

**CITY OF PALO ALTO CONTRACT NO. C25191402  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF PALO ALTO AND RAIMI & ASSOCIATES, INC.**

This Agreement for Professional Services (this “Agreement”) is entered into as of the            day of March, 2025 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and RAIMI & ASSOCIATES, INC., a California corporation, located at 1900 Addison Street, Suite 200, Berkeley, CA 94704 (“CONSULTANT”).

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

**RECITALS**

A. CITY intends to complete an area plan (the “Project”) and desires to engage a consultant to establish goals, policies, and implementation programs for land use, transportation, critical infrastructure and other improvements that will support the redevelopment of the area surrounding San Antonio Road. in connection with the Project (the “Services”, as detailed more fully in Exhibit A).

B. CONSULTANT represents that it, its employees and subconsultants, if any, possess the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY, in reliance on these representations, desires to engage CONSULTANT to provide the Services as more fully described in Exhibit A, entitled “SCOPE OF SERVICES”.

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

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

**SECTION 2. TERM.**

The term of this Agreement shall be from the effective date of this agreement through June 30, 2028, unless terminated earlier pursuant to Section 19 (Termination) of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit B, entitled “SCHEDULE OF PERFORMANCE”. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT. However,

such damages shall not be available for delays beyond the CONSULTANT's control.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit C, entitled "COMPENSATION," including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **One Million Seven Hundred Ninety Nine Thousand and Nine Hundred and Eleven Dollars (\$1,799,911)**. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled "SCHEDULE OF RATES." Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

☒ Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **One Hundred Seventy Nine Thousand Nine Hundred and Ninety One Dollars (\$179,991)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **One Million Nine Hundred Seventy Nine Thousand Nine Hundred and Two Dollars (\$1,979,902)**, as detailed in Exhibit C.

"Additional Services" means any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit A or any work that is at a higher level of effort than the hours identified in Exhibit C. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY's Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled "PROFESSIONAL SERVICES TASK ORDER". Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY's Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for

Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.

**SECTION 5. INVOICES.** In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the Services performed and the applicable charges (including, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon Exhibit C or, as applicable, CONSULTANT's schedule of rates set forth in Exhibit C-1. If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's invoices shall be subject to verification by CITY. CONSULTANT shall send all invoices to CITY's Project Manager via email address PCEContracts@cityofpaloalto.org. CITY will generally process and pay invoices within thirty (30) days of receipt of an acceptable invoice.

**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it, its employees and subcontractors, if any, possess the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subcontractors, if any, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. All Services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement, as amended from time to time. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

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

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

**SECTION 10. INDEPENDENT CONTRACTOR.** CONSULTANT acknowledges and agrees that CONSULTANT and any agent or employee of CONSULTANT will act as and shall be

deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which CONSULTANT performs the Services requested by CITY under this Agreement. CONSULTANT and any agent or employee of CONSULTANT will not have employee status with CITY, nor be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONSULTANT will be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, workers' compensation, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performance of the Services, or any agent or employee of CONSULTANT providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's provision of the Services only, and not as to the means by which such a result is obtained.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written approval of the City Manager. Any purported assignment made without the prior written approval of the City Manager will be void and without effect. Subject to the foregoing, the covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators and assignees of the parties.

**SECTION 12. SUBCONTRACTING.**

**Subcontracts Authorized:** Notwithstanding Section 11 (Assignment) above, CITY agrees that any subcontractors may be used to complete the Services only with prior approval, in writing, including scope of services, cost and performance to be complete with term pursuant to Section 4 of the Agreement. The subcontractors identified at Agreement commencement are:

- KITTELSON & ASSOCIATES, INC (CA#1651568) 225 E. ROBINSON STREET SUITE 355 ORLANDO, FL 32801
- STRATEGIC ECONOMICS, INC. (CA#3271083) 2991 SHATTUCK AVE STE 203 BERKELEY, CA 94705
- BKF ENGINEERS (CA#599256) 2100 FRANKLIN STREET SUITE 4C OAKLAND, CA 94612
- DAVID J. POWERS & ASSOCIATES, INC. (CA#1638288) 1871 THE ALAMEDA #200 SAN JOSE, CA 95126
- ILLINGWORTH & RODKIN, INC. (CA#1195836) 429 E COTATI AVE COTATI, CA 94931

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee.

**SECTION 13. PROJECT MANAGEMENT.** CONSULTANT will assign Jeanine Cavalli, Telephone: (510) 944-0163, Email: jeanine@rainiassociates.com as the CONSULTANT's Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and represent CONSULTANT during the day-to-day performance of the Services. If circumstances cause the substitution of the CONSULTANT's Project Manager or any other of CONSULTANT's key personnel for any reason, the appointment of a substitute Project Manager and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's Project Manager. CONSULTANT, at CITY's request, shall promptly remove CONSULTANT personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property.

CITY's Project Manager is Vishnu Krishnan, Planning & Development Services Department, 250 Hamilton Avenue Palo Alto, CA, 94301, Telephone: (650) 329-2425, Email: Vishnu.Krishnan@cityofpaloalto.org. CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate Project Manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** All work product, including without limitation, all writings, drawings, studies, sketches, photographs, plans, reports, specifications, computations, models, recordings, data, documents, and other materials and copyright interests developed under this Agreement, in any form or media, shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work product pursuant to this Agreement are vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services.

**SECTION 15. AUDITS.** CONSULTANT agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for four (4) years from the date of final payment, CONSULTANT's records pertaining to matters covered by this Agreement, including without limitation records demonstrating compliance with the requirements of Section 10 (Independent Contractor). CONSULTANT further agrees to maintain and retain accurate books and records in accordance with generally accepted accounting principles for at least four (4) years after the expiration or earlier termination of this Agreement or the completion of any audit hereunder, whichever is later.

**SECTION 16. INDEMNITY.**

16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and

expenses of whatever nature including reasonable attorney's fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to errors, omissions, or negligent performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from a Claim arising from the active negligence or willful misconduct of an Indemnified Party that is not contributed to by any act of, or by any omission to perform a duty imposed by law or agreement by, CONSULTANT, its officers, employees, agents or contractors under this Agreement.

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

**SECTION 17. WAIVERS.** No waiver of a condition or nonperformance of an obligation under this Agreement is effective unless it is in writing in accordance with Section 29.4 of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

## **SECTION 18. INSURANCE.**

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

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

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

of this Agreement.

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

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

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. If CONSULTANT fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided under this Agreement or at law, the City Manager may terminate this Agreement sooner upon written notice of termination. Upon receipt of any notice of suspension or termination, CONSULTANT will discontinue its performance of the Services on the effective date in the notice of suspension or termination.

19.2. In event of suspension or termination, CONSULTANT will deliver to the City Manager on or before the effective date in the notice of suspension or termination, any and all work product, as detailed in Section 14 (Ownership of Materials), whether or not completed, prepared by CONSULTANT or its contractors, if any, in the performance of this Agreement. Such work product is the property of CITY following payment for said work, as detailed in Section 14 (Ownership of Materials).

19.3. In event of suspension or termination, CONSULTANT will be paid for the Services rendered and work products delivered to CITY in accordance with the Scope of Services up to the effective date in the notice of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's Services provided in material conformity with this Agreement as such determination is made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 17, 19.2, 19.3, 19.4, 20, 25, 27, 28, 29 and 30.

19.4. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement, unless made in accordance with Section 17 (Waivers).

## **SECTION 20. NOTICES.**

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

To CITY:                      Office of the City Clerk  
City of Palo Alto

Post Office Box 10250  
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT:

Matt Raimi, President and CEO  
Raimi + Associates, Inc.  
1900 Addison Street, Suite 200  
Berkeley, CA 94707

CONSULTANT shall provide written notice to CITY of any change of address.

## **SECTION 21. CONFLICT OF INTEREST.**

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

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subcontractors or other persons or parties having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California, as amended from time to time. CONSULTANT agrees to notify CITY if any conflict arises.

21.3. If the CONSULTANT meets the definition of a “Consultant” as defined by the Regulations of the Fair Political Practices Commission, CONSULTANT will file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act of 1974, as amended from time to time.

## **SECTION 22. NONDISCRIMINATION; COMPLIANCE WITH ADA.**

22.1. As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

22.2. CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. CONSULTANT will provide the Services specified in this Agreement in a



manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement.

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

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

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable-based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Department's office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

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

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code Section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code Section 4.62.060.

**SECTION 25. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code, as amended from time to time. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

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

26.1. **This Project is not subject to prevailing wages and related requirements.** CONSULTANT is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the contract:

- (1) is not a public works contract;
- (2) is for a public works construction project of \$25,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j); or
- (3) is for a public works alteration, demolition, repair, or maintenance project of \$15,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j).

**SECTION 27. CLAIMS PROCEDURE FOR “9204 PUBLIC WORKS PROJECTS”.** For purposes of this Section 27, a “9204 Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. (Cal. Pub. Cont. Code § 9204.) Per California Public Contract Code Section 9204, for Public Works Projects, certain claims procedures shall apply, as set forth in Exhibit F, entitled “Claims for Public Contract Code Section 9204 Public Works Projects”.

