

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
THE PLANNING CENTER | DC&E**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and The Planning Center | DC&E ("Consultant") (together sometimes referred to as the "Parties") as of May 20, 2013 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on November 20, 2014, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Four Hundred, Ninety-two Thousand, Two Hundred and Forty-five dollars (\$492,245.00) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant

for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and shall not exceed \$29,885. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.**

**4.1.1 General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agendas, and subcontractors.

**4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

**4.2 Commercial General and Automobile Liability Insurance.**

4.2.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

#### 4.3 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

#### 4.4 **All Policies Requirements.**

4.4.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

- 4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.
- 4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
  - Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Refer to the attached Exhibit B, which is incorporated herein and made a part of this Agreement.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect

at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
  - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City once payment has been received by the Consultant. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. If the City reuses any documents or other materials, including but not limited to those described above, pertaining to the project prepared by Consultant, for any purpose other than that for which such documents or other materials were originally prepared, or if the City causes such documents or other materials to be altered without Consultant's written consent, such reuse shall be at the City's risk. City and Consultant

agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law. In such a case the Consultant must immediately notify the City of the request or subpoena for such information and immediately deliver via facsimile or email any legal documents supporting the demand for said information.

- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

## **Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Sally Barros, Senior Planner ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:  
Steven Noack, Principal  
The Planning Center | DC&E  
1625 Shattuck Avenue, Suite 300  
Berkeley, CA 94709

Any written notice to City shall be sent to:  
Sally Barros, Senior Planner  
Community Development Department  
City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro CA 94577

With a copy to:  
City of San Leandro  
Department of Finance  
c/o Purchasing Agent  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A            Scope of Services, Compensation Schedule & Reimbursable Expenses  
Exhibit B            Indemnification

10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

CONSULTANT

\_\_\_\_\_  
Chris Zapata, City Manager

\_\_\_\_\_  
Steve Noack, Principal  
The Planning Center | DC&E

Attest:

\_\_\_\_\_  
Marian Handa, City Clerk

Approved as to Fiscal Authority:

\_\_\_\_\_  
David Baum, Finance Director

B701-220-2203  
Account Number

597-57-003-5120 (\$22,000; Traffic Report)  
Account Number

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

1969630.1

EXHIBIT A

SCOPE OF SERVICES, COMPENSATION SCHEDULE AND REIMBURSABLE EXPENSES

## EXHIBIT A: WORK SCOPE AND COSTS

This exhibit describes the scope of services, schedule, products and meetings for the San Leandro Shoreline Development Project EIR to be conducted by The Planning Center | DC&E for the City of San Leandro in cooperation with TranSystems Corporation, Kittelson & Associates (KAI), Environmental Collaborative, Alan Kropp & Associates (AKA), and Tom Origer & Associates. A summary of the work program is included in Table 1.

### I. SCOPE OF SERVICES

#### *Task A. Project Initiation and Project Management*

##### 1. NOTICE OF PREPARATION

The Planning Center | DC&E will prepare the Notice of Preparation (NOP) of an EIR pursuant to CEQA Section 15082. The NOP will include an environmental scoping study with a brief project history and a description of the topics to be analyzed in the EIR. The Planning Center | DC&E will be responsible for circulation to the State Clearinghouse. City staff will be responsible for publishing the notice in a local publication and for sending the notice to local property owners. The Planning Center | DC&E will provide 1 electronic copy (1 each in Word and PDF formats) and 2 hard copies of the NOP.

##### 2. PUBLIC AND AGENCY SCOPING MEETINGS

During the 30-day comment period on the NOP, The Planning Center | DC&E will conduct one scoping meeting for public agencies and one for the general public in order to hear comments on the environmental issues to be addressed in the EIR. It is assumed that the meetings will be held on the same day, with the agency meeting in the afternoon and the public meeting in the evening. City staff will arrange the meeting location and date. The Planning Center | DC&E will prepare a list of public agencies and organizations and will contact each regarding the scoping meeting. The Planning Center | DC&E will also mail all public notices of the meeting. The City will publish the notice in a local publication. Steve Noack and Kyle Simpson will prepare a presentation and will facilitate the scoping meeting. The Planning Center | DC&E will prepare a written summary of the environmental issues raised at the scoping meeting for inclusion in the Draft EIR.

**Table 1 Work Program Summary**

**Task A: Project Initiation & Project Management**

- |                                     |                           |
|-------------------------------------|---------------------------|
| 1. Notice of Preparation            | 4. Project Description    |
| 2. Public & Agency Scoping Meetings | 5. Weekly Status Meetings |
| 3. Kick-Off Meeting                 |                           |

**Task B: Transportation Impact Report**

- |  |   |
|--|---|
| 1. Project Initiation                          | 9. Parking Supply & Demand Analysis         |
| 2. Data Collection                             | 10. Alternatives Analysis                   |
| 3. Existing Conditions                         | 11. Technical Report                        |
| 4. Trip Generation, Distribution, & Assignment | 12. Inputs for Air Quality & Noise Analysis |
| 5. Travel Forecasts                            | 13. Administrative Draft EIRs               |
| 6. Traffic Operations Analysis                 | 14. Draft EIR                               |
| 7. CMP Analysis                                | 15. Meetings                                |
| 8. Detailed Site Plan Review                   |   |

**Task C: Environmental Review**

- |                                   |                                  |
|-----------------------------------|----------------------------------|
| 1. Aesthetics                     | 8. Land Use & Planning           |
| 2. Air Quality & Greenhouse Gases | 9. Noise                         |
| 3. Biological Resources           | 10. Population & Housing         |
| 4. Cultural Resources             | 11. Public Services & Recreation |
| 5. Geology & Soils                | 12. Utilities & Service Systems  |
| 6. Hazards & Hazardous Materials  | 13. Traffic & Transportation     |
| 7. Hydrology & Water Quality      |                                  |

**Task D: Alternatives Evaluation**

**Task E: Administrative Draft EIRs**

**Task F: Draft EIR & Public Review**

**Task G: Administrative Draft Response to Comments**

**Task H: Final EIR with Response to Comments**

**Task I: Mitigation Monitoring & Reporting Program**

**Task J: Findings & Statement of Overriding Considerations**

**Task K: Notice of Determination**

### **3. KICK-OFF MEETING**

The Planning Center | DC&E team will attend a kick-off meeting with City staff and project applicant representatives to discuss expectations and concerns, and to review key issues, information needs, work products, and delivery schedule. The methodology to be used for traffic modeling and impact analysis will also be reviewed at this meeting to ensure it is fully aligned with that used on other ongoing projects in San Leandro. After the kick-off meeting, The Planning Center | DC&E team will re-visit and photograph the project site, paying particular attention to features and issues identified at the kick-off meeting.

### **4. PROJECT DESCRIPTION**

The Planning Center | DC&E will draft a Project Description using graphics and textual information provided by the project applicant. The Project Description will include detailed information on the City and demolition, site preparation and construction, including project features designed to avoid or offset potential environmental impacts including stormwater, noise, and hazardous materials impacts. Within two weeks of the kick-off meeting, The Planning Center | DC&E will submit one electronic copy of the Project Description to City staff for review and comment. Upon approval by City staff, the Project Description will be distributed to The Planning Center | DC&E team for reference.

