work program and level of effort.

Revised Project Budget



4/23/2021, Revised July 14, 2021

Task 1	Plan Boundaries, Data Gathering, and Assessments	Total Cost
1.1 Kick-off Meeting and Site Tour		\$ 11,055
1.2 Material Review and Preliminary Mapping		\$ 5,850
1.3 Existing Conditions Assessment (Memo)		
Land Use, Zoning, and Urban Form Analysis and Memo		\$ 19,375
Market Analysis and Memo		\$ 27,955
Affordable Housing and Community Benefits Analysis		\$ 14,550
Transportation Analysis and Memo		\$ 14,555
Public Infrastructure and Utilities Analysis and Memo		\$ 11,815
Subtotal, Task 1		\$ 105,155

Task 2	Public Outreach and Engagement	Total Cost
2.1 Community Engagement Strategy		\$ 5,550
2.2 Project Branding and Communication Materials		\$ 9,320
2.3 Project Website		\$ 2,760
2.4 Stakeholder Interviews		\$ 6,340
2.5 Community Workshops (up to 2)		
Workshop 1: Host Community Listening/Vision Session		\$ 14,310
Workshop 2: Alternatives		\$ 13,740
Survey/Interactive Web Activities		\$ 5,970
2.6 Pop-Up Events (up to 2)		\$ 11,015
2.7 Community Open House		\$ 8,660
2.8 Meet with Technical Advisory Committee (up to 4)		\$ 22,720
2.9 Support Planning Commission and City Council Study Sessions (up to 7)		\$ 58,980
Subtotal, Task 2		\$ 159,365

Task 3	Visioning, Scenarios, and Preferred Plan	Total Cost
3.1 Initial Visioning		\$ 18,668
3.2 Scenario Planning		\$ 19,985
3.3 Preferred Draft Plan and Strategies for Incorporation into the Plan		
Land Use Updates, Urban Form, and Parking		\$ 25,750
Economic Development and Retail Strategies		\$ 39,830
Strategic Property Acquisition Revenue ("SPAR") Fund		\$ 31,385
Economic/Scenario Feasibility Testing		\$ 22,475
Impact Fee Scoping Coordination		\$ 3,010
Mobility and Circulation		\$ 42,575
Public Realm Improvements, Placemaking, and Branding		\$ 22,800
Subtotal, Task 3		\$ 226,478

Task 4	Specific Plan Drafting	Total Cost
4.1 Outline and Mockup		\$ 3,580
4.2 Administrative Draft Plan		\$ 96,807
4.3 Revised Draft Plan		\$ 25,075
4.4 Screencheck and Public Draft Plan		\$ 16,080
Subtotal, Task 4		\$ 141,542

Task 5	Environmental Evaluation	Total Cost
5.1 Initiation of the Environmental Review		\$ 840
5.2 Notice of Preparation and Scoping Meeting		\$ 4,900
5.3 Administrative Draft EIR		\$ 131,520
5.4 Public Draft EIR		\$ 23,600
5.5 Final EIR		\$ 25,990
5.6 CEQA Findings		\$ 4,740
5.7 MMRP and Environmental Checklist		\$ 4,040
Subtotal, Task 5		\$ 197,630

Task 6:	Plan Adoption	Total Cost
6.1 Support Planning Commission and City Council Hearings (up to 4 meetings total)		\$ 23,425
6.2 Prepare Final Specific Plan		\$ 9,120
Subtotal, Task 6		\$ 32,545

Task 7: Project Management	Total Cost
Project Management, Bi-Weekly Calls	\$ 28,278
Subtotal, Project Management	\$ 28,278

TOTAL HOURS, Ascent and Subconsultants	Hours
Sub-total, Labor: Ascent and Subconsultants	890,993

REIMBURSABLE EXPENSES

The following tasks are reimbursable expenses anticipated for the project, and are contingent upon authorization of the client.