**This Project is not a 9204 Public Works Project.**

**SECTION 28. CONFIDENTIAL INFORMATION.**

28.1. In the performance of this Agreement, CONSULTANT may have access to CITY’s Confidential Information (defined below). CONSULTANT will hold Confidential Information in strict confidence, not disclose it to any third party, and will use it only for the performance of its obligations to CITY under this Agreement and for no other purpose. CONSULTANT will maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the security, confidentiality and integrity of the Confidential Information. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to its employees, agents and subcontractors, if any, to the extent they have a need to know in order to perform CONSULTANT’s obligations to CITY under this Agreement and for no other purpose, provided that the CONSULTANT informs them of, and requires them to follow, the confidentiality and security obligations of this Agreement.

28.2. “Confidential Information” means all data, information (including without limitation “Personal Information” about a California resident as defined in Civil Code Section 1798 et seq., as amended from time to time) and materials, in any form or media, tangible or intangible, provided or otherwise made available to CONSULTANT by CITY, directly or indirectly, pursuant to this Agreement. Confidential Information excludes information that CONSULTANT can show by appropriate documentation: (i) was publicly known at the time it was provided or has subsequently become publicly known other than by a breach of this Agreement; (ii) was rightfully in CONSULTANT’s possession free of any obligation of confidence prior to receipt of Confidential Information; (iii) is rightfully obtained by CONSULTANT from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of CONSULTANT without any use of or access to the Confidential Information; or (v) CONSULTANT has written consent to disclose signed by an authorized representative of CITY.

28.3. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to the extent required by order of a court of competent jurisdiction or governmental body, provided that CONSULTANT will notify CITY in writing of such order immediately upon receipt and prior to any such disclosure (unless CONSULTANT is prohibited by law from doing so), to give CITY an opportunity to oppose or otherwise respond to such order.

28.4. CONSULTANT will notify City promptly upon learning of any breach in the security of its systems or unauthorized disclosure of, or access to, Confidential Information in its possession or control, and if such Confidential Information consists of Personal Information, CONSULTANT will provide information to CITY sufficient to meet the notice requirements of Civil Code Section 1798 et seq., as applicable, as amended from time to time.

28.5. Prior to or upon termination or expiration of this Agreement, CONSULTANT will honor any request from the CITY to return or securely destroy all copies of Confidential Information. All Confidential Information is and will remain the property of the CITY and nothing contained in this Agreement grants or confers any rights to such Confidential Information on CONSULTANT.

28.6. If selected in Section 30 (Exhibits), this Agreement is also subject to the terms and conditions of the Information Privacy Policy and Cybersecurity Terms and Conditions.

## **SECTION 29. MISCELLANEOUS PROVISIONS.**

29.1. This Agreement will be governed by California law, without regard to its conflict of law provisions.

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

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

29.4. This Agreement, including all exhibits, constitutes the entire and integrated agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, statements and undertakings, either oral or written. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code, as amended from time to time.

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

29.6. In the event of a conflict between the terms of this Agreement and the

exhibits hereto (per Section 30) or CONSULTANT's proposal (if any), the Agreement shall control. In the event of a conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

29.7. The provisions of all checked boxes in this Agreement shall apply to this Agreement; the provisions of any unchecked boxes shall not apply to this Agreement.

29.8. All section headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

29.9. This Agreement may be signed in multiple counterparts, which, when executed by the authorized representatives of the parties, shall together constitute a single binding agreement.

**SECTION 30. EXHIBITS.** Each of the following exhibits, if the check box for such exhibit is selected below, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- ☒ EXHIBIT A: SCOPE OF SERVICES
- ☒ EXHIBIT A-1 PROFESSIONAL SERVICES TASK ORDER
- ☒ EXHIBIT B: SCHEDULE OF PERFORMANCE
- ☒ EXHIBIT C: COMPENSATION
- ☒ EXHIBIT C-1: SCHEDULE OF RATES
- ☒ EXHIBIT D: INSURANCE REQUIREMENTS

***THIS AGREEMENT IS NOT COMPLETE UNLESS ALL SELECTED EXHIBITS ARE ATTACHED.***

**CONTRACT No. C25191402**  
**SIGNATURE PAGE**

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

**CITY OF PALO ALTO**

**CONSULTANT**  
**RAIMI & ASSOCIATES, INC.**

**Officer 1**

DocuSigned by:

*Matt Raimi*

4E7994AE83D64E2...

By: \_\_\_\_\_

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

Name: Matt Raimi

Title: President & CEO

[matt@raimiassociates.com](mailto:matt@raimiassociates.com)

\_\_\_\_\_  
City Attorney or designee

**Officer 2** (Required for Corp. or LLC)

DocuSigned by:

*Simran Malhotra*

738FBD6536F74D6...

By: \_\_\_\_\_

Name: Simran Malhotra

Title: Vice President & Principal

[simran@raimiassociates.com](mailto:simran@raimiassociates.com)

## **EXHIBIT A SCOPE OF SERVICES**

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled “SCOPE OF SERVICES”. Notwithstanding any provision herein to the contrary, CONSULTANT’s duties and services described in this Scope of Services shall not include preparing or assisting CITY with any portion of CITY’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Scope of Services.

CONSULTANT will complete an area plan by establishing goals, policies, and implementation programs for land use, transportation, critical infrastructure, and other improvements that will support the redevelopment of the area surrounding San Antonio Road.

### **Task 1: Project Initiation**

#### **1.1 Project Kick-off & Site Tour**

CONSULTANT will prepare for and attend an in-person kick-off meeting and site tour. The following items will be discussed at the kick-off meeting:

- Project goals, objectives, and assumptions.
- Scope of work, deliverables, expected outcomes, schedule, and responsibilities.
- Identify and prioritize major issues to be addressed.
- Review data needs and confirm what additional information is available.
- Confirm the project management and communication tools, protocols, and forums, project team attendance at meetings, method of invoices, and project progress reports.

Additionally, CONSULTANT will submit a comprehensive data request to gather and review relevant information to draft the Area Plan. This may include relevant policy documents, plans, regulations, and GIS data layers.

#### *1.1 Deliverables:*

- Kick-off meeting (in person)
- Agenda, project area tour, and summary notes (in person and electronic)
- Information needs memo (electronic)
- Memo summarizing management and communication tools, protocols and forums

#### **1.2 Review Data and Create Geospatial Database**

This task aims to establish a detailed and accurate baseline of existing conditions by collecting and analyzing quantitative and qualitative data from various reliable sources. It will also include a literature review of the following relevant documents, including, but not limited to, the Housing

Element, Comprehensive Plan, and the work completed by Cal Poly Students.

CONSULTANT will create a geospatial database with data provided by the CITY, including but not limited to existing land use, existing Comprehensive Plan land use designation, existing zoning district regulations, County assessor information, number of units per parcel, non-residential square footage per parcel, historic sites, street centerlines, parks, public facilities, transit routes, pipeline development projects, infrastructure trunk lines and other existing built environment information that may be necessary during the planning process.

CONSULTANT will work with the team in creating a base map and other geodatabase by sharing and editing the maps generated as a part of the Bicycle and Pedestrian Transportation Plan update. Additional data layers will be identified during Project Initiation. CONSULTANT will maintain this database to store, analyze, and map all relevant data about the project. Upon completion of the project, CONSULTANT will transfer all map layers, graphics, and associated databases to the CITY for its continued use.

CONSULTANT will compile and review qualitative and quantitative data they gathered for the Bicycle and Pedestrian Transportation Plan Update, including multimodal intersection turning movement, speed, and volume counts collected in June 2024 and existing and proposed bicycle and pedestrian infrastructure.

### *1.2 Deliverables:*

- Geospatial database (electronic)
- Base Map (electronic)

## **Task 2: Community Outreach and Engagement**

CONSULTANT is committed to creating plans with meaningful input and feedback from residents and other stakeholders. The following outreach and engagement methods are included in our scope:

- Project Fact Sheet
- Document template for meeting flyers and presentations
- Stakeholder Interviews (up to 24 stakeholder meetings)
- Citizen Advisory Group (CAG) Meeting (up to 6)
- Technical Advisory Group (TAG) Meetings (up to 6)
- Walk Audit (2)
- Community Workshops/Open Houses (3)
- Online Surveys (2)
- Engagement Toolkit/Pop-Ups (1)
- Study Sessions and Public Meetings with Commissions/Committees/Council (18)
- Adoption Hearings with the Planning and Transportation Commission (PTC) and the City Council (CC) are additional and included and budgeted in Task 8.2

The following are CITY responsibilities for Task 2: Community Outreach and Engagement

- Form and handle the logistics of establishing the CAG and the TAG.
- Coordinate, schedule, and organize CAG and TAG meetings.

- Identify an initial list of stakeholders for stakeholder interviews.
- Review agendas, meeting materials, reports, outreach materials, and other project-related documents as appropriate and provide timely feedback.
- Host the survey, and webpage, and update any public-facing document as required.
- Coordinate with CITY Departments as required.
- Secure location/venue for community workshops and pop-ups.
- Organize and facilitate additional pop-up events as required.
- Assist CONSULTANT at community outreach events.