### **5. WEEKLY STATUS MEETINGS**

In addition to the scoping meetings and kick-off meeting The Planning Center | DC&E will facilitate weekly status meetings held each week from project start-up through to publication of the Draft EIR, and during subsequent document preparations stages in order to maintain close, effective communication between project team members and to ensure that obstacles to progress are addressed and resolved in a timely manner. The Planning Center | DC&E assumes 40 weekly status meetings. The Planning Center | DC&E will set up a conference line and each week at the appointed time City staff, project applicant representatives, and The Planning Center | DC&E team members will dial in to discuss and resolve any obstacles to progress. The Planning Center | DC&E will prepare and maintain a Project Schedule and an Action Item List that will serve as the basis for the weekly status meetings. The Action Item List will identify: subject, issue, action required, owner/responsible party, due date, and status.

*Task B. Transportation Impact Report*

KAI will prepare a stand-alone Transportation Impact Report to assess the impacts of the Shoreline Development project on the surrounding transportation system

The scope and budget will assume that up to 31 intersections will be analyzed, including the following intersections:

1. Davis Street (SR-112) & Doolittle Drive (SR-61) - Saturday
2. Davis Street (SR-112) & Phillips Lane
3. Davis Street (SR-112) & Warden Avenue-Timothy Drive
4. Davis Street (SR-112) & I-880 Southbound ramps
5. Fairway Drive 7 Aurora Drive - Saturday
6. Williams Street & Doolittle Drive
7. Williams Street & Westgate Parkway
8. Williams Street & Merced Street
9. Marina Boulevard & Doolittle Drive - Saturday
10. Marina Boulevard & Merced Street - Saturday
11. Marina Boulevard & Wayne Avenue-Teagarden Street
12. Marina Boulevard & Alvarado Street
13. Republic Avenue & Merced Street
14. Fairway Drive & Doolittle Drive - Saturday
15. Fairway Drive & Merced Street - Saturday
16. Fairway Drive & Miller Street
17. Aladdin Avenue & Teagarden Street
18. Aladdin Avenue & Alvarado Street
19. West Avenue 140th & Merced Street
20. Marina Boulevard & I-880 Southbound ramps - Saturday
21. Marina Boulevard & I-880 Northbound ramps - Saturday
22. San Leandro Boulevard & Marina Boulevard
23. Wells Fargo Driveway & Merced Street
24. Fairway Drive & Kaiser West Driveway
25. Marina Boulevard & Kaiser North-South Access Road - Saturday
26. Marina Boulevard & Aurora Road - Saturday
27. Marina Boulevard & Neptune Drive
28. Monarch Bay Drive & Mulford Point Drive
29. Monarch Bay Drive & Pescador Point Drive
30. Monarch Bay Drive & Fairway Drive

31. Davis Street (SR-112) & I-880 Northbound ramps
  - (1) 20, 21, and 25 are future signalized intersections intersection
  - (2) 5, 26, 27, 28, 29, and 30 are existing non-signalized intersections

The scope of work and cost estimate assume that 31 intersections will be analyzed. The final list of analysis intersections will be prepared using a screening analysis and input from the City. Based on the preliminary Project trip generation and distribution, KAI will conduct a screening analysis. All intersections in the Project vicinity that would be affected by at least 50 new peak hour trips will be considered for more detailed analysis. If the final list of analysis intersections exceeds 31, a budget adjustment may be required.

## 1. PROJECT INITIATION

KAI will review available documents and data from City and attend a kick-off meeting with City staff to refine the proposed scope of work. As part of this task, KAI will also determine and refine the specific tasks to be completed as part of the site planning effort versus the EIR effort. Based on the preliminary traffic assignments and in consultation with City staff, KAI will select any the additional study intersections for analysis.

## 2. DATA COLLECTION

1. The City has already compiled existing counts for 23 intersections. Therefore KAI will conduct counts for the remaining study locations, as follows:
  28. Monarch Bay Drive & Mulford Point Drive
  29. Monarch Bay Drive & Pescador Point Drive
  30. Monarch Bay Drive & Fairway Drive

The following intersections were not counted by City due to active construction at the Kaiser Medical site. These locations will not be counted by KAI as they represent new intersections and to the extent possible will instead rely on historical counts or traffic model forecasts:

13. Republic Avenue & Merced Street
16. Fairway Drive & Miller Street
24. Fairway Drive & Kaiser West Driveway
25. Marina Boulevard & Kaiser North-South Access Road

Mainline freeway and ramp volumes at the I-880/Marina Boulevard interchange will be obtained from Caltrans. Existing Freeway mainline and ramp junction operations will be analyzed using the 2000 HCM methods.

### **3. EXISTING CONDITIONS**

KAI will describe the existing street and highway network and traffic conditions in the vicinity of the site, using collected data and field visits. KAI will collect weekday AM and PM and Saturday peak period intersection turning movements counts at the study intersections, and calculate intersection levels of service using the 2000 Highway Capacity Manual (HCM) methods and the latest Synchro/SimTraffic Software (Note: Using the 2010 Highway Capacity Manual (HCM) can be a supplemental option). Existing truck data in the area east of Doolittle Drive will be collected and considered in the analysis because the area also serves industrial uses.

KAI will describe and summarize the operations of local and regional transit services including BART, AC Transit, and local shuttles in the study area. Bicycle and pedestrian facilities in the study area will also be inventoried and described.

KAI will conduct field visits and qualitatively describe the existing on-street parking supply and weekday midday parking demand in the vicinity of the Project site.

### **4. TRIP GENERATION, DISTRIBUTION, AND ASSIGNMENT**

KAI will use published trip generation rates in Institute of Transportation Engineers (ITE) Trip Generation Version 9 if they are available and reliable. But certain land uses (Marina uses and Convention Center) may not accurately reflect the trip generation characteristics of the proposed land uses in the San Leandro Shoreline Development Project. KAI may develop unique weekday daily, AM, PM, and Saturday peak hour trip generation rates using data collected at other similar sites as part of the site planning efforts for the proposed project. Those new rates if any will be applied to the project to estimate the San Leandro Shoreline Development Project trips. Otherwise, the ITE Trip Generation Rates and methodology will be applied for the proposed project.

Trip distribution and trip assignment estimates may be developed from the current Alameda County Travel Demand Model. Since the County model does not forecast Saturday conditions, KAI will generate weekend conditions by a similar process applied for the Kaiser

study that relied on a factoring process based on the ratio of Saturday versus the weekday peak hour periods.

## 5. TRAVEL FORECASTS

Through City of San Leandro, KAI will use the current Alameda Countywide Travel Demand Model dated August 2012 with Projections 2009 land use update. KAI will also use the Alameda Countywide Travel Demand Model's daily and AM and PM peak hour volume forecasts as the basis for the 2020 and 2035 analysis. In addition, KAI will review other recently completed traffic studies in the area. In consultation with City staff, the forecasts will be revised to reflect recent approved or pending projects and roadway improvements that were not included in the General Plan analysis and the Alameda Countywide Travel Demand Model. The resulting volume forecasts will be compared to the existing intersection volumes to develop annual growth rates. These growth rates will be used to develop 2020 No Project and Saturday peak hour volumes.