Expense	Cost
Subconsultant Direct Costs	\$ 9,395
Website Hosting and Digital Platforms	\$ 6,000
Printing and Reproduction	\$ 2,500
Mileage/Parking/Travel	\$ 4,000
Subconsultant Administrative Costs (5%)	\$ 17,820
TOTAL Expenses	\$ 39,715
TOTAL, Labor + Reimbursable Expenses	\$ 930,708
5% Contingency	46,535
TOTAL, WITH CONTINGENCY	\$ 977,243

OPTIONAL TASKS

Task	Cost
1 Expanded District Identity and Branding	\$ 25,000
2 Local Transportation Analysis (VIA Compliance by F&P)	\$ 30,165
3 5 Intersection Counts Plus Supplemental Streetlight Data	\$ 4,000
4 Shuttle Route Planning	\$ 1,860

Labor	Hours	Ascent																		
		Walters/Folks Contract Manager/Advisor \$275	Babla Project Director/Project Manager \$230	Thai Deputy PM \$155	Lee Sr. Urban Designer \$170	Gelbman Sr. Planner, Public Outreach \$160	Reynoso/Villarreal Urban Planner/Designer \$115	Payne Housing Policy Advisor \$210	Konfeld/Miller CAP/Sustainability Coordinator \$150	Angell ENV PD \$270	Garcia Env. PM \$150	Burrows Env. Planner \$130	Fuller Biologist \$145	Konfeld CAP Adv \$155	Antoniou Noise \$160	Graphics \$125	GIS \$130	Admin/WP \$120		
\$ 4,520	24	4	4	8	6														2	
\$ 5,850	40		4	6			4	2											24	
\$ 19,375	121		18	25	40		36	2												
\$ 1,355	7	1	2	4																
\$ 1,760	8		4					4												
\$ 1,080	6		2	4																
\$ 1,080	6		2	4																
\$ 35,020	212	5	36	51	46	0	40	8	0	0	0	0	0	0	0	0	0	24	2	
\$ 3,150	18		4	2			12													
\$ 1,690	12		2	2			8													
\$ 2,760	20		4				16													
\$ 6,340	32	4	12	16																
\$ 7,050	46	2	8	12			16												8	
\$ 7,050	46	2	8	12			16												8	
\$ 230	1		1																	
\$ 2,775	15		6	9																
\$ 5,590	34		8	8	8		10													
\$ 16,100	88	4	20	32	32															
\$ 45,750	264	14	70	40	40		80	10	10											
\$ 98,485	576	26	143	133	80	12	146	10	10	0	0	0	0	0	0	0	0	0	16	
\$ 12,760	68	8	12	24	24															
\$ 19,985	111	2	24	25	44	16														
\$ 25,750	166		20	30	48		60	4	4											
\$ 460	2		2																	
\$ 1,405	6	1	4					1												
\$ 6,435	33	1	12		20															
\$ 690	3		3																	
\$ -	0																			
\$ 22,800	140		20		80		40													
\$ 90,285	529	12	97	79	216	16	100	5	4	0	0	0	0	0	0	0	0	0	0	
\$ 3,580	20		4	4	12															
\$ 33,930	334	2	44	84	80	22	70	12												
\$ 19,870	128		20	24	24		54	6										10	10	
\$ 16,080	104		16	24	24		40													
\$ 93,460	586	2	84	136	140	22	164	18	0	0	0	0	0	0	0	0	0	10	10	
\$ 840	4									2	2									
\$ 4,900	36										12	20							2	
\$ 105,120	700						30	170	200	24	160	80							12	
\$ 23,600	160						10	50	60	2	10	8							8	
\$ 25,990	172						16	70	40	2	4	6							2	
\$ 4,740	30						2	28	4											
\$ 6,040	46							4	40										2	
\$ 171,230	1148	0	0	0	0	0	0	0	60	336	360	28	174	94	0	0	24	72		
\$ 16,520	88	4	32	52																
\$ 9,120	60		8	16			24													
\$ 25,640	148	4	40	68	12	0	24	0	0	0	0	0	0	0	0	0	0	0	0	
\$ 20,470	108		36	48				5		5	12									
\$ 20,470	108	2	36	48	0	0	0	5	0	5	12	0	0	0	0	0	0	0	0	
	3,307	51	436	515	494	50	474	46	14	65	348	360	28	174	94	10	58	90		
\$ 534,590		\$ 14,025	\$ 100,280	\$ 79,825	\$ 83,980	\$ 8,000	\$ 54,510	\$ 9,660	\$ 2,100	\$ 17,550	\$ 52,200	\$ 46,800	\$ 4,060	\$ 26,970	\$ 15,040	\$ 1,250	\$ 7,540	\$ 10,800		