The following are CONSULTANT responsibilities for Task 2: Community Outreach and Engagement

- Schedule, handle logistics, and conduct stakeholder interviews.
- Staff Community Workshops, Pop Up events, and other outreach events as appropriate.
- Provide translation services at the Community Workshops, Pop Ups, and other outreach events as required.
- Prepare, manage, and facilitate community surveys.
- Facilitate CAG and TAG meetings.
- Engage with decision-making bodies. Prepare presentations and be present to answer questions, if any, as defined in the scope of work.
- Provide Spanish translation and interpretation at the 3 Workshops

The following are the proposed engagement tasks for the San Antonio Road Area Plan.

### **2.1 San Antonio Area Plan Webpage**

CONSULTANT will coordinate with CITY staff on creating and maintaining the project webpage. CONSULTANT will be responsible for creating content for the webpage throughout the project. The initial content for a dedicated project page on the CITY's website will include project information, a schedule with key milestones, and deliverables. Subsequent updates to the webpage will include announcements, upcoming meetings, and online engagement activities. The project website may allow for comments and conversations with the community.

In addition, CONSULTANT will prepare document templates for meeting flyers and presentations to be used throughout the project. All project documents and outreach materials will incorporate any branding or logos prepared by the CITY. The CITY will host, upload, and maintain the project webpage.

#### **2.1 Deliverables:**

- Webpage content
  - Create initial content for project webpage with ongoing updates.
  - Provide up-to-date information and materials on meetings, events, and relevant public documents, flyers, presentations, and/ or any ongoing edits and updates.

### **2.2 Community Outreach and Engagement Strategy**

In conjunction with CITY staff, CONSULTANT will prepare an outreach and engagement strategy incorporating tasks outlined in this Task. These will be further refined at the outset of the project to align with the methods and approaches that work best for the CITY. The engagement strategy



will be designed to outline meeting types, desired outcomes, schedules, activities, materials, and roles and responsibilities.

This task assumes a virtual meeting with CITY staff to discuss and refine the engagement plan at the outset of the project, and again after the first community meeting to evaluate and make refinements to the engagement strategy to ensure its effectiveness.

CONSULTANT will prepare, organize, manage, and facilitate an engagement strategy that will enable the CITY and CONSULTANT to engage closely with key stakeholders in the study area and the broader community. Outreach methods will invite a diversity of community members—property owners, residents, community organizations, businesses, developers, visitors, and CITY officials - to come together to guide the Plan. The identified strategies to engage community members include stakeholder meetings, community workshops, pop-ups, online surveys, other digital engagement including web maps, and meetings with advisory groups, commissions, and decision-makers.

Our engagement efforts center around key values:

- Establish a firm understanding of community concerns and desires;
- Demonstrate transparency throughout the process;
- Create consistent messaging;
- Establish clear objectives and desired outcomes for each engagement opportunity;
- Offer various methods of community participation;
- Ensure engagement materials are visually attractive and easy-to-understand for diverse, multilingual residents; and
- Promote a culture of open dialogue with stakeholders.

As part of this task, CONSULTANT will create a 2-page fact sheet at the outset of the project to inform community members about the project and how to get involved.

## *2.2 Deliverables:*

- Draft and Final Outreach and Engagement Strategy (electronic)
- Project Fact Sheet

## **2.3 Community Advisory Group (CAG) Meetings (up to 6 meetings)**

CONSULTANT will prepare for, attend, and facilitate up to six Community Advisory Group meetings. The CAG will advise, review, and provide feedback on key project deliverables. CONSULTANT anticipates the meetings to align with the project phases as described above. The CAG is anticipated to be between 12- 15 members. The topics, meeting agenda, and materials of these CAG meetings will be finalized in collaboration with the CITY staff.

## *2.3 Deliverables:*

- Meeting agendas, reports, memos, and associated materials relevant to the meeting
- Presentation slides, present information, and facilitate discussion
- Meeting summary briefs (electronic)

## **2.4 Technical Advisory Group (TAG) Meetings (up to 6 meetings)**

CONSULTANT will prepare for, attend, and facilitate up to six meetings with members of the

Technical Advisory Group with approximately 15 individuals. The TAG will provide detailed technical input/feedback on key project deliverables and help ensure alignment between the Area Plan efforts and other local and regional planning efforts. Several of the meetings will be with the full TAG while others will be with individual departments to discuss specific topics. Staff anticipates that the full meeting of the group will occur in three phases of the project:

- Project kick-off
- The preferred land use concept to discuss any potential cross-cutting issues
- During the policy development phase

Between these meetings, CONSULTANT will meet with various CITY departments and outside agencies to discuss topic-specific questions and issues. The “serial meeting” approach is expected to be more effective at delving into the issues and more efficient for CITY and agency staff. The topics of these TAG meetings will be finalized in collaboration with the CITY staff.

#### *2.4 Deliverables:*

- Meeting agendas, reports, memos, and associated materials relevant to the meeting
- Presentation slides, present information, and facilitate discussion
- Meeting summary briefs (electronic)

### **2.5 Stakeholder Meetings and Stakeholder Surveys (up to 24 stakeholder meetings)**

CONSULTANT will conduct up to 24 stakeholder meetings during the project initiation phase to get insight into issues, concerns, and opportunities (as described above). The meetings will be over the phone/Zoom. CONSULTANT will gather and review background materials that pertain directly to the project and the specific interests of key stakeholders ahead of the interviews. It is CONSULTANT’s responsibility to schedule and conduct these interviews.

The initial list of stakeholders will be identified by staff and may include City Council members, Commissioners, property owners, advocacy organizations, business owners, developers, community leaders, and other technical stakeholders and subject matter experts. CONSULTANT will prepare a summary of the results of the stakeholder interviews which will be shared with the TAG and CAG.

#### *2.5 Deliverables:*

- Interview invitation letter
- Survey/interview questionnaire
- Facilitate stakeholder interviews/surveys
- Stakeholder Interview/Survey Summary Report (electronic)

### **2.6 Pop-Ups**

CONSULTANT will plan and facilitate a pop-up event as an opportunity to get the word out about the project and project website, provide a schedule of upcoming engagement opportunities, and solicit input on broad issues and needs for the Plan Area. A toolkit will be prepared by CONSULTANT and provided to the CITY to be reused as required.

The pop-up material toolkit will include a printable project flyer with information on the project and a QR code to the project website, up to two exhibit boards, easy-to-implement interactive materials, and background information on the project.

## *2.6 Deliverables:*

- Pop-up toolkit
- Attend and facilitate one pop-up event
- Pop-up summary notes (electronic)

## **2.7 Community Workshops/Open Houses**

CONSULTANT will plan and facilitate up to three interactive and collaborative community workshops/open houses. Each three-hour workshop will include interactive exercises and may include a presentation. CITY staff shall secure locations and help with outreach.

- a) The first workshop will be held during the Project Initiation phase to provide an overview of the project and existing conditions and how the community input will be used; and will solicit input on vision, issues, and needs.
- b) A second workshop will be held during the Alternatives phase to present the Land Use/Mobility Alternatives for feedback.
- c) A third workshop will be held to review the Policy Recommendations and Standards.

As part of this effort, CONSULTANT will develop an electronic meeting flyer that can be distributed citywide and updated for each meeting.

CONSULTANT will provide simultaneous interpretation into Spanish at the three Workshops and will translate PPTs and boards into Spanish. Translation of longer products are not included.

## *2.7 Deliverables:*

- Community workshop agendas, presentation materials, information handouts and/or boards, and engagement tools (Dependent on the format of outreach events)
- Attend and facilitate up to three community workshops
- Meeting/event summary notes (electronic)
- Meeting flyer (electronic)
- Translation services to be provided by CONSULTANT for in-person meetings

## **2.8 Online Surveys**

CONSULTANT will develop two online surveys to reach a broader audience in the CITY during the existing conditions phase and the Land Use/ Mobility Alternatives phase. The surveys will be an “opt-in” survey and not statistically valid.

The first survey will occur near the beginning of the project and ask questions that are similar to the stakeholder interview. Topics may include vision, issues, and opportunities. The second survey will be focused on land use and mobility alternatives. This survey will include maps and graphics that represent different development and transportation directions for the San Antonio Road area. A web map component as required will be developed by CONSULTANT and hosted on the CITY’s webpage as a part of the survey. For each survey, CONSULTANT will summarize the top-line results in a memo.

## *2.8 Deliverables:*

- For each survey, CONSULTANT will prepare:
  - Admin Draft survey content
  - Screencheck draft survey content

- Final survey tool (with a software to be determined)
- Summary report (as a technical memo or PowerPoint) that focuses on the top-line results presentation (Admin and Final versions)

## **2.9 Walk Audit**

CONSULTANT will conduct two walk audits of San Antonio Road and adjacent streets in the Plan Area with Staff, CAG, TAG, and other key stakeholders. Each tour can accommodate up to 20 participants, including staff. The tour will facilitate an informal discussion with the group to identify concerns relating to access, safety, and comfort concerns, and discuss issues, opportunities, and standard practices as part of the Existing Conditions assessment. CONSULTANT will draw from experience working with community partners in Palo Alto to develop walking routes and discussion prompts to gather information.