Project traffic will be added to the No Project scenario to estimate the "2020 with Project scenario. Vehicle trips generated by the retail and non-retail components of the project will be tracked separately and their contribution at each location will be documented. Travel forecasts will be prepared for AM, PM, and Saturday conditions for the following scenarios:

- 1) Existing (2013) without Project
- 2) Existing (2013) with Phases 1, 2 and 3
- 3) 2020 without Project
- 4) 2020 with Project Phases 1,2 and 3
- 5) 2035 without Project
- 6) 2035 with Project Phases 1, 2 and 3

## 6. TRAFFIC OPERATIONS ANALYSIS

The impact of the proposed Project on traffic operations will be analyzed at the study locations using the 2010 HCM methods (Note: Using the 2010 Highway Capacity Manual (HCM) can be a supplemental option) for the weekday AM and PM and Saturday peak hours for the following scenarios (Saturday analysis will only be conducted at the (10) key intersections identified above for the following scenarios:

1. Existing (2013) without Project
2. Existing (2013) with Phases 1, 2 and 3
3. 2020 without Project

4. 2020 with Project Phases 1,2 and 3
5. 2035 without Project
6. 2035 with Project Phases 1, 2 and 3

As an alternative, KAI will evaluate one-way and two-way accesses alternatives to and from the Shoreline Development for the 2035 Alternatives only. Because Marina Blvd East of Neptune Drive and Fairway Drive east of Blue Whale Drive would not be appropriate for one-way streets, City staff tentatively recommends limits of potential one-way sections as listed below:

- ◆ Monarch Bay Drive – southbound one-way between Neptune Drive and Mulford Point Drive
- ◆ Fairway Drive – eastbound one-way between Monarch Bay Drive and Blue Whale Drive.

KAI will also use the SimTraffic simulation model to evaluate operations of the transportation system in the immediate area surrounding the project site under the 2035 with Project Buildout scenario. Simulating individual vehicles will allow more detailed analysis of Project impacts in the immediate vicinity of the Project site. The simulated area will include Marina Boulevard between Monarch Bay Drive and Teagarden Street, Merced Street between Marina Boulevard and Fairway Drive, and Fairway Drive between Monarch Bay Drive and Teagarden Street.

Weekday AM and PM and Saturday peak hour service levels will be calculated at the study locations including intersections, freeway mainlines, and ramp junctions. Using the appropriate significance criteria, significant impacts will be identified.

KAI will identify and evaluate mitigation measures that would, if possible, reduce adverse transportation impacts to less-than-significant levels. These measures may include, but not limited to, roadway improvements, signalization of unsignalized intersections, enhancements of pedestrian and bicycle facilities, and transportation demand management (TDM) strategies such as shuttle service to and from the BART Station.

## 7. CMP ANALYSIS

The project will generate more than 100 “net” peak hour trips; therefore, the Alameda County Congestion Management Program (CMP) will require the use of the Countywide Travel Demand Model to assess the impacts on regional roadways near the Project site. City

staff will request use of the model from the Alameda CTC. CMP and Metropolitan Transportation System (MTS) roadways in the Project vicinity include I-880 and San Leandro Boulevard. The final list of regional roadway and transit corridors will be determined after review of the Alameda County Transportation Commission (ACTC) letter responding to the NOP. The budget for the CMP analysis assumes that the model will be executed for the 2020 and 2035 horizon years to establish a baseline link volume forecast for the analysis roadways to which the Project traffic will be manually added for each alternative.

## **8. DETAILED SITE PLAN REVIEW**

KAI may review the Project site plan to ensure safe and efficient circulation of vehicles, bicycles, and pedestrian through the Project site and on the roadways adjacent to the Project site. KAI may review Project site plan for each phase of development in terms of:

- ◆ Site access and interface with roadway network including adequacy of turn-pocket lengths, driveway throat lengths, and sight distance
- ◆ Emergency vehicle access and circulation
- ◆ Pedestrian access and circulation
- ◆ Bicycle access and circulation
- ◆ Transit vehicle access and circulation within the site and on adjacent roadways
- ◆ Pedestrian access and to and from transit stops
- ◆ Truck circulation and loading dock operations
- ◆ Analyze construction impacts

## **9. PARKING SUPPLY AND DEMAND ANALYSIS**

Parking demands for the retail and non-retail components of the project will be estimated using the rates published by ITE in Parking Generation. Minimum amount of parking as required by the City's Zoning Ordinance will also be calculated. This analysis will assume that there will be shared parking between the retail and non-retail components. Parking mitigation will address potential opportunities for shared parking between various land uses.

## **10. ALTERNATIVES ANALYSIS**

KAI will qualitatively evaluate up to six alternatives (by comparing vehicle trip generation) to determine whether they would lessen or eliminate the significant impacts identified for the proposed Project. The evaluation will be based on a comparison of the relative trip generation characteristics of the alternatives.

## 11. TECHNICAL REPORT

KAI will document the transportation analysis from tasks 1 through 10 in a stand-alone technical report.

## 12. INPUTS FOR AIR AND NOISE ANALYSES

KAI will provide traffic output data for the Air and Noise analyses, including:

- ◆ Daily Volumes for all roadways segments that are counted for all scenarios (preferably in an excel file)
  - Existing with and without project
  - Buildout with and without project
- ◆ Fleet mix on the segments for existing and future timeframes, if available
- ◆ Speed limits on the segments for existing and future timeframes, if available
- ◆ Weekday and Weekend (if available) Trip Generation for land uses for all scenarios
  - Existing trip generation
  - Buildout (trip generation by land use type and indicate assumptions for reductions for passby/diverted/internal trip capture)

## 13. ADMINISTRATIVE DRAFT EIRS

KAI will assist The Planning Center | DC&E with development of the Traffic section and respond to two rounds of comments on the ADEIR.

## 14. DRAFT EIR

KAI will assist The Planning Center | DC&E with development of the Traffic section and respond to one round of public comments on the Draft EIR.

## 15. MEETINGS

KAI will attend up to six meetings with the City of San Leandro staff, Caltrans staff, or other relevant agencies staff, and two public hearings as part of this scope of work. Some of the project meetings will occur via conference call. City Planning commission, City Council and Public Hearings will be at the City.

### *Task C. Environmental Review*

The Planning Center | DC&E will prepare an EIR that focuses on CEQA resource categories where substantial evidence of a potentially significant environmental impact exists, while scoping out environmental issues on which it can be seen with certainty that the project would have no significant negative impact on the basis of existing documentation and regulation.

In keeping with the requirements of CEQA, environmental review of the San Leandro Shoreline Development Project will include a detailed analysis to determine the environmental impacts for the following resource categories:

#### **1. AESTHETICS**

The Planning Center | DC&E will analyze potential adverse impacts on scenic vistas and shading from the proposed project. The Planning Center | DC&E Urban Design staff will prepare up to 6 visual simulation/massing studies at key locations within the project area, with the specific locations determined through consultation with City staff. For each viewpoint, The Planning Center | DC&E will show existing conditions and future conditions, showing the proposed building typology and height. We will include sufficient architectural detail in the simulations to represent the building concept; however, due to cost considerations, we will not depict detailed design elevations. Shading studies will be conducted at each of the viewpoints, depicting sun angles at each seasonal equinox. Light and glare impacts will be discussed on a qualitative basis, since there is no detailed lighting plan in place.

The Planning Center | DC&E will evaluate consistency with the goals and policies of the Historic Preservation and Community Design Chapter of the General Plan as part of the aesthetic review analysis.