Subconsultants Summary (See next page for detail)						
BAE	Greensfelder	Fehr & Peers	BKF	Plan to Place	Studio J9	
\$	945	\$ 1,530	\$ 1,170	\$ 2,890		
\$	26,600	\$ -				
\$	12,790					
		\$ 13,475				
			\$ 10,735			
\$	39,390	\$ 945	\$ 15,005	\$ 11,905	\$ 2,890	\$ -
				\$ 2,400		
				\$ 4,030	\$ 3,600	
\$	1,620			\$ 5,640		
		\$ 1,050		\$ 5,640		
				\$ 5,740		
				\$ 8,240		
				\$ 3,070		
\$	3,480	\$ -	\$ 3,140			
\$	4,960	\$ 1,890	\$ 4,380			
\$	12,060	\$ 1,890	\$ 8,570	\$ -	\$ 34,760	\$ 3,600
\$	2,320	\$ 945	\$ 2,645			
\$	28,030	\$ 11,340				
\$	29,980					
\$	16,040					
\$	2,320					
		\$ 42,575				
\$	78,690	\$ 12,285	\$ 45,218	\$ -	\$ -	\$ -
\$	10,620	\$ 3,150	\$ 7,715	\$ 21,392		

Revised Project Budget (Subconsultant Detail)

4/23/2021, Revised July 14, 2021

hourly rates:

Task	Description	Labor	Hours	BAE				Greensfelder	Fehr & Peers				BKF			Plan to Place			J9	
				Shiver	Hagar	Guerrero	Vu	Greensfelder	AIC	Project Manager	Senior Staff (Forecasting, Design)	Engineer/Planner	Graphics/Admin.	Assoc	Eng/Sur III	Eng/Sur I	Javid	Krosner	Sharkland	Project Manager
		\$310	\$270	\$195	\$100	\$315	\$270	\$175	\$220	\$145	\$135	\$219	\$183	\$140	\$250	\$165	\$150	\$150		
Task 1	Plan Boundaries, Data Gathering, and Assessments																			
1.1	Kick-off Meeting and Site Tour	\$ 6,535	33				3	2	4		2	4		4	6	6				
1.2	Material Review and Preliminary Mapping	\$ -	0																	
1.3	Existing Conditions Assessment	\$ -	0																	
	Land Use, Zoning, and Urban Form Analysis	\$ -	0																	
	Market Analysis	\$ 26,600	146	12	20	64	50													
	Affordable Housing and Community Benefits Analysis	\$ 12,790	68	2	16	30	20													
	Transportation Analysis and Memo	\$ 13,475	91					2	8		60	21								
	Public Infrastructure and Utilities Analysis and Memo	\$ 10,735	63									9	28	26						
	Subtotal, Task 1	\$ 70,135	401	14	36	94	70	3	4	12	0	62	21	11	32	26	4	6	6	0
Task 2	Public Outreach and Engagement																			
2.1	Community Engagement Strategy	\$ 2,400	13												3	10				
2.2	Project Branding and Communication Materials	\$ 7,630	47												4	12	7	24.0		
2.3	Project Website	\$ -	0																	
2.4	Stakeholder Interviews	\$ -	0																	
2.5	Community Workshops (up to 2)																			
	Workshop 1: Host Community Listening/Vision Session	\$ 7,260	36		6									9	16	5				
	Workshop 2: Alternatives	\$ 6,690	36					6						9	16	5				
	Survey/ Interactive Web Activities	\$ 5,740	32											7	16	9				
2.6	Pop-Up Events (up to 2)	\$ 8,240	48											8	16	24				
2.7	Community Open House	\$ 3,070	17											4	8	5				
2.8	Meet with Technical Advisory Committee (up to 2 each for BAE and F&P)	\$ 6,620	32	6	6				8		12									
2.9	Support Planning Commission and City Council Study Sessions (up to 4 each for BAE and F&P)	\$ 13,230	58	12	12			6		12	12	4								
	Subtotal, Task 2	\$ 60,880	319	18	24	0	0	6	0	26	0	24	4	0	0	0	44	94	55	24.0
Task 3	Visioning, Scenarios, and Preferred Plan																			
3.1	Initial Visioning	\$ 5,908	25.5				4	4												
3.2	Scenario Planning	\$ -	0																	
3.3	Preferred Draft Plan and Strategies for Incorporation into the Plan	\$ -	0																	
	Land Use Updates, Urban Form, and Parking	\$ -	0																	
	Economic Development and Retail Strategies	\$ 39,370	180	30	4	70	40	36												
	Strategic Property Acquisition Revenue (SPAR) Fund	\$ 29,980	154	30	4	80	40													
	(Economic) Feasibility Testing	\$ 16,040	80	4	20	40	16													
	Impact Fee Scoping Coordination	\$ 2,320	8	4	4															
	Mobility and Circulation	\$ 42,575	261					20	36	24	116	65								
	Public Realm Improvements, Placemaking, and Branding (Note optional task not included)	\$ -	0																	
	Subtotal, Task 3	\$ 136,193	709	72	36	190	96	39	23	42	24	120	66.5	0	0	0	0	0	0	0
Task 4	Specific Plan Drafting																			
4.1	Outline and Mock-up	\$ -	0																	
4.2	Administrative Draft Plan	\$ 42,877	237	4	10	24	20	10	4	8	24	13	32	48	40					
4.3	Revised Draft Plan	\$ 5,205	33						2	8		16	7							
4.4	Screencheck and Public Draft Plan	\$ -	0																	
	Subtotal, Task 4	\$ 48,082	270	4	10	24	20	10	6	16	0	40	20	32	48	40	0	0	0	0
Task 5	Environmental Evaluation																			
5.1	Initiation of the Environmental Review	\$ -	0																	
5.2	Notice of Preparation and Scoping Meeting	\$ -	0																	
5.3	Administrative Draft EIR	\$ 26,400	162						6	40	16	76	24							
5.4	Public Draft EIR	\$ -	0																	
5.5	Final EIR	\$ -	0																	
5.6	CEQA Findings	\$ -	0																	
5.7	MMRP and Environmental Checklist	\$ -	0																	
	Subtotal, Task 5	\$ 26,400	162	0	0	0	0	0	6	40	16	76	24	0	0	0	0	0	0	0
Task 6	Plan Adoption																			
6.1	Support Planning Commission and City Council Hearings (up to 2 each for BAE and F&P)	\$ 5,960	24	6	6				4	8										
6.2	Prepare Final Specific Plan	\$ -	0																	
	Subtotal, Task 6	\$ 5,960	24	6	6	0	0	0	4	8	0	0	0	0	0	0	0	0	0	0
Task 7	Project Management																			
	Project Management, Bi-Weekly Calls	\$ 8,753	41					3	4	10	4		4	4	6	6				
	Subtotal, Project Management	\$ 8,753	41	0	0	0	0	3	4	10	4	0	4	4	6	6	0	0	0	0
TOTAL HOURS, Subconsultants			1,926	114	112	308	186	61	47	154	44	322	136	47	84	66	54	106	61	24
Sub-total, Subconsultants		\$ 356,403		\$ 35,340	\$ 30,240	\$ 60,060	\$ 18,600	\$ 19,215	\$ 12,690	\$ 26,950	\$ 9,680	\$ 46,690	\$ 18,293	\$ 10,293	\$ 15,372	\$ 9,240	\$ 13,500	\$ 17,490	\$ 9,150	\$ 3,600

REIMBURSABLE EXPENSES

The following tasks are reimbursable expenses anticipated for the project, and are contingent upon authorization of the client.