### *2.9 Deliverables:*

- Walk audit map and questionnaire/feedback form
- Walk audit assessment summary report

## **2.10 Council/Commission/Committee Study Sessions and Updates**

CONSULTANT will hold four rounds of study sessions with the PTC and CC to provide regular updates and receive direction on the project. The first round of meetings will provide an update on the project, review existing conditions and stakeholder and community input, and seek input on the Vision. The second round of meetings will be to present the Land Use and Mobility Alternatives. The third round of meetings will be to review the Preferred Land Use and Mobility Plan. The fourth round will be to present and receive feedback on the Policy Recommendations. One presentation for each round will be developed.

Additionally, the team will hold three meetings with the Architectural Review Board to align with the first, second and fourth rounds referenced above. CONSULTANT will also hold two meetings each with the Pedestrian and Bicycle Advisory Committee (PABAC) and the Parks and Recreation Commission (PRC) to receive input on issues and opportunities and feedback on land use and mobility. Finally, CONSULTANT is expected to engage/ meet (up to 3 meetings) with other Committees and/ or Boards not already listed as required. The presentation materials from the TAG, CAG, or other Committee study sessions may be used at these additional meetings and only minor modifications to these materials will be made.

The following is a summary of the number of meetings included in this task:

- CITY Council (4)
- Planning and Transportation Commission (4)
- Architectural Review Board (3)
- Pedestrian and Bicycle Advisory Committee (2 virtual meetings)
- Parks and Recreation Commission (2)
- Additional meetings with Committees/ Commissions not listed (3)

Note that CITY staff will be responsible for staff reports for all of the meetings listed above.

### *2.10 Deliverables:*

- 4 PPT presentations (1 per round) corresponding to the rounds presented above
- Attend, present information, and facilitate discussion

- Meeting summary briefs (electronic)

### **Task 3: Existing Conditions Assessment**

The existing conditions analysis will include multiple technical memos that analyze and summarize existing conditions and outline opportunities and constraints for each topic. A draft and final version of each memo (tasks 3.1 – 3.9) will be prepared, with a concise executive summary of key findings at the start of each memo. SUBCONTRACTORS are responsible for the content and quality of their topic-specific technical memo. The executive summary from each memo will then be consolidated and translated into a concise overall Executive Summary Report with the memos as appendices and an accompanying presentation that highlights the takeaways from each memo and can be used to communicate the information clearly (task 3.10). The insights garnered from these studies will serve as the foundation for developing plan alternatives and the Area Plan. The topics for the existing conditions analysis are described below.

#### **3.1 Land Use and Zoning**

CONSULTANT will conduct a land use and urban design analysis of the study area that will include maps and descriptions of the existing physical context. This will include information on the existing physical conditions and regulatory framework which may include existing land use, development standards, zoning, Comprehensive Plan policy and land use designations, property ownership, prototypical site conditions along the corridor (e.g., typical parcel size, lot frontage, depth, block size, etc.), neighborhood adjacency conditions, opportunity sites, and other physical characteristics (urban form and character). In addition to sites identified in the Housing Element, CONSULTANT will analyze the plan area to identify other sites that may transition to residential or mixed-use development.

This report will also look at access (i.e., walksheds) to a range of uses within and near the study area including grocery stores, parks, schools, high-frequency transit, retail, and services.

#### *Task 3.1 Deliverables:*

- Admin Draft Memo
- Final Memo

#### **3.2 Housing, Growth, and Displacement Risk**

SUBCONTRACTOR (Strategic Economics) will prepare a profile of existing market rates and affordable housing within the Plan Area. This profile will be based on U.S. Census data regarding housing unit counts, characteristics, household tenure, income levels, etc., and on CITY of Palo Alto data tracking deed-restricted affordable housing by income level. CoStar data will also be used to identify properties with characteristics suggesting they provide relatively affordable market-rate housing.

A residential displacement risk analysis will accompany the housing profile to inform plan policies regarding the need for the production and preservation of affordable housing and the protection of tenants. The risk analysis will incorporate relevant findings from Palo Alto's Housing Element, the UC Berkeley Urban Displacement Project, and population and household indicators relevant to disadvantaged groups. This work will build off SUBCONTRACTOR (Strategic Economics') ongoing displacement, equity, and affordable housing analyses for the Palo Alto Downtown

Housing Plan.

*Task 3.2 Deliverables:*

- Admin Draft Memo
- Final Memo

### **3.3 Transportation and Mobility**

SUBCONTRACTOR (Kittelson) will prepare maps, analyses, and narratives to describe the physical context, sociodemographic context, and transportation and circulation context within the study area. Topics to be addressed and performance measures to be evaluated in this assessment will be selected in coordination with CITY staff. They may include comfort (e.g., bicycle facility presence/type, sidewalk presence/width, presence of street trees/landscaping, bicyclist level of traffic stress), safety (e.g., collision history, vehicle volume, vehicle speed, intersection queuing), accessibility (e.g., signal timing, presence of curb ramps, median islands, crossing features) and sustainability (e.g., mode share, walk/bike/transit supportive amenities, landscaping, vehicle miles traveled), among others.

CONSULTANT will build on the data review and mapping completed in Task 1 and conduct a field visit, interviews, and desktop reviews to verify conditions within the study area. These reviews will consider things like bicycle facility width, pavement condition, sidewalk presence, ADA treatments, driveway presence, curb radii, and other elements that may affect the experience of people walking and biking throughout the area and inform development of concepts.

CONSULTANT will collect the following counts to understand hourly and daily vehicle volumes on the corridor:

- 72-hour vehicle volume, vehicle classification, and speed counts at two locations along the corridor
- Weekday AM and PM peak period multimodal (vehicle, bicycle, and pedestrian) turning movement counts at the following four signalized intersections along the corridor: E Charleston Rd, Leghorn St, Middlefield Rd, and Nita Ave. As part of the Local Transportation Impact Analysis described in Task 7, turning movement counts are proposed for up to 10 additional locations, for a total for 15 intersections.

*Task 3.3 Deliverables:*

- Admin Draft Memo
- Final Memo

### **3.4 Market and Economic Analysis**

SUBCONTRACTOR (Strategic Economics) will prepare a market assessment to identify opportunities and constraints for the development of housing and retail uses that provide resident services, amenities, and “third places.” The market assessment will estimate the strength of demand for different housing product types and retail land uses based on regional and local employment and household growth, the performance of existing supply (vacancy, rents/prices, recent construction), pipeline projects, input by local retail brokers, and consideration of the competitiveness of the San Antonio Road area relative to other locations. CONSULTANT will identify the strongest locations within the Plan Area for housing and retail uses, based on market conditions, broad development feasibility considerations, and retail locations that most effectively

serve residents.

CONSULTANT will also analyze the mix of existing businesses and jobs in and near the Plan Area. This analysis will identify the area's existing role within the economy, examine the potential role of local jobs in creating demand for housing within the Plan Area, and describe types of businesses that could potentially be lost due to the redevelopment of commercial and light industrial uses. The analysis will be completed using a combination of U.S. Census Longitudinal Employer-Household Dynamics employment data and CoStar tenant data for businesses located within the Plan Area.

*Task 3.4 Deliverables:*

- Admin Draft Memo
- Final Memo

### **3.5 Hazards, Public Safety, and Historic Resources**

SUBCONTRACTOR (David J Powers & Associates) will provide data on the existing conditions of the plan area regarding hazards that could impact the plan area such as flooding and sea-level rise, wildfires, seismic-related risk, and soil and groundwater contamination. This data will be based on existing documentation and supplemented by new analysis as required.

CONSULTANT will identify potential historic resources in the plan area and determine which buildings, if any, may be susceptible to seismic hazards. This data will be based on existing documentation and supplemented by new analysis as required.

CONSULTANT will identify any current issues related to police and fire capacity to provide the necessary data for analysis of future public service needs to support the CITY's planned growth, based on available data.

*Task 3.5 Deliverables:*

- Admin Draft Memo
- Final Memo

### **3.6 Parks, Open Space, and Public Facilities**

SUBCONTRACTOR (David J Powers & Associates) will identify any current issues related to public facilities' capacity, including parks and open space and school districts, to provide the necessary data for analysis of future public facility needs to support the CITY's planned growth, based on available data.

*Task 3.6 Deliverables:*

- Admin Draft Memo
- Final Memo

### **3.7 Noise and Air Quality**

SUBCONTRACTOR (Illingworth & Rodkin) will describe current health risk issues using Bay Area Air Quality Management District stationary permit data, traffic, and review of existing uses. Air quality impacts resulting from both construction and operation of the project will be addressed qualitatively and strategies will be identified to minimize impacts.

CONSULTANT will conduct a detailed noise monitoring survey of substantial noise sources and potential development sites. Existing noise levels, particularly in areas where new residential or sensitive developments are planned, will be documented to establish a baseline for noise impacts. This study will be used to create design standards to mitigate noise and air quality issues.

*Task 3.7 Deliverables:*

- Admin Draft Memo
- Final Memo

### **3.8 Infrastructure**

SUBCONTRACTOR (BKF) will review available documents and maps to assess the current infrastructure conditions, including stormwater, water supply, sewer, and dry utilities within the plan area. This task will focus on identifying the existing capacity and any major deficiencies that could impact future development.