#### **2. AIR QUALITY AND GREENHOUSE GASES**

The Planning Center | DC&E will conduct a Criteria Air Pollutant Emissions Analysis and Community Health Risk Assessment (HRA) to evaluate proposed air quality impacts of the proposed project. The analyses will be prepared in accordance with the BAAQMD CEQA Air Quality Guidelines.<sup>1</sup> To ensure streamlined CEQA review for subsequent projects, the

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<sup>1</sup> While adoption of the thresholds was set aside until an environmental evaluation is conducted pursuant to a recent court ruling, the BAAQMD's significance criteria, as outlined in their CEQA Guidelines, are supported by extensive studies and analysis.

approach outlined below is based on BAAQMD's Guidelines and screening tables for Project-Level analyses.

a. Regional Operational Emissions.

The regional criteria air pollutant analysis will evaluate the change in air quality associated with the proposed project.

- ◆ *Existing Environmental Setting:* To establish existing air quality conditions in the project area, the EIR will discuss the regional meteorology with emphasis on local wind patterns that affect air pollutant transport and dispersion. Existing air quality conditions will be described based on the most current five years of air quality data within the San Francisco Air Basin from a monitoring station operated by BAAQMD. The section will include a discussion of the applicable air quality regulations, including Ambient Air Quality Standards (AAQS), and BAAQMD's 2010 Bay Area Clean Air Plan.
- ◆ *Existing Criteria Air Pollutant Emissions Inventory:* The existing land uses within the project site generate criteria air pollutant emissions from transportation sources (vehicles and boats), energy (natural gas), and area sources (landscape emissions, consumer products). The existing criteria air pollutant emissions inventory will be developed for the project based on the existing land uses on-site and modeled using the California Emissions Estimator Model (CalEEMod) for both existing and future ("No Project Future Conditions") emissions rates. Trip generation data will be incorporated into the model. Model results from CalEEMod will be supplemented using OFFROAD2011 for pleasure-crafts (i.e., boats) based on an estimate of existing boat use at the marina. The 465-berth boat harbor is approximately 40 percent occupied. We will work with the City to obtain an estimate of existing harbor usage (e.g. based on diesel/gas sales at the harbor and/or estimate of average annual daily/weekly use of the marina).
- ◆ *Project Criteria Air Pollutant Emissions Inventory:* The Planning Center | DC&E will prepare a quantitative evaluation of project -related criteria air pollutant emissions is warranted. The Shoreline Development Project would generate an increase in criteria air pollutant emissions from transportation sources (vehicles), energy (natural gas), and area sources (landscape emissions, consumer products). The future criteria air pollutant emissions inventory will be developed for each project phase based on the proposed land uses on-site and modeled using CalEEMod. Trip generation provided by KAI for existing land uses will be incorporated into the model. The net increase in criteria air

pollutant emissions generated by the project will be compared to BAAQMD's average daily and annual criteria air pollutant thresholds.

The operational phase analysis will also evaluate consistency with BAAQMD's 2010 Bay Area Clean Air Plan, placement of sensitive land uses proximate to existing odors, and carbon monoxide hotspots. The Planning Center | DC&E anticipates that the project would not generate enough traffic volumes to warrant a detailed carbon monoxide hotspot analysis; therefore, a detailed analysis compared to BAAQMD's carbon monoxide thresholds is not necessary and impacts would be handled qualitatively. Likewise, proposed land uses are not likely to generate substantial odors (e.g. restaurants with five or more employees are required to comply with BAAQMD Regulation 7, *Odorous Substances*, which prohibits the generation of nuisance odors) or place new sensitive receptors proximate to existing sources of odors; therefore, this would also be handled qualitatively. Cumulative air quality impacts will also be described.

b. On-Site Operational Health Risk

A quantitative health risk assessment will be conducted in accordance with the BAAQMD's guidance document *Recommended Methods for Screening and Modeling Local Risks and Hazards* and the BAAQMD's recently adopted CEQA Guidelines. Dispersion modeling will be performed using a BAAQMD-accepted computer-based model (e.g. ISCST3, AERMOD, or CAL3QHCR) to determine ground-level concentrations of hazardous air pollutants at the project site. Cancer and toxicity data published by Cal-EPA will be used to estimate long-term health risks for on-site sensitive receptors. If the health risk assessment finds that sensitive receptor exposure to PM<sub>2.5</sub> and TACs is significant, potential mitigation measures would be recommended.

c. Regional Construction Emissions

A full construction emissions analysis will be conducted for the proposed project using a BAAQMD approved model (e.g. CalEEMod). Construction emissions generated by the project will be estimated based on the construction phasing, the construction schedule for each phase, and the construction equipment use per phase provided by the Master Developer and/or City. Modeling will include three development phases, as identified in the RFP. Because it is unlikely that a detailed construction equipment list is available for all phases at this time, construction emissions may be based on CalEEMod defaults. The construction equipment defaults in the CalEEMod program are based on surveys conducted of construction sites. We will work with the Master Developer and/or City to develop the construction assumptions used in the model. Criteria air pollutant emissions from

construction equipment and on-road vehicle exhaust and off-gas (coatings and asphalt) emissions will be compared to BAAQMD's annual and daily mass emissions thresholds. Mitigation measures will be incorporated into the EIR to reduce potential construction-related air quality impacts for each development phase.

d. Off-Site Construction Health Risk

The Planning Center | DC&E will prepare a quantitative evaluation of health risk impacts from construction activities to nearby sensitive receptors. Construction-related toxic air contaminants and particulate matter impacts will be evaluated based on the specific construction-related characteristics of the project (e.g. construction emissions identified in Task 2.c above) and proximity to off-site receptors. Dispersion modeling will be performed using a BAAQMD-accepted computer-based model (e.g. ISCST3 or AERMOD) to determine ground-level concentrations of hazardous air pollutants at the project site. Cancer and toxicity data published by Cal-EPA will be used to estimate long-term and short-term (acute) health risks for off-site sensitive receptors. Mitigation measures to reduce fugitive dust (e.g. BAAQMD's best management practices), off-gas, and exhaust emissions will be incorporated, as necessary.

e. Greenhouse Gas Emissions Analysis

The Planning Center | DC&E will conduct a Greenhouse Gas (GHG) Emissions Analysis to evaluate potential GHG impacts of the proposed project. The analyses will be prepared in accordance with the Bay Area Air Quality Management District's (BAAQMD) CEQA Air Quality Guidelines.<sup>2</sup> To ensure streamlined CEQA review for subsequent projects, the approach outlined below is based on BAAQMD's Guidelines and screening tables for Project-Level analyses.

i. Existing Environmental Setting

The environmental setting will describe the effects of climate change within California and the City of San Leandro and will also describe the history of California's GHG emissions regulation. To establish the baseline environmental setting for GHGs, the EIR will discuss existing GHG regulations in California, including Assembly Bill 32 (AB 32), *the Global Warming Solutions Act*. The EIR will include a discussion the GHG reduction targets of AB 32 as identified in the California Air Resources Board's (CARB) Scoping Plan and regional per

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<sup>2</sup> While adoption of the thresholds was set aside until an environmental evaluation is conducted pursuant to a recent court ruling, the BAAQMD's significance criteria, as outlined in their CEQA Guidelines, are supported by extensive studies and analysis.

capita transportation targets for the Metropolitan Transportation Commission (MTC) for the Bay Area for passenger vehicles under Senate Bill 375 (SB 375). The EIR will also include a discussion of the City of San Leandro's Climate Action Plan, adopted December 2009.