Expense	Cost																		
Subconsultant Direct Costs	\$ 9,395					\$ 1,250	\$ 250											2,500	
Data, Website Hosting, and Digital Platforms	\$ -																		
Printing and Reproduction	\$ -																		
Mileage/ Parking/ Travel	\$ -																		
Subconsultant Administrative Costs (5%)	\$ -																		
TOTAL, Expenses	\$ 9,395					\$1,250	\$250				\$ 5,395				\$0			\$2,500	\$0
TOTAL, Subconsultant Labor + Reimbursable Expenses	\$ 365,798					\$145,490	\$19,465				\$119,698				\$34,905			\$42,640	\$3,600

Budget Assumptions

1. **Scope of Services.** The price is based on the proposed scope of services. If new technical issues, alternatives, field surveys, modeling, or analysis is identified after contract execution, we will work with the City to discuss a scope and budget amendment.
2. **Adequacy of Provided Materials.** Materials provided by the City are assumed to be complete and adequate for use in the analysis. If supplemental or revised analysis, studies, data, or fieldwork is needed to render such materials adequate, a budget amendment would be warranted.
3. **Schedule.** The price is based on the proposed schedule. If the schedule is protracted significantly (more than 60 days) for reasons beyond Ascent's control, a budget amendment may apply to the remaining work. Ascent will consult with the City about a course of action.
4. **Billing Rates, Pricing, and Staff Allocation.** The proposed budget has been allocated to tasks. Ascent may reallocate budget or non-key staff among tasks, as needed, as long as the total contract price is not exceeded. The price proposed to carry out the scope of work is valid for 120 days from the date of submittal, after which it may be subject to revision. The proposed billing rates apply to the duration of the contract, assuming an 18-month schedule.
5. **Subcontractor Administrative Cost.** Administrative cost of 5 percent will be applied to subcontractor prices for purposes of contract execution and management, invoicing, and payment processing.
6. **Meetings and Conference Calls.** Budget is assumed for proposed meetings and conference calls are specified. If exceeded, a budget augmentation would be warranted.
7. **Changes to the Project or Alternatives.** If the descriptions of the project and alternatives are changed after they have been approved for use in the Specific Plan and CEQA document by the City, a budget amendment will be warranted to the extent completed work needs to be revised or redone.
8. **Tribal Consultation.** Whether a tribe or tribes will request consultation under Assembly Bill 52 (Statutes of 2014) is unknown. The scope and budget, therefore, do not include performance of this consultation. Consultation assistance can be added, if needed, with a scope and budget amendment.
9. **Draft Review Cycles.** Draft review cycles are specified in the scope of work. City staff will provide Ascent with one consolidated set of reconciled, non-conflicting comments on preliminary drafts and all Specific Plan and EIR drafts.
10. **Responses to Public Comments.** After public review of the draft documents, Ascent will prepare a list of commenters; compile, organize, review, and evaluate comments; and coordinate with City staff to develop response strategies. Budget has been allocated for preparing responses to comments. If the number or complexity of comments requires a greater level of effort, Ascent and City staff will coordinate on a course of action and budget augmentation, if needed.
11. **References Cited.** Ascent will maintain electronic copies of cited references and provide electronic files during public review. Ascent will submit electronic copies of all references to the City for archiving upon completion of the scope of work.
12. **Reproduction Costs.** The reproduction cost of documents is included in the price, based on assumptions regarding the number of copies, document length, and extent of color graphics. If the number of copies, document length, or extent of color content exceeds assumptions, a budget augmentation would be warranted.
13. **Final Environmental Document.** The final environmental document will consist of a comments and responses to comments volume or chapter. Text revisions to the draft document, if needed, will be assembled in a section. Modification, redline/strike-through, and reproduction of the draft document are not included but can be provided with a budget amendment.
14. **Completion of Work.** The scope of work is complete upon the acceptance by City staff of the final deliverable.
15. **Litigation Support.** Ascent is available to assist in the lead agency's response to a lawsuit, subject to a contract amendment. Except for electronic files of cited references, assembly of an administrative record or project record is not included but can be provided with a budget augmentation.

EXHIBIT C
Activity Schedule

[PROJECT TIMELINE BEGINS ON FOLLOWING PAGE]

Revised Project Timeline

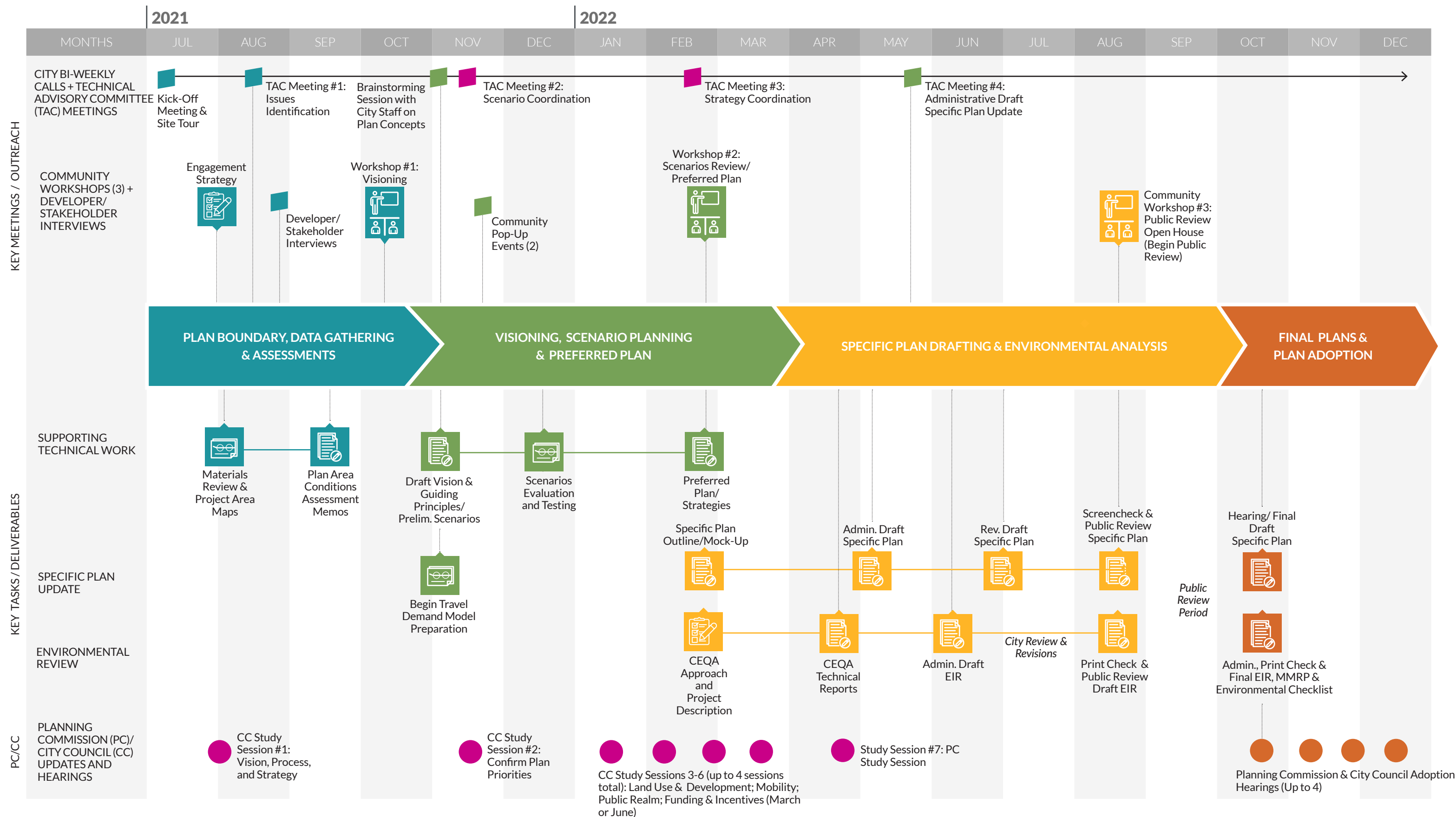


EXHIBIT “D”

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ____ Bid Bond
- ____ Performance Bond
- ____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

 Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X **Waiver of Subrogation:**

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

X **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and

appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VIII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.