*Task 3.8 Deliverables:*

- Admin Draft Memo
- Final Memo

### **3.9 Climate and Resilience**

CONSULTANT will prepare a report on the potential impacts of climate change in the Specific Plan area. It will document and characterize the existing and future climate hazards specific to the San Antonio corridor, including sea level rise, shallow groundwater rise, storm flooding, drought, and urban heat. It will also describe potential vulnerabilities and impacts within the area using recent analysis, such as the CITY's Sustainability and Climate Action Plan, 2022 Sea Level Rise Vulnerability Assessment and South San Francisco Bay Shoreline Phase II Feasibility Study.

The report will also document baseline conditions for canopy cover and open space as opportunities to mitigate and adapt to climate change through carbon sequestration, heat island reduction, air pollution reduction, and stormwater retention. The findings of the report, as well as data and maps, will inform Specific Plan policy development by highlighting local issues and potential climate impacts to consider in the Task 5 policy recommendations.

*Task 3.9 Deliverables:*

- Admin Draft Memo
- Final Memo

### **3.10 Existing Conditions Executive Summary and Presentation**

The executive summary from each memo will then be consolidated and translated into a concise Executive Summary with the memos attached as appendices. The Executive Summary will synthesize and summarize key findings and/or themes across the various technical memos included in Tasks 3.1 through 3.9. In addition, an accompanying presentation that highlights the key findings from these analyses will be prepared and used to communicate the information clearly and concisely. The presentation may include maps, diagrams, tables, and text summarizing the information from the memos.



*Task 3.10 Deliverables:*

- Executive Summary with brief overview of the key findings and/or themes across the topic-specific technical memos (Admin Draft and Final). Note that the Final will include the final technical memos from Tasks 3.1 to 3.9 as appendices.
- Existing Conditions Summary Presentation (Draft and Final)

**Task 4: Land Use and Mobility Alternatives**

During this task, CONSULTANT will prepare two or three land use/mobility alternatives for San Antonio Road that will be presented to the community and decision-makers. The process will begin with developing very high-level land use/mobility concepts for CITY feedback. The team will then study development and financial feasibility in detail to inform the development of implementable alternatives. The team will use this analysis to inform the land use/mobility alternatives that will be presented to the community for feedback and to obtain direction on a preferred plan. After receiving direction from the City Council, the team will summarize the preferred plan for City Council endorsement before writing the policy recommendations for the plan.

**4.1 Preliminary Land Use/Mobility Concepts and Vision**

Based on the input received to date, CONSULTANT will prepare a draft vision statement to set the framework for this task. CONSULTANT will also review and incorporate the community input at the visioning workshops conducted as part of the Cal Poly San Antonio Road Corridor Concept Plan effort.

CONSULTANT will develop preliminary land use/mobility concept diagrams. The conceptual alternatives will include ideas and options for land use mix, development intensity, mobility, and interconnectivity. CONSULTANT will first confirm with CITY staff whether there is a flexibility to create new land use designations or overlay districts, or whether existing land use designations should be used. The result will be two to three “bubble” diagrams and conceptual illustrations describing the concepts. The conceptual alternatives will be shared with CITY staff for feedback.

*4.1 Deliverables:*

- Draft Vision Statement
- Preliminary Land Use/Mobility Concepts presentation

**4.2 Opportunity Sites and Development Prototype Design Analysis**

CONSULTANT will develop massing diagrams/test fits for up to six example sites and/or development prototypes for development feasibility analysis and development/design standard analysis. The test fits will include 3D massing of the building and development statistics. The analysis will include how different development standards and land use strategies may impact development prototypes and feasibility. The project team will evaluate different development standards to ensure the standards enable the intended development. Following feedback from CITY staff, CONSULTANT will make one round of revisions to the site tests. The site tests will become the basis of diagrams for objective development standards.

*4.2 Deliverables:*

- Opportunity Site Analysis Memo that includes massing diagrams and site test fits.

**4.3 Financial Feasibility Analysis and Policy Recommendations**

SUBCONTRACTOR (Strategic Economics) will prepare and iteratively revise a financial feasibility analysis designed to inform land use and other policy and funding decisions in the Area Plan. Based on the market analysis and land use analyses, SUBCONTRACTOR (Strategic Economics) will identify up to six development prototypes that represent common site conditions and development product types. Three of the six could potentially reflect “bonus” versions of the other two prototypes based on the use of State Density Bonus laws. The parameters of the prototypes themselves will be estimated by the CONSULTANT. These prototypes will likely consist of residential uses, but other uses could be substituted if necessary for determining a density bonus and community benefits program for nonresidential development.

SUBCONTRACTOR (Strategic Economics) will build a pro forma model that tests the financial feasibility of the six development prototypes. Assumptions will be informed by interviews with developers and general contractors, as well as market and construction cost data sources and verification of applicable fees by the CITY. The results of the analysis will examine the feasibility of the prototypes under today’s conditions, identify regulatory constraints, test sensitivity to changes in development conditions, and assess the potential capacity of development to support impact fees or other infrastructure contributions.

The study could potentially examine the potential to support an optional density bonus program in exchange for community benefits contributions; however, this approach is less relevant for housing prototypes given State laws enabling density bonuses and accompanying concessions/incentives and waivers from local requirements. Alternatively, the study can inform consideration of other types of mandated contributions such as inclusionary housing units.

The pro forma analysis will be iteratively modified up to four times to reflect tests for different policy and regulatory decisions—such as the need for land dedications—and minor modifications to the development prototypes and pro forma assumptions.

#### *4.3 Deliverables:*

- Financial Feasibility Analysis and Policy Recommendations

#### **4.4 Land Use/Mobility Alternatives**

Based on the CITY's comments on the Preliminary Land Use/Mobility concepts, Land Use/Mobility Alternatives will be prepared to present to advisory groups and decision-making bodies for feedback. These land use alternatives will be informed by the Opportunity Sites and Development Prototype design analysis and the financial feasibility analysis. The alternatives will include alternative strategies for the public realm design including the creation of new open spaces and improvements to mobility infrastructure and streetscape character.

SUBCONTRACTOR (Kittelson) will analyze up to three alternatives against the set of evaluation criteria established based on the project goals and priorities. The evaluation will address multimodal impacts on the area and subareas in both current and future conditions and an assessment of trip patterns, quality, and relative safety of travel by all modes. The criteria will be a mix of quantitative and qualitative measurements or assessments depending on the criterion under focus and the availability of information to support the evaluation. Example criteria include the number and proportion of residents within a 10-minute walk of retail or other use or the number and proportion of residents within a 10-minute low-stress bike ride of retail or other use.

SUBCONTRACTOR (Kittelsohn) will prepare up to five graphics per alternative. The scope and budget assume that SUBCONTRACTOR (Kittelsohn) will prepare a series of graphics to illustrate the land use/mobility alternatives and results of the analyses, which may include any combination of the following: land use regulatory map; street section; area/building cross section; tables and graphs with summary statistics; building prototype images; map of key mobility and streetscape improvements (e.g., cross-section, plan views, renderings, maps).

#### *4.4 Deliverables:*

- Land Use/Mobility Alternatives and Memo, including graphics

#### **4.5 Preferred Land Use/Mobility Plan**

CONSULTANT will consolidate feedback on the alternatives from the community engagement efforts and work with the team to develop the preferred land use/mobility plan. The Preferred Land Use/Mobility Plan memo will include a land use and mobility diagram, a summary of opportunity sites, and a description of the key land use and mobility features. In addition, an outline of building types with example images will be used to illustrate the land use recommendations. CONSULTANT will refine the graphics from Task 4.2 to prepare up to four final graphics to illustrate the mobility features of the Preferred Plan. This will be supplemented by additional graphics to illustrate various concepts of the preferred land use and mobility concepts. The specific graphics will be discussed with staff during the project but may include renderings, additional street sections, photosimulations, and animations. SUBCONTRACTOR (Kittelsohn) will develop planning-level cost estimates for the transportation infrastructure that considers key factors, such as right-of-way acquisition. SUBCONTRACTOR (Kittelsohn) will also provide a plan for funding and implementation.

This task will include a staff work session across departments to confirm the preferred plan before a meeting with the CITY Council to endorse it as the foundation for drafting the Area Plan.

#### *4.5 Deliverables:*

- Preferred Land Use/Mobility Plan and Memo

### **Task 5: Analysis and Policy Recommendations**

Following the identification of a preferred plan, CONSULTANT will prepare a series of analyses that will inform different elements of the Area Plan. Each task below will result in a draft and final memo providing policy recommendations for a given plan topic. These tasks will outline draft policies and standards that will form the basis of the Admin Draft Area Plan in Task 6.

#### **5.1 Land Use Policy Recommendations**

CONSULTANT will prepare policy recommendations that are informed by the preferred plan and the opportunity and feasibility analysis in the previous task. CONSULTANT will provide detailed recommendations for land use, urban design, placemaking, priority development projects, and development buildout potential. The policy recommendations will include priority development projects, establishing land use needs such as new or improved parkland and open spaces, access to community amenities and commercial services, and mobility access to services. The Land Use Policy Recommendations Memo will include:

- Draft Land Use Map and Summary Statistics
- Place Type and Building Type Summary with Example Images
- Public Open Space Strategy
- Analysis and Massing Design Studies of Key Locations (up to 3 locations)
- Public and Private Realm Sense of Place and Urban Design Recommendations

#### *5.1 Deliverables:*

- Draft and Final Land Use Policy Recommendations

### **5.2 Draft Development and Design Standards**

CONSULTANT will develop draft and final development standards for mixed-use and multifamily development. Through meetings with the ARB, CONSULTANT will collaborate to ensure the development standards meet the goals and objectives of the CITY. The development standards may build on Chapter 18.24 Contextual Design Criteria and Objective Design Standards in places and may deviate from those standards to create a unique sense of place and identity for the San Antonio Road area.

The standards will include building design standards (densities, height, setbacks, FAR), private realm standards, and public realm standards (tree canopy standards, public gathering places, streetscapes/landscape). The standards may include developing specific development standards for particularly large parcels or an assemblage of many parcels held under common ownership or other key properties critical to support infrastructure improvements or other public benefits.

#### *5.2 Deliverables:*

- Draft and Final Development and Design Standards

### **5.3 Transportation, Mobility, and TDM**

SUBCONTRACTOR (Kittelson) will coordinate with CITY staff to develop recommendations related to transportation access and circulation, including site access requirements and transportation demand management measures to support safety and access for people walking, biking, and rolling. These recommendations will act as a roadmap for CITY staff and include policies and projects to implement, as well as provide guidance on advancing these policies and projects through to funding and implementation. CONSULTANT will also draw from work on the Palo Alto Bicycle and Pedestrian Transportation Plan Update to inform the policy framework section, including programs and policies from the Sustainability and Climate Action Plan and regional transportation plans.

#### *5.3 Deliverables:*

- Transportation, Mobility, and TDM Policy Recommendations Memo

### **5.4 Resilience and Climate Adaptation Analysis**

Based on the findings and assessment from Task 4.1, CONSULTANT will develop a series of policy options to address the potential impacts of climate change on the San Antonio area. These will focus primarily on sea level rise, flooding, groundwater, drought, and urban heat. For sea level rise and flooding, options will be dependent on the implementation of the SAFER Bay or Shoreline Phase II projects and green infrastructure, with groundwater rise considered. Ideas for the open space network, tree canopy, street design standards, and landscaping and site design standards will

be developed to address urban heat, drought, and air quality issues.

#### *5.4 Deliverables:*

- Resilience and Climate Adaptation Policy Recommendations Memo

### **5.5 Affordable Housing and Equity Strategy**

Building off the findings of the Housing Profile and Displacement Risk Analysis, CONSULTANT will examine existing affordable housing opportunities and resources to develop an affordable housing and equity assessment and strategy for the Area Plan. CONSULTANT will interview CITY staff and local affordable housing developers and will review relevant documents such as the Palo Alto Housing Element, new State legislation, and findings from the Palo Alto Downtown Housing Plan equity and housing analyses to understand the existing conditions for affordable housing development and preservation in the Plan Area. CONSULTANT will also evaluate existing affordable housing policies, requirements, and funding tools at the local, county, and state levels. CONSULTANT will summarize the key opportunities, constraints, and policy opportunities to enhance tenant protections and affordable housing production and preservation in the Plan Area and to address identified equity needs.

#### *5.5 Deliverables:*

- Affordable Housing and Equity Assessment and Policy Recommendations Memo

### **5.6 Infrastructure Improvements and Costs**

Building on the existing conditions analysis, SUBCONTRACTOR (BKF) will evaluate the infrastructure needs for future development within the plan area. This includes determining potential upgrades or expansions required for stormwater, water supply, sewer, and dry utilities to support the proposed build-out. CONSULTANT will also prepare probable construction cost estimates for the required improvements to ensure adequate service levels, including costs related to public street improvements.

#### *5.6 Deliverables:*

- Infrastructure Recommendations Memo

### **5.7 Financing Cost Estimates and Funding Options**

SUBCONTRACTOR (Strategic Economics) will prepare a funding strategy for infrastructure costs, with a focus on near- to mid-term strategies for moving projects or opportunities forward within the Plan Area. Based on the infrastructure items and costs identified by other SUBCONTRACTORS, CONSULTANT will recommend funding and financing sources and strategies for constructing infrastructure necessary to support land uses and for delivering other improvements identified in the Area Plan. CONSULTANT will include consideration of district-based funding and financing tools, how to combine funding sources, the timing of funding available from different funding tools, and where to target early public investments.

#### *5.7 Deliverables:*

- Financing and Funding Recommendations Memo

### **5.8 Environmental Mitigation: Development Standards for Air & Noise**

SUBCONTRACTOR (Illingworth & Rodkin) will evaluate potential air quality and health-risk

impacts on new developments near sources of air pollution, considering both construction and operational phases. Specific mitigation measures will be proposed, including best practices for dust control during construction and strategies to reduce long-term emissions. Additionally, identify development standards for private projects that ensure buildings are designed to mitigate air quality concerns, such as incorporating pollution-reducing technologies and materials.

CONSULTANT will assess the impact of transportation noise on new developments and propose mitigation measures to reduce noise levels in outdoor activity areas and within buildings. This includes identifying development standards for private projects, such as enhanced building insulation, strategic site planning, and noise barriers, to ensure new developments meet CITY noise standards and protect residents from freeway noise. CONSULTANT will evaluate the impact potential for noise impacts associated with the project, such as construction noise impacts on existing residences or the potential for increased traffic noise levels along the common streets serving the Plan Area.

#### *5.8 Deliverables:*

- Environmental Mitigation Recommendations Memo

### **Task 6: Area Plan Development**

#### **6.1 Area Plan Outline and Format**

CONSULTANT will prepare an outline of the Area Plan contents and a formatted template for the document for review by CITY staff. CONSULTANT will make modifications based on staff feedback.

#### *6.1 Deliverables:*

- Area Plan outline (draft and final)
- Area Plan document format template (draft and final)

#### **6.2 Administrative Draft Area Plan**

CONSULTANT will prepare the Administrative Draft Area Plan, which will include the components listed below. This task will involve transferring over the standards and policies from the final policy recommendation memos in Task 5 into formatted Plan chapters.

- Vision + Goals
- Land Use
- Housing
- Resilience and Climate Adaptation
- Equity
- Development and Design Standards
- Transportation and Mobility
- Infrastructure
- Implementation

#### *6.2 Deliverables:*

- Administrative Draft Area Plan (Word Doc without Graphics)

#### **6.3 Screen check Draft Area Plan**

CONSULTANT will integrate comments from the Administrative Draft Area Plan to prepare a

screen check draft plan as it will include all graphics, maps, illustrations, and photos in the final layout. This version of the plan will be prepared in InDesign.

#### *6.3 Deliverables:*

- Screen check Draft Area Plan (InDesign and PDF w/ Graphics)

#### **6.4 Public Hearing Draft Area Plan**

CITY shall provide a single set of non-conflicting comments on the Screen Check Draft Area Plan to CONSULTANT. Minor formatting, clarifications, and typographic edits are expected at this stage. CONSULTANT will integrate comments from the Screen Check Draft Precise Plan to prepare the Public Hearing Draft Area Plan.

#### *6.4 Deliverables:*

- Public Hearing Draft Area Plan (InDesign and PDF w/ Graphics)

### **Task 7: Area Plan Environmental Documents**

CONSULTANT will prepare an appropriate environmental analysis for the Area Plan, concurrent with prior tasks, per the California Environmental Quality Act (CEQA), including meeting timelines and filing requirements and responding to public comments. The environmental analysis shall be comprehensive to eliminate the need for additional project-level analysis following plan adoption.

*Note: This Plan will follow the “Community Plans” process for environmental review referenced under CEQA Chapter 2.6. General [21083.3(e)]. To the extent feasible, CONSULTANT shall rely on the CITY’s certified Comprehensive Plan EIR or subsequent documents.*

The tasks for the preparation of a full EIR are provided below.

#### **7.1 Environmental Impact Report (EIR) - Administrative Draft**

SUBCONTRACTOR (David J Powers & Associates), with support from SUBCONTRACTOR (Kittelson) and SUBCONTRACTOR (Illingworth & Rodkin), will conduct an impact analysis and prepare a comprehensive Administrative Draft Environmental Impact Report that addresses all CEQA requirements.

Included in Task 7.1 is preparation of the Project Description, Notice of Preparation (NOP), participation in a scoping meeting (virtual or in person) and assistance to CITY staff in preparing for the scoping meeting, preparation of the first draft of the EIR, up to three virtual project meetings with CITY staff and the project team to address issues that arise during preparation of the EIR, and preparation of the Mitigation, Monitoring and Reporting Program (MMRP). Revisions to the MMRP would be in concert with revisions to the EIR. All administrative/screen check drafts of the EIR and NOP will be submitted electronically in Word to allow the CITY to insert comments, along with a PDF format that includes all graphics.

As part of this task, SUBCONTRACTOR (Kittelson) will prepare an Administrative Draft 1 Transportation and Circulation EIR Section that presents the analysis of transportation-related impacts of one proposed project and up to three project alternatives. SUBCONTRACTOR (Kittelson) will present preliminary results for review by the CITY, via a teleconference or in-

person meeting, at least two weeks prior to submittal of the Administrative Draft 1 EIR Section. The goal of this preliminary review would be to assess results and impact determinations and determine if refinements or additional information is necessary. Furthermore, if required, the review will help identify feasible mitigation measures to reduce project impacts and the methodology for evaluating the effectiveness of those mitigation measures.

As part of the EIR, SUBCONTRACTOR (Kittelson) will prepare a Local Transportation Impact Analysis (LTA) report for the proposed project. The LTA will incorporate analysis elements and assumptions from the EIR to the maximum extent feasible, with additional analysis elements per the CITY's LTA policy.

Key assumptions for the LTA are as follows:

- The LTA will address the proposed project but will not include the three project alternatives.
- The LTA will include existing and cumulative conditions with and without the project (four scenarios total). Given the long-term nature of the proposed project, the background/near-term analyses are not proposed.
- For budgeting purposes, up to 15 analysis intersections are assumed. Intersections within the Santa Clara VTA Congestion Management Program (CMP) will be prioritized.

Assumptions for the optional LTA analyses are as follows:

- Traffic Infusion on Residential Environments (TIRE) analysis – This analysis is assumed for up to ten (10) roadway segments.
- Queuing Analysis – This analysis is not included given that the specific plan land uses will be programmatic in nature.
- Transit Analysis – The LTA transit analysis will reflect the analysis, evaluation, and recommendations from the specific plan and EIR. No additional LTA-specific analysis is assumed.
- Bicycle and Pedestrian Circulation Study – This study will reflect the analysis, evaluation, and recommendations from the specific plan and EIR. No additional LTA-specific analysis is assumed.
- Parking Analysis - This study will reflect the analysis, evaluation, and recommendations from the specific plan and EIR. No additional LTA-specific analysis is assumed.

All background information used in the analysis will be submitted to the CITY as part of the technical appendices to deliverables and will be provided to the environmental CONSULTANT for use in the Administrative Record.

SUBCONTRACTOR (Kittelson) will prepare an Administrative Draft 2 EIR Section, followed by a Screencheck EIR section and Final Draft EIR Section for CITY's approval. The Final Draft EIR Section will be included in the Draft EIR document. SUBCONTRACTOR (Kittelson) will incorporate one consolidated set of comments for each administrative draft EIR Section.

#### *7.1 Deliverables:*

- Project Description
- Notice of Preparation
- Scoping Meeting
- Draft Tribal Notification Letter



- 1st Administrative Draft EIR
- 2nd Administrative Draft EIR
- Screen check Administrative Draft EIR

## **7.2 EIR - Public Review Draft**

SUBCONTRACTOR (David J Powers & Associates) will prepare a Public Review Draft EIR based on the comments received from CITY staff on the EIR - Administrative Draft.

Task 7.2 includes finalizing the Public Draft EIR for circulation and preparation of all necessary notices including the Notice of Availability (NOA) and Notice of Completion (NOC). SUBCONTRACTOR (David J Powers & Associates) are designated submitters for Palo Alto and will submit the EIR and notices to the State Clearinghouse through CEQANet. The Public Draft EIR will be submitted to the CITY in PDF format with a linked Table of Contents and formatted for easy viewing on the CITY's website.

### *7.2 Deliverables:*

- Notice of Availability
- Notice of Completion
- Public Review Draft EIR

## **7.3 EIR – Final**

CONSULTANT will respond to environment-related comments received from the public during the public review and comment period in the Final EIR.

Included in Task 7.3 is preparation of written responses to all comments received during the public comment period for the EIR, and documentation of text edits to the EIR, if required. (Note that SUBCONTRACTOR (Kittelton) will prepare written responses to transportation and circulation-related comments and final MMRP for transportation and circulation.) This task includes up to two virtual project team meetings to coordinate on responses and, if necessary, additional analysis. This scope assumes one administrative draft Final EIR and one screen check Final EIR. The final draft of the MMRP will also be completed once all text edits are confirmed. The administrative and screen check drafts of the Final EIR will be submitted electronically in word. If graphics are revised, those will be submitted as a separate file. The word file will be provided to allow the CITY to insert comments. The Final EIR will be submitted to the CITY in PDF format with a linked Table of Contents and formatted for easy viewing on the CITY's website.

After completion of the public hearings, SUBCONTRACTOR (DJP&A) will prepare and submit the Notice of Determination to the CITY in PDF format for filing. SUBCONTRACTOR (David J Powers & Associates) will submit the Final EIR and NOD to the State Clearinghouse through CEQANet.

### *7.3 Deliverables:*

- Responses to Comments
- Mitigation and Monitoring Reporting Program
- Administrative Draft Final EIR
- Screen check Final EIR
- Final EIR
- Notice of Determination

## **Task 8: Area Plan Adoption and Implementation**

This task covers plan review by the public, the adoption hearings, and steps needed to transfer knowledge to CITY staff to implement the Plan.

### **8.1 Digital Public Comment Matrix**

To obtain feedback on the Public Draft Area Plan, CONSULTANT will prepare an online feedback form using JotForm or SurveyMonkey. The feedback form will allow interested parties to provide comments on the document by chapter and/or section. Using this tool will allow CONSULTANT and CITY staff to organize public comments. CONSULTANT will provide the results to CITY staff. CONSULTANT and CITY staff will review the comments and determine the changes that should be made to the Plan.

#### *8.1 Deliverables:*

- Digital Public Comment Matrix

### **8.2 Adoption Hearings**

CONSULTANT will prepare a single, brief (20-30 slide) PowerPoint presentation summarizing the Area Plan content and proposed changes to the Plan based on public comments for use during the adoption hearings. CONSULTANT will attend up to three hearings each with the PTC and the City Council (budgeted for a total of six meetings). The environmental CONSULTANT will also provide staff support as necessary at up to four total public hearings during the preparation of the environmental analysis, including giving presentations to each body on the status of the environmental analysis and responding to questions.

#### *8.2 Deliverables:*

- Presentation and attendance for hearings

### **8.3 Final San Antonio Road Area Plan**

Based on CITY Council action and final text changes provided by CITY staff, CONSULTANT will prepare the Final Area Plan document. The document will be provided in PDF format. CONSULTANT will prepare a graphics file package including In-design files, maps, and diagrams.

#### *8.3 Deliverables:*

- Final Area Plan and graphics file package

## **Task 9: Project Management and Coordination**

### **9.1 City Meetings and Coordination**

At the beginning of the project, CONSULTANT will prepare project management tools for communication and data exchange. This may include services such as SharePoint, Google Drive or similar software. The purchase of subscriptions to specific project management software and the time to learn and set up said software is not included in the budget.

CONSULTANT will prepare for and attend regular meetings with CITY staff and the project team to ensure clear project communication and ongoing coordination. CONSULTANT will be available for two (2) conference calls every month on average with the CITY's Project Manager and other identified staff to discuss project coordination and Plan Area topics, approximately one (1) hour each. CONSULTANT's project manager or a designated representative will be on each call. CONSULTANT will maintain an online document outlining agendas and meeting notes. Other team subject matter experts will attend as needed.

CONSULTANT will prepare a status report to be delivered with each monthly invoice for the duration of the project. The report will identify project status including percentage completed by task, completed deliverables and meetings, scope tasks in progress, next steps, and any issues to be addressed.

## **9.2 Team Coordination and Management**

This task includes regular coordination meetings and email communication with SUBCONTRACTOR. It also involves managing all tasks, providing necessary resources, setting task expectations, scheduling team meetings, and performing QA/QC on deliverables.

### **NOT A TASK: CITY Staff Support**

While CONSULTANT will do the bulk of the work on the project, CITY staff will serve as partners in the project every step of the way. The following is a preliminary list of the primary responsibilities of CITY staff:

1. The CITY will be responsible for forming and handling all logistics for the Citizen Advisory Group and Technical Advisory Group.
2. The CITY will provide correct and up-to-date data; CONSULTANT is not responsible for out-of-date or inaccurate information. Any changes in data that occur during the process will require a scope and budget amendment.
3. CITY review time for workshop materials and meeting materials will be approximately one week. CITY review of major products will be between two and four weeks, depending on the product and other responsibilities of CITY staff. All comments will be provided as a single consolidated set of non-conflicting and actionable comments.
4. CITY comments on the 2nd Administrative Draft Area Plan and EIR will be focused on typographical errors, minor clarifications, and formatting issues only. They will be provided in one consolidated set of comments.
5. CITY staff will serve as partners to CONSULTANT in the update process and will be responsible for, at minimum, the following activities:
  - Logistics and scheduling of all meetings.
  - Timely response to CONSULTANT questions.
  - Timely review of documents and materials prepared by CONSULTANT.
  - Costs of meeting facilities and supplemental costs of meetings and workshops such as refreshments
  - Identification of well-equipped and suitable locations for the hosting of large, in-person meetings.
  - Printing copies of documents (the team will provide electronic versions and CITY staff will be responsible for printing).

- Printing and mailing costs associated with the project that are not specifically identified in the scope of work.
  - Assisting with outreach to inform the community about planned events. CONSULTANT will rely on CITY staff for outreach methods including social media, e-mail blasts to interested parties, public notices, notices in newspapers, distributing meeting notices in public buildings, mailings, etc.
  - Coordinating with CITY staff in other departments throughout the project, including setting internal meetings.
  - Assisting with the facilitation of small group activities at workshops.
  - Staffing the pop-up workshops.
  - Other tasks as identified during the process.
6. CITY staff will be responsible for local noticing and distribution of public documents for the EIR. CONSULTANT will transmit the NOP to the State Clearinghouse on behalf of the CITY. This scope of work assumes the CITY will handle all local posting of the NOP (i.e., mailings, newspaper ads, and filing at the County Clerk).
7. Staff reports for all workshops, meetings, and hearings with the City Council, Planning and Transportation Commission and other CITY boards and commissions.

Additional notes:

- Exhibit A does not include a Water Supply Assessment (WSA); however, CONSULTANT can work with the water purveyor to provide data necessary for the WSA.
- Translation and interpretation are only being provided in Spanish for the Workshops.
- Any report, study or deliverable not specifically identified in this scope of work shall be completed with the additional services budget of the Agreement.

**EXHIBIT A-1**  
**PROFESSIONAL SERVICES TASK ORDER**

CONSULTANT shall perform the Services detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. CONSULTANT shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.  
OR PURCHASE ORDER REQUISITION NO. (AS APPLICABLE)

1A. MASTER AGREEMENT NO. (MAY BE SAME AS CONTRACT / P.O. NO. ABOVE):

1B. TASK ORDER NO.:

2. CONSULTANT NAME:

3. PERIOD OF PERFORMANCE: START: COMPLETION:

4. TOTAL TASK ORDER PRICE: \$

BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT \$

5. BUDGET CODE

COST CENTER

COST ELEMENT

WBS/CIP

PHASE

6. CITY PROJECT MANAGER'S NAME & DEPARTMENT:

7. DESCRIPTION OF SCOPE OF SERVICES (Attachment A)

MUST INCLUDE:

SERVICES AND DELIVERABLES TO BE PROVIDED

SCHEDULE OF PERFORMANCE

MAXIMUM COMPENSATION AMOUNT AND RATE SCHEDULE (as applicable)

REIMBURSABLE EXPENSES, if any (with "not to exceed" amount)

8. ATTACHMENTS: A: Task Order Scope of Services B (if any):

I hereby authorize the performance of the work described in this Task Order.

APPROVED:

CITY OF PALO ALTO

BY:

Name

Title

Date

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:

COMPANY NAME:

BY:

Name

Title

Date

## EXHIBIT B

### SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the Project Managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

<b>Milestones</b>	<b>Completion Number of Days/Weeks (as specified below) from NTP</b>
1. Task 1: Project Initiation	Projected 23 months, or to be determined by CONSULTANT and CITY's Project Managers within terms of Agreement.
2. Task 2: Community Outreach and Engagement	Projected 34 months or to be determined by CONSULTANT and CITY's Project Managers within terms of Agreement.
3. Task 3: Existing Conditions Assessment	Projected 6 months, or to be determined by CONSULTANT and CITY's Project Managers within terms of Agreement.
4. Task 4: Land Use and Mobility Alternatives	Projected 15 months, or to be determined by CONSULTANT and CITY's Project Managers within terms of Agreement.
5. Task 5: Analysis and Policy Recommendations	Projected 19 months, or to be determined by CONSULTANT and CITY's Project Managers within terms of Agreement.
6. Task 6: Area Plan Development	Projected 24 months, or to be determined by CONSULTANT and CITY's Project Managers within terms of Agreement.
7. Task 7: Area Plan Environmental Documents	Projected 34 months, or to be determined by CONSULTANT and CITY's Project Managers within terms of Agreement.
8. Task 8: Area Plan Adoption and Implementation	Projected 23 months, or to be determined by CONSULTANT and CITY's Project Managers within terms of Agreement.
9. Task 9: Project Management and Coordination	Projected 34 months, or to be determined by CONSULTANT and CITY's Project Managers within terms of Agreement.

☒ Optional Schedule of Performance Provision for On-Call or Additional Services Agreements.  
(This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

## **EXHIBIT C COMPENSATION**

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

CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below, provided that the total compensation for the Services, including any specified reimbursable expenses, and the total compensation for Additional Services (if any, per Section 4 of the Agreement) do not exceed the amounts set forth in Section 4 of this Agreement.

CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). CITY and CONSULTANT mutually agree that the level of effort for each task by firm is generally identified in the project budget. Any level of effort that exceeds the hours identified by task in the project budget shall be considered Additional Services.

### **BUDGET SCHEDULE**

<b>TASK</b>	<b>NOT TO EXCEED AMOUNT</b>
Task 1 (Project Initiation)	\$50,143
Task 2 (Community Outreach and Engagement)	\$427,952
Task 3 (Existing Conditions Assessment)	\$202,548
Task 4 (Land Use and Mobility Alternatives)	\$164,967
Task 5 (Analysis and Policy Recommendations)	\$158,651
Task 6 (Area Plan Development)	\$132,196
Task 7 (Area Plan Environmental Documents)	\$206,461
Task 8 (Area Plan Adoption and Implementation)	\$109,140
Task 9 (Project Management and Coordination)	\$228,414
Sub-total for Services	<b>\$1,680,472</b>
Reimbursable Expenses (if any)	<b>\$119,439</b>
<b>Total for Services and Reimbursable Expenses</b>	<b>\$1,799,911</b>
Additional Services (if any, per Section 4)	\$179,991
<b>Maximum Total Compensation</b>	<b>\$1,979,902</b>

## **REIMBURSABLE EXPENSES**

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, telecommunications (telephone, internet), insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: Translation and Interpretation (\$4,000), Traffic Counts and Transportation Data (\$15,000), 7% Project/Subcontractor Management (\$65,883), Travel-Printing-Supplies (\$6,320), 3% Office Expenses (\$28,236) up to the not-to-exceed amount of: **\$119,439**.

A. Travel outside the San Francisco Bay Area, including transportation and meals, if specified as reimbursable, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges, if specified as reimbursable, will be reimbursed at actual cost.

All requests for reimbursement of expenses, if any are specified as reimbursable under this section, shall be accompanied by appropriate backup documentation and information.



## EXHIBIT C-1 SCHEDULE OF RATES

CITY and CONSULTANT agree the rates listed below are valid through 2025. CONSULTANT & SUBCONTRACTORS have the option to increase rates in 2026 and 2027 so long as changes do not increase the not to exceed amount as noted in pursuant to Section 4 of the Agreement. CITY and CONSULTANT may at any time mutually agree to add new position titles, rates, and adjust listed rates so long as changes do not increase the not to exceed amount as noted in pursuant to Section 4 of the Agreement. CONSULTANT and SUBCONTRACTOR schedule of rates is as follows:

<b>Raimi &amp; Associates, Inc.</b>	<b>Hourly Rate</b>
Principal-in-Charge	\$285
Project Manager/ Community Engagement Lead (Associate Principal)	\$250
Lead Urban Designer	\$250
Senior Planner, Senior GIS	\$190
Inter. Planner/ Community Engagement Coordinator	\$160
Planner/ Urban Designer	\$160
Graphics	\$125
<b>Strategic Economics, Inc.</b>	
Principal	\$243
Senior Assoc.	\$206
Assoc.	\$155
Research Analyst	\$119
<b>Kittelsohn &amp; Associates, Inc.</b>	
Assoc. Planner	\$255
Senior Planner	\$225
Planner/Engineer	\$195
Analyst	\$175
GIS/ Graphics	\$165
<b>BKF Engineers</b>	
Principal	\$302
Assoc. Principal	\$273
Project Manager	\$260
Project Engineer	\$195
<b>David J. Powers &amp; Associates, Inc.</b>	
Principal	\$313
Senior Project Manager	\$244
Graphic Artist	\$128
<b>Illingworth &amp; Rodkin, Inc.</b>	
Principal	\$240
Senior Consultant	\$215
Consultant	\$195

EXHIBIT D  
INSURANCE REQUIREMENTS

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

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS AS SPECIFIED HEREIN.

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

- I. INSURANCE COVERAGE MUST INCLUDE:

A. CONSULTANT’S COMMERICAL GENERAL LIABILITY POLICY SHALL INCLUDE A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONSULTANT’S AGREEMENT TO INDEMNIFY CITY AS DEFINED AS AN INSURED AGREEMENT UNDER SAID POLICY.
- II. THE CONSULTANT MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING EMAIL: [PURCHASINGSUPPORT@CITYOFPALOALTO.ORG](mailto:PURCHASINGSUPPORT@CITYOFPALOALTO.ORG)
- III. ENDORSEMENT PROVISIONS WITH RESPECT TO THE INSURANCE AFFORDED TO ADDITIONAL INSUREDS:

A. PRIMARY COVERAGE

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

B. CROSS LIABILITY

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

C. NOTICE OF CANCELLATION

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

**EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE FILED WITH THE CITY OF PALO ALTO SENT TO THE FOLLOWING EMAIL:**  
**[PURCHASINGSUPPORT@CITYOFPALOALTO.ORG](mailto:PURCHASINGSUPPORT@CITYOFPALOALTO.ORG)**