*ii. Existing Greenhouse Gas Emissions Inventory*

The existing land uses within the project site generate GHG emissions from transportation sources (vehicles and boats), energy (natural gas and indirect emissions from purchased electricity), area sources (landscape emissions, consumer products), indirect emissions from water use and wastewater generation, and indirect emissions from waste disposal. The existing GHG emissions inventory will be developed for the project based on the existing land uses on-site and modeled using the CalEEMod for both existing and future ("No Project Future Conditions") emissions rates. Trip generation data for existing land uses will be incorporated into the model. Model results from CalEEMod will be supplemented using OFFROAD2011 for pleasure-crafts (i.e., boats) based on an estimate of existing boat use at the marina. At present, the 465-berth boat harbor is approximately 40 percent occupied. We will work with the City to obtain an estimate of existing harbor usage (e.g. based on diesel/gas sales at the harbor and/or estimate of average annual daily/weekly use of the marina).

*iii. Project Greenhouse Gas Emissions Inventory*

The Planning Center | DC&E will prepare a quantitative evaluation of project-related GHG emissions. The evaluation will include potential emissions from transportation sources (vehicles), energy (natural gas and indirect emissions from purchased electricity), area sources (landscape emissions, consumer products), indirect emissions from water use and wastewater generation, and indirect emissions from waste disposal. GHG emissions from the construction inventory developed for criteria air pollutants (see Task 1.c) will also be identified. Cumulative air quality impacts will also be described. We assume that changes in carbon sequestration associated with changes in land cover (vegetation) would compose a *de minimus* portion of the GHG inventory; and are therefore, not included. The future GHG inventory will be developed for each project phase-based on the proposed land uses on-site and modeled using CalEEMod. Trip generation data for existing land uses will be incorporated into the model. The model will also account for reductions in emissions as a result of federal, state, and regional GHG regulations that have been adopted and/or are identified in the CARB Scoping Plan. Additional reductions from Project Design Features (such as mixed-use features, increase in energy efficiency, etc.) will be modeled, as available. The GHG emissions inventory for the project will be compared to BAAQMD's per capita GHG

significance thresholds (based on employees and residents within the site). Additional mitigation measures to reduce project -related GHG emissions impacts will be incorporated as necessary.

f. Project Consistency with Plans Adopted to Reduce Greenhouse Gas Emissions  
The Planning Center | DC&E will conduct a consistency evaluation between the project and applicable GHG reduction measures in the City's CAP. Measures included in the CAP will be recommended for inclusion in the project as project design features and/or mitigation measures. MTC's *Plan Bay Area* (the region's SCS) is anticipated to be adopted in June 2013. The EIR will also include a consistency evaluation with applicable goals and policies to reduce per capita GHG emissions from passenger vehicle use within the EIR.

### 3. BIOLOGICAL RESOURCES

The biological resource assessment will be prepared by Jim Martin of Environmental Collaborative and will rely on available information, including the 2007 Opportunities and Constraints Analysis, together with a field reconnaissance survey. The site reconnaissance will serve to identify and characterize terrestrial and marine biological communities associated with the site and to assess their potential to support special-status species protected under CEQA and project permitting with BCDC, CDFW, NOAA Fisheries (NMFS), and other state and federal agencies. Federal, State and local policies and regulations will be summarized and evaluated, such as the State and federal Endangered Species Acts and the City's Monarch Butterfly Protection Ordinance as they pertain to biological resources. Potential impacts on terrestrial and marine biological resources in the project vicinity will be identified, together with an assessment of any adverse impacts on special-status species, sensitive natural communities, important wildlife habitat, and potential jurisdictional wetlands. No detailed surveys are proposed as part of this scope, or are considered necessary based on familiarity with field conditions of the site. This will be confirmed during the initial reconnaissance, and in the remote instance that additional field work is considered essential, a scope and cost will be prepared for review by the City. Mapping on occurrences of special-status species and sensitive natural communities maintained by the California Natural Diversity Data Base will be finalized by The Planning Center | DC&E GIS staff.

### 4. CULTURAL RESOURCES

Tom Origer & Associates will complete archeological and architectural studies to address cultural resources within the project site. Tom Origer & Associates will conduct the following tasks to evaluate the proposed project's impacts on cultural resources:

- ◆ Archival research, including a record search of the files at the Northwest Information Center, Sonoma State University and the library and files of Tom Origer & Associates.
- ◆ Contact with the Native American Heritage Commission and local Native American persons and/or organizations in writing.
- ◆ Field survey of the approximately fifty-two (52) acre proposed development area of the project site.
- ◆ Preparation of a written report that will include the results of the Native American contact, archival research, and field survey of the project location. Formal evaluation of any cultural resources is beyond this scope of work.

The Planning Center | DC&E will summarize the findings from the studies prepared by Tom Origer & Associates. Tom Origer & Associates will recommend mitigation measures as required to mitigate project level and cumulative impacts.

## **5. GEOLOGY AND SOILS**

To assess geologic hazards and geotechnical impacts (referred to herein as geotechnical impacts) for this site, AKA will review historic aerial photographs in order to aid in evaluation of the site development history, perform a site reconnaissance, review published geologic maps and data reports, and review and compile subsurface data from geotechnical reports from the study area that may be on file at the City of San Leandro building department.

Based on the above information, AKA will provide a generalized characterization of the geologic and geotechnical site conditions, present a summary of the compiled subsurface data, and provide a planning level analysis of the geotechnical impacts of the project and alternatives, in conformance with the CEQA Guidelines.

## **6. HAZARDS AND HAZARDOUS MATERIALS**

The Planning Center | DC&E will conduct a review of potential hazards and hazardous materials impacts on the project site. Recognized environmental concerns, including the underground fuel storage tank on the project site will be evaluated and addressed in this section. The Planning Center | DC&E will also describe construction and development activities, as well as the presence/absence and significance of hazardous waste risks. The Planning Center | DC&E will recommend mitigation measures, as required.

## **7. HYDROLOGY AND WATER QUALITY**

Based on existing information including topography, environmental and other documentation provided by the City of San Leandro, Alameda County and other relevant agencies, TranSystems will evaluate potential impacts from project implementation related to hydrology, and water quality, including stormwater runoff. The local National Pollutant Discharge Elimination System Municipal Permit conditions and San Leandro Municipal Code will require a Stormwater Control Plan that meets the criteria in the most recent version of the Alameda County Clean Water Program C.3 Stormwater Technical Guidance Manual. Evaluation of impacts and project requirements will be prepared in accordance with applicable federal, State, regional, and City regulations.

Available topography, bathymetry, dredging history and sedimentation analyses performed by Moffat and Nichol for the City of San Leandro, existing facility plans, regulatory permits, and geotechnical reports from the City's files will be reviewed in our analysis of the hydrology and water quality aspects of proposed development improvements.

TranSystems will review the proposed development plans and include references and anticipated impacts of the potential sea level rise, and proposed means to mitigate the anticipated impacts on the proposed development elements, as well as the existing infrastructure that is proposed to remain in place.

TranSystems will provide preliminary hydrology and water quality calculations for the site and prepare a summary of existing and proposed conditions as part of the analysis.

## **8. LAND USE AND PLANNING**

The Planning Center | DC&E will evaluate the proposed project's relationship to surrounding land uses and its consistency with relevant adopted policy documents, including the General Plan, the Zoning Ordinance, and the Airport Land Use Compatibility Plan for the Oakland International Airport.

## **9. NOISE**

The Planning Center | DC&E will prepare a noise and vibration analysis for the San Leandro Shoreline Development Project EIR. This analysis will identify impacts on nearby existing residential land uses east of the project site area from implementation of the project. The noise analysis will discuss relevant standards and criteria for noise exposure, including State of California and City of San Leandro ordinances, policies, and standards.

To document existing ambient noise conditions, and to identify the major sources of noise in the area such as traffic and the Oakland International Airport, The Planning Center | DC&E staff will conduct a site visit to obtain up to two long-term (24-hour), and eight short-term noise level measurements in the within the project study area. Existing noise levels contours will be provided based on information obtained by the Oakland Airport Land Use Plan, and traffic noise level contours that will be calculated based on traffic counts provided in the traffic impact report.

Future long term noise from vehicular traffic will be assessed using a version of the U.S. Federal Highway Administration (FHWA) Traffic Noise Model; these contours will rely on traffic forecasts provided in the traffic impact analysis for this project. The analysis will focus on traffic noise impacts for up to three interim year periods and one buildout scenario on noise sensitive uses along roadways east of the project site. The noise analysis will also describe changes in the noise environment to the nearest noise sensitive uses east of the project site generated by non-transportation sources (i.e. HVAC units, loading docks, outdoor activities, and events) from the proposed recreational and commercial land uses. Noise impacts from non-transportation noise sources will be based on the noise limits of the City of San Leandro Municipal Code.

The noise analysis will also assess noise and land use compatibility based on standards and policies included the City's General Plan, the City's Municipal Code, and the State of California noise/land use compatibility guidelines. Project implementation would require demolition of existing structures, site preparation, soil haul, and construction of several structures, roads, and installation of utilities. The noise analysis will provide an estimate of short-term noise and vibration levels associated with demolition activities and construction of the project. Construction noise impacts to the residential areas east of the project site will be calculated with the FHWA's Roadway Construction Noise Model (RCNM). The level of significance will be based on the magnitude of noise and vibration generated at nearby noise-sensitive receptors and the length of construction activities. A construction traffic assessment will be based on the anticipated truck haul activity and haul routes provided by the project team.

Mitigation measures will be identified, as necessary to reduce construction and operational noise impacts. The results of this analysis will be summarized in the noise section of the EIR and pertinent analysis details will be provided in an Appendix.

## **10. POPULATION AND HOUSING**

The Planning Center | DC&E will summarize the population, housing, and employment impacts that would result from the project. This analysis will include an assessment of direct and indirect impacts associated with projected growth, including the displacement of existing housing within the project site.

## **11. PUBLIC SERVICES AND RECREATION**

The Planning Center | DC&E will contact service providers for the project site, including the Alameda County Fire Department, the San Leandro Police Department, and the San Leandro Unified School District, to assess potential impacts to public services associated with the project. On the basis of responses from public service providers, The Planning Center | DC&E will analyze potential impacts resulting from the project, and recommend mitigation measures as needed. Our analysis will also evaluate project impacts with respect to the City's established parks-to-resident ratio.

## **12. TRAFFIC AND TRANSPORTATION**

The Planning Center | DC&E will summarize the findings from the traffic impact report prepared by KAI in Task B, described above. KAI will recommend mitigation measures as required to mitigate project level and cumulative impacts.

## **13. UTILITIES AND SERVICE SYSTEMS**

TranSystems will contact utility service providers (see below) serving the project site area to review the existing utilities that serve the site, and determine the capacities of these systems with respect to the proposed development. TranSystems will assess potential impacts to utilities associated with the project's new land use and determine whether existing utility infrastructure has sufficient capacity to support the proposed development. The review will include the overall utility infrastructure including some that were installed with the original Marina construction circa late 1950s/early 1960s as well as recent upgrades such as the Marina Boulevard sanitary sewer force main and similar other facilities. On the basis of responses from utility providers, TranSystems will recommend mitigation measures as needed. Utility capacity and impact analyses will include increased demands for the proposed development as well as the potential decrease in demand for the existing Marina and other infrastructure that may give way to new uses for the area.

Utility review and impact analyses will include, but not necessarily be limited to the following:

- ◆ City of San Leandro for sanitary sewers and lift stations at Marina Boulevard and at the old Blue Dolphin site.
- ◆ East Bay Dischargers Authority (EBDA) for the sewer collector and outfall lines along the San Leandro Shoreline from the City's Water Pollution Control Plant to the EBDA Dechlorination Facility near the Estudillo Canal.
- ◆ City of San Leandro and Alameda County Flood Control and Water Conservation District for storm drains including the 60-inch storm outfall at the west end of Fairway Drive.
- ◆ Alameda County Industries for solid waste.
- ◆ East Bay Municipal Utility District for domestic and fire suppression water services. (TranSystems will assist the City in preparing a request for a Water Supply Assessment from EBMUD).
- ◆ City of San Leandro, East Bay Municipal Utility District and East Bay Dischargers Authority for potential reclaimed water supply/uses.
- ◆ City of San Leandro for existing and future use of the golf course well and reservoir system.
- ◆ Pacific Gas and Electric Company for gas and electric services.
- ◆ AT&T and Comcast for telecommunications and cable television services.

#### *Task D. Alternatives Evaluation*

The Planning Center | DC&E will complete an impact analysis for the CEQA-required No Project Alternative, and two other alternatives. The alternatives analysis will include a quantitative analysis for vehicle trips, operating emissions, greenhouse gas emissions, and population. For all other topics analyzed, the analysis will be a qualitative discussion that will identify the environmentally superior alternative.

#### *Task E. Administrative Draft EIRs*

The Planning Center | DC&E will prepare first and second Administrative Draft EIRs (ADEIRs) and submit to City staff for review and comment. The impact analysis will be comprehensive

and cover all CEQA requirements. As described above, the EIR will focus on CEQA resource categories where substantial evidence of a potentially significant environmental impact exists. The ADEIR will also include a chapter summarizing resource categories scoped out of the EIR and providing justification and citations in support of this determination. Significance criteria will be identified for each impact topic based upon thresholds of significance identified in Appendix G, Environmental Checklist Form, of the State CEQA Guidelines and identified in the scoping process.

Impacts and mitigation measures will be organized and discussed by topic. As recommended by the State CEQA Guidelines, the EIR will analyze potential impacts from construction of the Shoreline Development Project. For each identified environmental impact, a set of feasible mitigation measures will be recommended.

The ADEIR will cover the following topics:

- ◆ **Executive Summary.** The Planning Center | DC&E will create a summary in a form consistent with CEQA Guidelines, Section 15123. This summary will facilitate a quick understanding of environmental issues and the actions required to mitigate potential impacts. It will include a summary table of impacts, mitigation measures, and levels of significance before and after mitigation.
- ◆ **Project Description.** The ADEIR will include the project description drafted for the project as part of Task A.4, Project Description.
- ◆ **Setting, Impacts, and Mitigation Measures.** The existing setting information, impact analyses, and mitigation measures developed in Task C, will be combined to create chapters describing environmental consequences for each CEQA-required topic.
- ◆ **Alternatives Evaluation.** The alternatives evaluation completed in Task D will be incorporated into the EIR. This chapter will include a tabular comparison of the alternatives impacts.
- ◆ **CEQA Required Assessment Conclusions.** The Planning Center | DC&E will prepare assessment conclusions to meet CEQA Guidelines for the following mandatory findings:
  - Cumulative Impacts
  - Growth Inducement
  - Unavoidable Significant Effects
  - Significant Irreversible Changes
  - Impacts Found Not to be Significant

- ◆ **Scoping Sessions Summary.** The summary will explain how the issues raised during the scoping period are addressed in the EIR.
- ◆ **References.** This chapter will include agencies and persons contacted and literature reviewed.
- ◆ **Report Preparers.** This chapter will identify the consultants and staff who prepared the EIR.

The Planning Center | DC&E will submit five hard copies and one CD of both ADEIRs to City staff. City staff will act as a clearinghouse for comments on the ADEIRs, and will provide The Planning Center | DC&E with a single, internally reconciled set of comments. The Planning Center | DC&E will incorporate City comments on the ADEIRs.

#### *Task F. Draft EIR and Public Review*

The Planning Center | DC&E will incorporate one consolidated set of comments on the Second Administrative Draft EIR from City staff to create the Draft EIR. The Planning Center | DC&E will submit 100 CDs (PDF format), 25 hard copies, 2 electronic copies (1 each in Word and PDF formats) to the City. The Planning Center | DC&E will also prepare the Notice of Completion (NOC) and a Notice of Availability (NOA), and will submit both to City staff for review. Following the City's review of the NOC, The Planning Center | DC&E will submit the Draft EIR and NOC to the State Clearinghouse. The Planning Center | DC&E will distribute the NOA to interested parties that will be identified with input from the City.

The Planning Center | DC&E will attend one public hearing on the Draft EIR. We assume that City staff will schedule hearings, provide public notice, and prepare staff reports.

#### *Task G. Administrative Draft Response to Comments*

Following the mandatory CEQA 45-day review period, The Planning Center | DC&E team will prepare two Draft Response to Comments documents in matrix format. We assume that City staff will forward public comments within five working days of the close of the public review period. The Planning Center | DC&E team expects to work closely with the City during preparation of the Administrative Draft Response to Comments to ensure accuracy on the responses and provision of new information. The Planning Center | DC&E has assumed 100

hours of staff labor for completion of the Draft Response to Comments. If additional time is needed due to an unforeseen volume of comments, we may request contract modification to cover additional labor costs. First and second drafts, consisting of two electronic copies (1 each in Word and PDF formats) will be submitted to City staff for review.

#### *Task H. Final EIR with Response to Comments*

Following receipt of one consolidated set of City comments on the second Draft Response to Comments, an Administrative Final EIR will be prepared. This will include both the Response to Comments document, additional analysis or revisions to the Draft EIR as necessary, and the Mitigation Monitoring and Reporting Program. The Planning Center | DC&E will submit two electronic copies (1 each in Word and PDF formats).

Following receipt of comments on the Administrative Draft Final EIR, The Planning Center | DC&E will prepare the Final EIR for publication. We will submit 25 CDs (PDF format), 25 hard copies, 2 electronic copies (1 each in Word and PDF formats) of the document.

The Planning Center | DC&E will attend up to two certification hearing on the Final EIR.

#### *Task I. Mitigation Monitoring and Reporting Program*

A MMRP will be assembled by The Planning Center | DC&E team working in close collaboration with the City, to ensure that procedures are put in place so that the EIR mitigation measures are carried out in an appropriate, timely, and verifiable manner. The MMRP will be submitted as a draft document to the City and revised for publication with the Final EIR.

#### *Task J. Findings and Statement of Overriding Considerations*

The Planning Center | DC&E will prepare draft and final findings and statement of overriding considerations for use by the City during the EIR certification hearings.

### *Task K. Notice of Determination*

The Planning Center | DC&E will prepare the Notice of Determination and will submit a draft to the City. The City will file the Notice of Determination with the County Clerk's office and the State Clearinghouse.

## II. SCHEDULE, PRODUCTS, AND MEETINGS

### Schedule

The Planning Center | DC&E's proposed schedule for completion of the Shoreline Development Project EIR is shown in Figure 1. As shown in the schedule, we anticipate that the project can be completed by April of 2014.

### Products

The following products will be submitted to the City of San Leandro in fulfillment of our proposed scope of work:

- ◆ NOP – 1 electronic copy (1 each in Word and PDF formats) and 2 hard copies
- ◆ Scoping Meeting Summary
- ◆ Draft Project Description
- ◆ Weekly Action Item List
- ◆ First Administrative Draft EIR - 2 electronic copies (1 each in Word and PDF formats) and 5 hard copies
- ◆ Second Administrative Draft EIR - 2 electronic copies (1 each in Word and PDF formats) and 5 hard copies
- ◆ Public Review Draft EIR – 100 CDs (PDF format), 25 hard copies, 2 electronic copies (1 each in Word and PDF formats)
- ◆ Notice of Completion, including EIR summary and 15 CDs to submit to the State Clearinghouse
- ◆ Draft Response to Comments – 2 electronic copies (1 each in Word and PDF formats)



- ◆ Revised Draft Response to Comments – 2 electronic copies (1 each in Word and PDF formats)
- ◆ Administrative Final EIR (with MMRP) – 2 electronic copies (1 each in Word and PDF formats)
- ◆ Final EIR (with MMRP) – 25 CDs (PDF format), 25 hard copies, 2 electronic copies (1 each in Word and PDF formats)
- ◆ Draft Findings of Fact and Statement of Overriding Considerations – 2 electronic copies (1 each in Word and PDF formats)
- ◆ Finalized Findings of Fact and Statement of Overriding Considerations – 2 electronic copies (1 each in Word and PDF formats)
- ◆ Notice of Determination – 2 electronic copies (1 each in Word and PDF formats)

## Meetings

Steve Noack and Kyle Simpson of The Planning Center | DC&E will attend the meetings/hearings for the project listed below.

- ◆ One Kick-Off Meeting
- ◆ Weekly Project Status Meetings (conference calls) for the duration of the project (40)
- ◆ Two Scoping Meetings (Public and Agency)
- ◆ One Planning Commission Work Session
- ◆ One Planning Commission EIR Hearing
- ◆ Two City Council EIR Hearing

In addition to weekly status conference call meetings, Steve Noack and Kyle Simpson of The Planning Center | DC&E, and Damien Stefanakis (as traffic discussion is warranted) will attend two additional meetings with City staff and the project applicant's team. The Planning Center | DC&E team is available to attend additional meetings on a time-and-materials basis as needed.

### III. COSTS

As shown in Table 2, the estimated cost to complete the scope of work is \$574,344.

The Planning Center | DC&E bills for its work on a time-and-materials basis with monthly invoices. Our invoices will include a detailed status report.

#### Assumptions

- ◆ Billing rates for this project are guaranteed through December 2014. Billing rates would be subject to an increase of up to 6 percent on January 1, 2015, and in each subsequent year thereafter. A budget increase would be necessary to cover costs incurred after January 1, 2015.
- ◆ Our cost estimate includes the meetings listed under Task K. Additional meetings would be billed on a time-and-materials basis. Steve Noack and Kyle Simpson will attend all project meetings, public workshops and other public meetings. David Early will attend the Kick-off meeting, weekly progress meetings as needed, two meetings with staff, and certification hearings with the Planning Commission and City Council.
- ◆ No more than 100 hours of The Planning Center | DC&E staff time will be required to respond to comments on the Draft EIR. If additional labor is necessary, a contract amendment allowing additional work will be necessary.
- ◆ All products will be submitted to City staff shown in Task C. If this allowance is exceeded, additional printing costs will be billed at The Planning Center | DC&E's actual cost.
- ◆ City staff will be responsible for meeting logistics, including schedule coordination, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.
- ◆ The Planning Center | DC&E will send an invoice for work completed each month. The invoice will show hours worked by labor category, billing rate, and total by labor category plus subconsultants and reimbursable expenses. Special invoicing requirements may necessitate an additional fee.

- ◆ City staff will act as a clearinghouse for comments on all administrative draft documents, and will provide The Planning Center | DC&E with a single, internally reconciled set of comments on each administrative draft.
- ◆ Revisions to screencheck drafts will focus on typographical errors, formatting and other minor edits. Such revisions will not include content changes.
- ◆ Multiple changes from City staff or the project applicant about how to proceed will require a contract amendment to allow completion of the additional work.
- ◆ The Planning Center | DC&E will use Microsoft Word and/or Adobe InDesign for page layout of reports, plans and similar documents. Additional software such as Adobe Illustrator, Adobe Photoshop, ArcGIS and AutoCAD will be used to create illustrations, maps, diagrams and other graphics.
- ◆ All products will be submitted to the City in electronic (PDF) format, except for printed copies that are specifically identified in Table 2. This is an allowance only, based on the numbers of products and copies listed under Task K. If this allowance is exceeded, additional printing costs will be billed at The Planning Center | DC&E's actual cost.

The Planning Center | DC&E  
Table 2  
San Leandro Shoreline Development Project EIR  
Budget

	The Planning Center   DC&E	Kittelson & Associates	TranSystems	Environmental Collaborative	Alan Kropp & Associates	Tom Origer & Associates	Labor Cost per Task
<b>A. Project Initiation and Project Management</b>	<b>31,905</b>	-	<b>3,200</b>	<b>260</b>	<b>1,560</b>	<b>400</b>	<b>37,325</b>
1. Notice of Preparation	1,650	-	-	-	-	-	1,650
2. Public and Agency Scoping Meetings	1,890	-	-	-	-	-	1,890
3. Kick-Off Meeting	920	-	1,600	260	780	400	3,960
4. Project Description	2,995	-	-	-	-	-	2,995
5. Weekly Status Meetings	24,450	-	1,600	-	780	-	26,830
<b>B. Transportation Impact Report</b>	-	<b>204,450</b>	-	-	-	-	<b>204,450</b>
1. Project Initiation	-	10,590	-	-	-	-	10,590
2. Data Collection	-	2,800	-	-	-	-	2,800
3. Existing Conditions	-	18,920	-	-	-	-	18,920
4. Trip Generation, Distribution, and Assignment	-	5,960	-	-	-	-	5,960
5. Travel Forecasts	-	34,320	-	-	-	-	34,320
6. Traffic Operations Analysis	-	39,920	-	-	-	-	39,920
7. CMP Analysis	-	10,680	-	-	-	-	10,680
8. Detailed Site Plan Review	-	2,950	-	-	-	-	2,950
9. Parking Supply and Demand Analysis	-	8,190	-	-	-	-	8,190
10. Alternatives Analysis	-	8,280	-	-	-	-	8,280
11. Technical Report	-	21,140	-	-	-	-	21,140
12. Inputs for Air Quality and Noise Analyses	-	3,480	-	-	-	-	3,480
13. Administrative Draft EIRs	-	16,170	-	-	-	-	16,170
14. Draft EIR	-	16,170	-	-	-	-	16,170
15. Meetings	-	4,880	-	-	-	-	4,880
<b>C. Environmental Review</b>	<b>85,025</b>	-	<b>16,840</b>	<b>7,280</b>	<b>15,935</b>	<b>1,270</b>	<b>126,350</b>
1. Aesthetics	31,905	-	-	-	-	-	31,905
2. Air Quality and Greenhouse Gases	26,390	-	-	-	-	-	26,390
3. Biological Resources	270	-	-	7,280	-	-	7,550
4. Cultural Resources	1,950	-	-	-	-	1,270	3,220
5. Geology and Soils	-	-	-	-	15,935	-	15,935
6. Hazards and Hazardous Materials	2,380	-	-	-	-	-	2,380
7. Hydrology and Water Quality	-	-	8,420	-	-	-	8,420
8. Land Use and Planning	2,410	-	-	-	-	-	2,410
9. Noise	9,500	-	-	-	-	-	9,500
10. Population and Housing	770	-	-	-	-	-	770
11. Public Services and Recreation	3,790	-	-	-	-	-	3,790
12. Traffic and Transportation	4,160	-	-	-	-	-	4,160
13. Utilities and Service Systems	1,500	-	8,420	-	-	-	9,920
<b>D. Alternatives Evaluation</b>	<b>7,715</b>	-	<b>3,360</b>	<b>520</b>	<b>3,070</b>	<b>245</b>	<b>14,910</b>
<b>E. Administrative Draft EIRs</b>	<b>36,920</b>	-	<b>7,300</b>	<b>520</b>	-	-	<b>44,740</b>
<b>F. Draft EIR and Public Review</b>	<b>13,940</b>	-	<b>6,780</b>	-	-	-	<b>20,720</b>
<b>G. Administrative Draft Response to Comments</b>	<b>12,200</b>	-	<b>2,050</b>	<b>2,080</b>	<b>780</b>	<b>320</b>	<b>17,430</b>
<b>H. Final EIR with Response to Comments</b>	<b>12,210</b>	-	<b>3,390</b>	<b>520</b>	-	-	<b>16,120</b>
<b>I. Mitigation Monitoring and Reporting Program</b>	<b>1,990</b>	-	-	<b>520</b>	-	-	<b>2,510</b>
<b>J. Findings and Statement of Overriding Considerations</b>	<b>7,040</b>	-	-	-	-	-	<b>7,040</b>
<b>K. Notice of Determination</b>	<b>650</b>	-	-	-	-	-	<b>650</b>
Total Firm Labor Cost	<b>\$209,595</b>	<b>\$204,450</b>	<b>\$42,920</b>	<b>\$11,700</b>	<b>\$21,345</b>	<b>\$2,235</b>	
<b>EXPENSES</b>							
Mileage (@ \$0.555 per mile)	100						
Per diem travel expenses				50	100		
Reproduction	6,500		100		125	380	
Noise Monitoring Equipment	660						
Deliveries	200						
Subconsultant Administration (5%)	14,328						
Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)	4,192						
Traffic Counts		3,150					
Total Expenses per Firm	\$25,980	\$3,150	\$100	\$50	\$225	\$380	
Total per Firm	\$235,575	\$207,600	\$43,020	\$11,750	\$21,570	\$2,615	
<b>CONSULTANTS TOTAL</b>	<b>\$492,245</b>						
<b>EXPENSES TOTAL</b>	<b>\$29,885</b>						
<b>GRAND TOTAL</b>	<b>\$522,130</b>						

## EXHIBIT B

### INDEMNIFICATION

- A. Consultant shall, to the extent permitted by law, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement.