

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
MILLER PLANNING ASSOCIATES  
FOR  
PREPARATION OF OBJECTIVE DEVELOPMENT STANDARDS**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro (“City”) and Miller Planning Associates (“Consultant”) (together sometimes referred to as the “Parties”) as of March \_\_\_\_, 2020 (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 June 30, 2022, 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 pre-approved 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). Consultant’s attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Consultant must submit completed self-certification form and comply with the LWO if covered.

**Section 2. COMPENSATION.** Subject to appropriation by the City Council subsequent to the receipt of grant funds from the State of California for the Scope of Work described in Exhibit A, City hereby agrees to pay Consultant a sum not to exceed three-hundred and ten thousand dollars (\$310,000), 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. Consultant proceeds at its own risk if it commences with the Scope of Work before confirmation from the City that the grant funding has been received and appropriated by the City Council. 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 \$\_\_\_\_\_. 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. 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 or proposal. 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 to City that such insurance is in effect. 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 Section Reserved.**

**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 submit evidence of hired, non-owned 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 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 hired 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.

**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 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 effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance coverage 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 City 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 Submittal of Proof of Insurance Coverage.** All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City’s online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.
- 4.6 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 10 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 include, but are not 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. 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. 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.

**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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

**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 Avalon Schultz, Principal 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:  
Miller Planning Associates  
Attn: Martha Miller, Principal and Owner  
830 Venable Street  
San Luis Obispo, CA 93401  
martha@millerplanningassociates.com

Any written notice to City shall be sent to:  
City of San Leandro  
Community Development Department  
Attn: Avalon Schultz, Principal Planner  
835 E. 14<sup>th</sup> Street  
San Leandro, CA 94577  
aschultz@sanleandro.org

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.

Seal and Signature of Registered Professional with  
report/design responsibility.

**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B 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

MILLER PLANNING ASSOCIATES

\_\_\_\_\_  
Jeff Kay, City Manager

\_\_\_\_\_  
Martha Miller, Principal and Owner

Attest:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

Approved as to Fiscal Authority:

\_\_\_\_\_  
Liz Warmerdam, Acting Finance Director

150-41-100-5120

\_\_\_\_\_  
Account Number

Approved as to Form:

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

Per Section 10.7:

Form 700 Not Required

Form 700 Required

\_\_\_\_\_  
Tom Liao, Community Development Director

**EXHIBIT A**  
**SCOPE OF SERVICES**



CITY OF SAN LEANDRO  
OBJECTIVE DEVELOPMENT  
STANDARDS FOR  
MULTI-FAMILY AND  
MIXED-USE DEVELOPMENTS

Miller Planning  
Associates

Urban Field Studio

Lexington Planning

# Contents

- Project Team ..... 1**
- Overview ..... 1
- Key Personnel and Roles ..... 2
  
- Qualifications ..... 4**
- Overview ..... 4
  - Zoning Codes ..... 4
  - Architecture and Urban Design ..... 4
  - Community Outreach ..... 4
- Relevant Projects ..... 5
  
- Work Program ..... 8**
- Scope of Services ..... 8
- Schedule ..... 13
- Budget ..... 14

## Appendix A: Project Team Resumes

# Project Team

## Overview

Our team brings the experience needed to effectively manage the Objective Development Standards project, and the knowledge to help the City of San Leandro (City) achieve effective outcomes. Miller Planning Associate’s core planning, zoning, community outreach, and management experience is complemented by a team of specialists bringing expertise in the areas of architecture and urban design.



**Miller Planning Associates** provides planning and zoning services to a variety of municipal clients throughout California and nationwide. Through our work, we seek to give form to community aspirations, and foster places that are vital, livable, and reflect environmental stewardship. We approach each assignment with an open mind, and provide strategic, context-based solutions that address the unique issues and needs facing each client.

**Urban Field Studio** uses their skills as architects, experience as planners, and ability to communicate as educators to put forward ideas that make places thrive today and in the future. Their work helps people visualize the bigger picture for places with complex issues and unique contexts. Working on a range of projects, from specific sites on main streets in neighborhoods to special districts that can span a metropolitan area, Urban Field Studio specializes in providing conceptual architecture to understand the physical potential of sites, writing design and development guidelines that communities can understand, and making visual explanations as clear as possible.

## URBAN FIELD



**Lexington Planning** provides a range of project management, current planning, and long-range planning services. Lexington specializes in zoning ordinances, community outreach and facilitation, entitlement assistance, and contract planning for residential and mixed-use development. Clear communication, thoroughness, and adaptability are the firm’s top priorities to achieve an efficient process and effective outcome.

## Key Personnel and Roles

The project will be led by a team of senior staff members. Highlights about the involvement and professional experience of key personnel are provided below. Full resumes are provided in Appendix A.

### Martha Miller, AICP, Principal and Owner, Miller Planning Associates

Martha Miller, AICP, has 20 years of experience as a land use planner and project manager specializing in development regulations, specific plans, master plans, transit-oriented development (TOD) strategies, and community engagement. Her experience as a public sector planner—where she managed comprehensive community plan updates, subdivisions plans, and development and entitlement projects—gives her a unique and valuable perspective.

*Martha will serve as Project Manager and key point of contact for the project. She will also draft standards, advise on technical analysis, attend all project meetings, oversee all project activities, and ensure quality control of all deliverables. She will dedicate approximately 40% of her time to the project.*

### Jane Lin, AIA, Founding Principal, Urban Field Studio

Jane Lin, AIA, is a licensed architect and urban designer that wants the communities we live in to be more vibrant, memorable, and enduring. She is particularly concerned about the public outreach process and the way we visually communicate with our communities and neighborhoods. Jane knows that the development strategies she puts forward can only be successful when they are economically viable, community supported, and physically compelling. Her work includes urban design for transit area planning and revitalizing mixed-use districts with local agencies throughout the western United States.

*Jane will be the lead urban designer for Urban Field Studio and coordinate the graphic and layout work. She will also support recommendations, drafting standards, and community outreach deliverables. She will dedicate approximately 25% of her time to the project.*

### Frank Fuller, FAIA, Consulting Principal, Urban Field Studio

Frank Fuller, FAIA, is an architect and urban designer that has been shaping conceptual development for over three decades. In addition to architectural commissions, he has helped to transform downtowns, towns, and campus centers into active, pedestrian-oriented places. Much of his career has focused on designing frameworks and strategies that create vital downtowns through transit based development and sustainable community design. He understands the perspectives of public agencies and private developers in building and revitalizing communities.

*Frank will advise and review the work produced. He will dedicate approximately 10% of his time to the project.*

## **Heidi Sokolowsky, Senior Urban Designer, Urban Field Studio**

Heidi Sokolowsky is an experienced urban designer whose work has won awards in the United States and in Europe. She focuses on the creation and implementation of sustainable design at site-specific and citywide scales, with particular concern for the public realm, connectivity, and spatial relationships. Heidi's thorough understanding of building design and of social, economic, and environmental needs inform her comprehensive approach. Her latest project explores new tools for public engagement through the use of digital media including film.

*Heidi will design and contribute visuals for explanation. She will also support recommendations and provide technical research. She will dedicate approximately 20% of her time to the project.*

## **Jean Eisberg, AICP, Principal and Owner, Lexington Planning**

Jean Eisberg, AICP, works at the intersection of public agencies, private development, and community stakeholders. She has extensive experience as a project manager, facilitating complex multi-stakeholder planning assignments for municipal clients throughout California and in Hawaii. She is a skilled facilitator and presenter, and a recurring guest lecturer at the University of California, Berkeley.

*Jean will provide overall project support, contributing to community outreach, technical research and recommendations, and drafting standards. She will dedicate approximately 25% of her time to the project.*

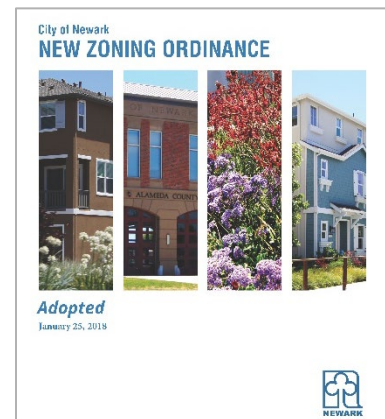
# Qualifications

## Overview

Our team brings a strong expertise in the areas of zoning and development regulations, urban design, and architectural practice combined with extensive local and regional experience to enable us to achieve the City's goals successfully, respond to community concerns, and prepare objective development standards that are useful, easy to implement, and valuable over time. A summary of our project team's qualifications relevant to the key elements of the project is provided below.

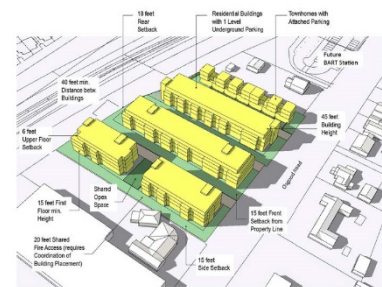
## Zoning Codes

Miller Planning Associates offers expertise in preparing zoning codes in a wide variety of settings, including urban centers, small towns, and rural communities. Martha Miller has prepared numerous comprehensive zoning codes and zoning studies throughout California, including special purpose ordinances for topics such as multi-family and mixed-use development, landscaping, hillsides, parking, planned development, and community benefits. She utilizes the whole menu of zoning approaches, including form-based, performance-based, and Euclidean, to devise a strategy tailored to the unique needs of each community.



## Architecture and Urban Design

Urban Field Studio offers urban design services for cities of all scales throughout California. Urban Field Studio approaches planning from an architectural perspective, with each partner having dual degrees in architecture and planning. They have prepared development and design guidelines, written objective standards for multi-family and mixed-use development, and strategized for economic development. The policies Urban Field Studio write are informed by design advocacy through design review. They bring an understanding of the development process and make the connection between what is desired, proposed, and written into policy.



## Community Outreach

We believe successful plan making requires a collaborative relationship among the general public, community representatives, the planning team, and decision makers. As such, community engagement is at the core of all our work. We rely on traditional and new media to engage a broad spectrum of the community and build interest, participation, and commitment. We use a multifaceted approach, tailored to the community, to bring people into the process and give each person an opportunity to share opinions and give feedback.

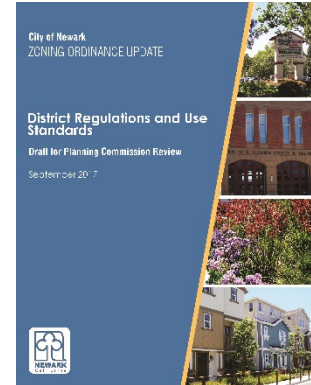


## Relevant Projects

### Newark Zoning Code Update

Martha Miller was the project manager for the comprehensive update of the City of Newark's zoning regulations. The current version of the Zoning Ordinance was adopted in 1965. While it has since been amended several times in response to community concerns and to reflect changes in federal and state law, the adoption of the General Plan update in 2013 has created both an obligation and an opportunity for a comprehensive update.

The new Zoning Ordinance implements the City of Newark's General Plan in a concise and user-friendly set of regulations. The new regulations are written to be predictable, understandable, and enforceable. A streamlined approval process is established for conforming projects. The new ordinance has a new format and organization, eliminating unnecessary regulations and repetition and makes extensive use of graphics to reduce wordiness.



*Project Contact: Art Interiano, Deputy Community Development Director, City of Newark  
(510) 578-4331*

[Art.interiano@newark.org](mailto:Art.interiano@newark.org)

### Vacaville Land Use and Development Code Update (CodeUP!)

Martha Miller recently completed an audit of the City of Vacaville's Land Use and Development Code, the first phase of a two-phase effort to comprehensively update the code and repurpose it as a flexible, effective, user-friendly tool to implement the General Plan. The objective was to produce a user-friendly set of regulations that provide clear direction about the City of Vacaville's expectations and to facilitate development of quality projects by making standards clear and effective, streamlining review processes, and incorporating flexibility to adapt to specific circumstances.



The Land Use and Development Code Audit identified items for improvements, recommended changes to be made; presented a state-of-the-art organization, form, and style for a new code; and established a work plan a comprehensive update. The second phase, the code update, is underway.

*Project Contact: Fred Buder, City Planner, City of Vacaville  
(707) 449-5307*

[Fred.buder@cityofvacaville.com](mailto:Fred.buder@cityofvacaville.com)

## West Sacramento Zoning Ordinance Modernization Project (ZOMP!)

Martha Miller was the Project Manager for a comprehensive update to the City's Zoning Ordinance. The Zoning Ordinance, originally written in 1990 shortly after incorporation, had been amended numerous times but had not been comprehensively updated. As land use patterns diversified and modernized, the City found that the Zoning Ordinance was hindering new land use and development objectives and economic development. The Zoning Ordinance Modernization Project (ZOMP) brought the code up to date, adequately reflecting modern uses and current development practices. The ZOMP also provides consistency with the recently adopted General Plan.



*Project Contact: David Tilley, Principal Planner, City of West Sacramento (916) 617-4645*  
[davidt@cityofwestsacramento.org](mailto:davidt@cityofwestsacramento.org).

## Irvington BART Station Area Plan Design Guidelines

Urban Field Studio, as subconsultants to Urban Planning Partners, worked with BART and the City of Fremont to write Design Guidelines for the Irvington BART Station Area Plan. The Station Area Plan guides new development around the planned BART Station. Design Guidelines for Site and Building Design address transit-oriented development in Urban Residential and Mixed-Use land use designations for the commercial Town Center. Lessons learned from design review of incoming applications fed directly into the guidelines and were written to be objective standards.

## North San Jose Design Guidelines

Heidi Sokolowsky, while at Field Paoli Architects, wrote the North San Jose Development Policy. The design guidelines in the policy visually explain how to transform this historically low-density industrial park area into an urban transit-oriented and livable district. Since the adoption of the guidelines, new development has followed the guidelines to build higher quality, higher density, and more usable urban places.



## Fremont Building Massing and Zoning Policy Study

Urban Field Studio illustrated the physical appearance of second-story additions using a variety of zoning metrics for single-family housing for policy decision making. Three-dimensional (3D) models and an animation were used as part of the study that informed zoning changes. As architects, Urban Field Studio is able to show how much development can fit within a site by testing the physical feasibility, and applying our understanding of how buildings function and can be built. They work with economists and development specialists to understand the market/financial feasibility of future/potential development.





## City of Palo Alto Comprehensive Plan & Housing Implementation Ordinance

Jean Eisberg of Lexington Planning led a Zoning Ordinance update to remove constraints to multi-family housing production through a local density bonus program (an alternative to Senate Bill [SB] 35), increased FARs, reduced parking requirements, by-right standards, and streamlined review by removing two decision-making bodies from the review process. The project included analysis of the City of Palo Alto's ordinance, a parking occupancy study, interviews with developers and architects who regularly use the City's code, and a series of study sessions and hearings with the City's decision-makers. The ordinance went into effect in May 2019. As of October 2019, Jean is now working with the City of Palo Alto on an SB2-funded project to prepare objective standards.



*Project Contact: Jonathan Lait, Director, City of Palo Alto  
(650) 329-2679*

[jonathan.lait@cityofpaloalto.org](mailto:jonathan.lait@cityofpaloalto.org)

## Entitlement Assistance & Senate Bill 35 Applications (Berkeley, El Cerrito, Emeryville, and Los Altos)

Since 2015, Jean Eisberg of Lexington Planning has provided entitlement assistance services to Rhoades Planning Group, a development consulting firm. She prepares entitlement applications for multi-family infill residential and commercial projects, rezoning analyses, and land use and housing yield analyses. Responsibilities include preparation of use permit applications, California Environmental Quality Act (CEQA) analysis, coordination with project architects and engineers, and project representation at hearings. She has helped prepare four applications for SB35 streamlining.



*Project Contact: Mark Rhoades, President, Rhoades Planning Group  
(510) 545-4341*

[mark@rhoadesplanninggroup.com](mailto:mark@rhoadesplanninggroup.com)

# Work Program

Objective design and development standards for multi-family and mixed-use development promote quality housing development by providing a clear, predictable, streamlined path to project approval.

The scope of services provided below includes our approach to create objective development standards for multi-family and mixed-use zoning districts that result in high-quality development consistent with the General Plan through an efficient and effective process.

Our current zoning and design work in other cities involves a broad array of implementation concepts, including best practices for multi-family residential and mixed-use design. We understand the development review process, as well as how zoning and development standards work from an applicant's perspective. This background will enable us to focus quickly on viable options for San Leandro.

## Scope of Services

### Task 1: Project Initiation and Background Research

**1.1 Kick-off Meeting and Area Tour.** Prepare for and participate in a kick-off meeting with City staff to discuss ideas and aspirations for the project, finalize the work program and schedule, define the community engagement schedule and details, clarify roles and responsibilities, and discuss relevant project information. During the same trip as the kick-off meeting, conduct a tour of areas where multi-family and mixed-use development has been completed, is allowed, or is anticipated to become familiar with the physical details of development.

**1.2 Technical Review.** Conduct technical review and analysis of City policy documents, design guidelines, development standards, and review procedures. Documents to be reviewed and analyzed include, but are not limited to, the 2035 General Plan, General Plan Land Use Map, Zoning Ordinance, Zoning Map, East 14<sup>th</sup> Street South Area Development Strategy, Bay Fair Transit-Oriented Development Specific Plan, Downtown Transit-Oriented Development Strategy, Downtown Design Guidelines and Principles, and North Area Specific Plan. Examine the impact of existing regulations and conditions on encouraging or discouraging high quality design.

**1.3 Project Review.** Review representative sets of project plans for multi-family and mixed-use development for use in reviewing how current standards and design guidelines are applied and evaluate the review process, assessing the opportunity to streamline the application process.

**1.4 Site Analysis.** Identify and document key physical and use characteristics in areas where multifamily and mixed-use development is allowed or anticipated. Site analysis will serve as a visual inventory to inform appropriate objective standards for each zoning district.

#### **Meetings:**

- *Kick-off Meeting and Area Tour*

#### **Products**

- *Site Analysis*

## Task 2: Meetings & Outreach

**2.1 Public Outreach Program.** Prepare a Public Outreach Program clearly identifying all public outreach activities for the project including all public meetings, workshops, online engagement, and other outreach tools.

**2.2 Project Kickoff with City Council.** Prepare materials for and conduct a project kickoff presentation at a meeting with the City Council to introduce the project and the project team, develop a mutual understanding of the nature of the project and project expectations, provide information on state requirements regarding the review and regulation of housing development, introduce the potential and limitations of objective design standards, present various approaches, and receive input on issues of particular significance to the City.

**2.3 Stakeholder Roundtables.** Conduct two days of stakeholder roundtable discussions or interviews, including property owners, designers, architects, developers, City officials, as appropriate, and other groups. One series of roundtable discussions may occur early in the process to understand concerns from a variety of perspectives. Another may be held later in the project to get feedback on standards as they are being considered.

**2.4 Workshops.** Conduct interactive workshops to gather information, present findings and suggestions, and review recommendations. We envision a series of workshops at key stages during the planning process to provide opportunities for public education and informal comment on choices being considered, which may include:

- **Workshop #1: Project Introduction and Issue Identification.** To be held early in the process, this workshop will introduce the project objectives and schedule and highlight the key compatibility issues, including photographs and graphics, and examples of how peer communities may have resolved similar issues. Initial impressions and findings will be shared, and the community's issues and concerns will be heard.
- **Workshop #2: Draft Standards.** This workshop will allow the project team to present and get feedback on the draft development standards.

**2.5 Neighborhood Meetings.** Conduct meetings with specific neighborhoods throughout the project to discuss the progress of the project, emerging concepts, completed work products, and next steps.

**2.6 Project Website.** Provide project information on the City's website, including text, photographs, maps, renderings, other images, and information explain the project's process. Project memoranda and milestone documents may be uploaded to the website to be accessed by interested community members.

**2.7 Outreach Toolkits.** In order to engage those who do not otherwise come to public workshops, it can be effective to meet with a variety of community groups, associations, and individual citizens in a variety of settings, such as regular meetings of community organizations or at a gathering of interested neighbors. "Toolkits" of outreach materials, based on workshop materials and project information developed for other aspects of the project, may be provided to enable staff to conduct project briefings to these types of groups throughout the project. Staff will organize and conduct the briefings.

**2.8 Staff Work Sessions.** In person and teleconference meetings throughout the project for necessary coordination between the project team members and City staff.

**Meetings:**

- *Project Kickoff with City Council*
- *Stakeholder Roundtables*
- *Workshops (2)*
- *Neighborhood Meetings*
- *Staff Work Sessions*

**Products**

- *Public Outreach Program*
- *Workshop/Meeting Materials*
- *Website Materials*
- *Outreach Toolkits*

### Task 3: Development Constraints

**3.1 Development Constraint Review.** Based on initial outreach efforts and technical review and evaluation, prepare a Development Constraints Memo and supporting materials presenting the strengths and weaknesses of the existing development standards and review processes in terms of its ability to result in high-quality, well-designed development that meet desired density and intensity. The memo will highlight areas of subjectivity in the existing code and identify options and recommendations where existing language should be strengthened into standards and clarified with graphics, and/or where new standards may be warranted. It will also analyze how existing use regulations and development standards work together to meet the City's housing production and design objectives. This analysis will help identify the advantages and potential limitations of existing standards and inform the revisions drafted in Task 4.

**Products**

- *Development Constraints Memo and Supporting Materials*

### Task 4: Objective Development Standards

**4.1 Administrative Draft Multi-Family and Mixed-Use Development Standards.** Prepare illustrated objective development and design standards for Multi-Family Residential and Mixed-Use districts throughout the city in the form of relined amendments to the General Plan and Zoning Code. Standards will be tailored to the variety of building types and architectural styles appropriate in San Leandro and address topics such as:

- Site planning, including access and connections, landscaping, open space, drainage, loading and service areas, lot coverage, lot size, surfacing, fences and walls, setbacks, and others.
- Building form, including height, articulation, frontage, bulk and mass, streetwall, ground floor activation, interior configuration for usable commercial space, orientation, lighting, materials, transparency, roof form, stepbacks, windows, and others.
- Parking, including location, required spaces, design of parking areas, bicycle parking, electric vehicle parking, and others.

- Signage, including allowances for sign area and sign types.
- Transit and pedestrian amenities.
- Infill development and transition to lower-density areas.

Also as part of this task, the consultant team will coordinate with staff in the Planning, Building, Engineering, and Fire Divisions on standard conditions of approval and design considerations typically gained through a discretionary review process. Where determined necessary, objective standards to implement standard conditions of approval and design considerations that are currently applied through discretionary will be included in the draft development and design standards.

**4.2 Testing.** Urban Field Studio will test the standards on up to three key opportunity sites to ensure the standards enable the intended development and illustrate proposed draft standards with precedent photographs, diagrams, sketches, and computer models to describe the application of standards as needed. Site feasibility tests are limited to what can physically fit on an opportunity site (or typical site, if applicable) and consider the economic feasibility of building and constructability at a more cursory level. Findings from site feasibility tests will be used to determine recommendations for zoning modifications and new design guidelines. The architectural visuals generated from this test will be produced to a sketch quality supported by 3D massing models and diagrams for the purpose of studying criteria for development and will not be produced as a rendering.

**4.3 Public Review Draft Multi-Family and Mixed-Use Development Standards.** Review staff comments on the administrative draft regulations prepare the Public Review Draft Multi-Family and Mixed-Use Development Standards.

**4.4 Public Hearing Draft Multi-Family and Mixed-Use Development Standards and CEQA Technical Memo.** Prepare a Public Hearing Draft Multi-Family and Mixed-Use Development Standards based on comments received on the Public Review Draft. The Public Hearing Draft Multi-Family and Mixed-Use Development Standards will be considered during Task 5, Public Review and Adoption. It is anticipated that the development standards will be consistent with the development intensity considered in the General Plan EIR. Miller Planning Associates will prepare a technical memo supporting findings of consistency with the General Plan EIR.

#### **Meetings**

- *Meeting with Staff to Review the Draft Multi-Family and Mixed-Use Development Standards*

#### **Products**

- *Administrative Draft Multi-Family and Mixed-Use Development Standards*
- *Standards Testing (Up to Three Key Opportunity Sites)*
- *Public Review Draft Multi-Family and Mixed-Use Development Standards*
- *Public Hearing Draft Multi-Family and Mixed-Use Development Standards*

## **Task 5: Public Review and Adoption, Implementation Aids**

**5.1 Public Hearings.** Prepare materials for and make formal presentations at up to two Planning Commission and two City Council public hearings to support adoption of the Multi-Family and Mixed-Use Development Standards.

**5.2 Final Multi-Family and Mixed-Use District Development Standards.** Based on City Council action, prepare the final Multi-Family and Mixed-Use Development Standards.

**5.3 User's Guide and Review Checklist.** Prepare an illustrated user's-guide and a review checklist that specifically outlines the objective standards that will be used when considering multi-family and mixed-use development and how they are to be applied. The user's guide will be developed for external use by architects, designers, developers, and others and demonstrate how to use the development standards in designing projects. The review checklist will be developed for internal use by staff and demonstrate how to review projects for conformance with the standards. Both the user's guide and review checklist will be clear and concise and rely on graphics and illustrations.

**Meetings**

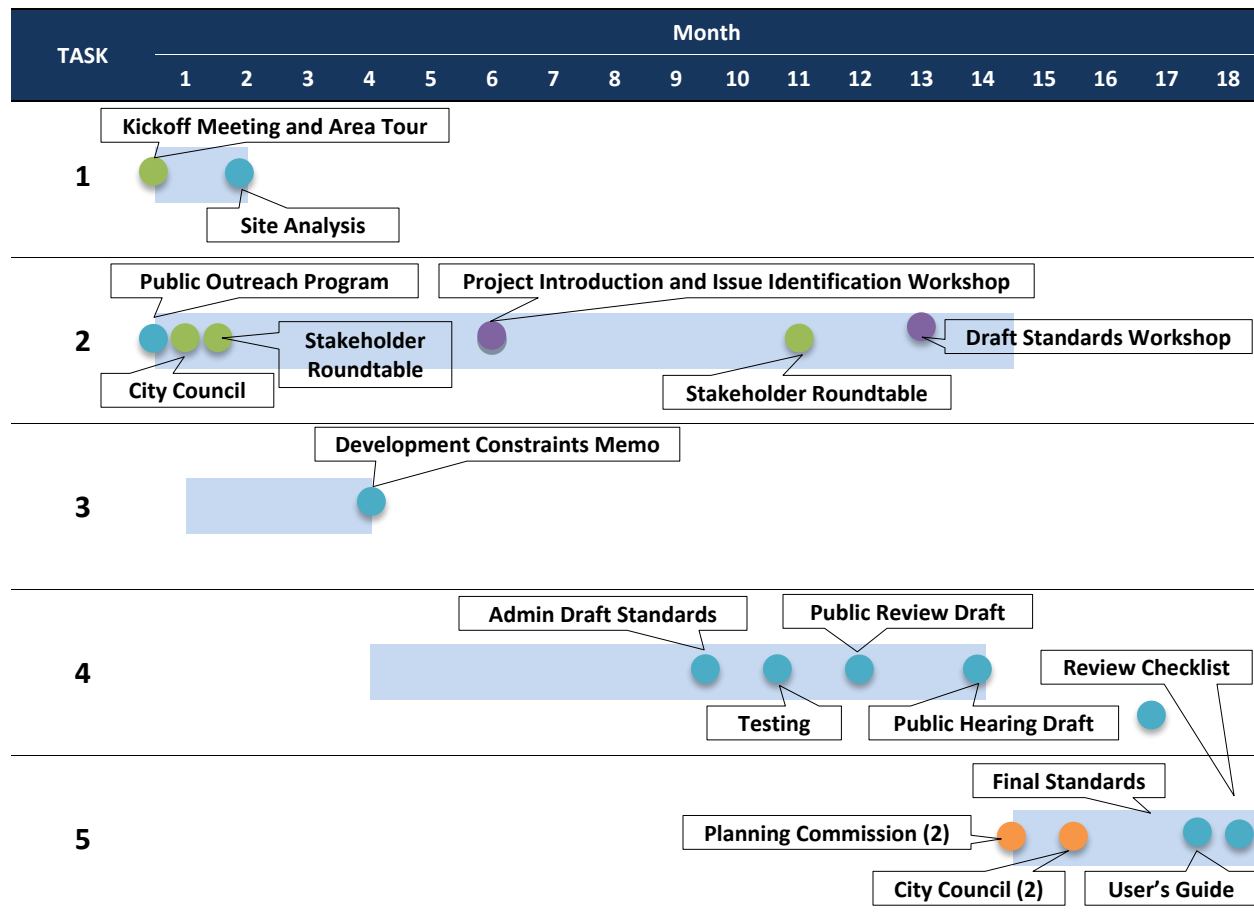
- *Planning Commission Hearings (2)*
- *City Council Hearings (2)*

**Products**

- *Final Multifamily and Mixed-Use Development Standards*
- *User's Guide*
- *Review Checklist*

## Schedule

A proposed schedule is presented below with key milestones and meetings indicated throughout. We have proposed an 18-month timeframe; we are happy to work with you to refine the scope and schedule to best fit the City's needs.



Note: Neighborhood and staff meetings will be held throughout the duration of Task 2.

- Meeting
- Workshop
- Document
- Hearing

## Budget

Based on the tasks identified in the Scope of Services, we are pleased to offer to complete the City of San Leandro Objective Development Standards for a budget of **\$309,950**. We have budgeted for all of the tasks with a level of effort that we believe is necessary to meet the project objectives and achieve success.

Our cost proposal is summarized in the table on the next page. The budget worksheet shows the number of hours for each member of the project team broken out by task, proposed hourly rates for team members, total costs for each task, and a total cost for the project. We offer flexibility to the City regarding the scope and budget, and are willing to discuss how they may be altered to better fit the City's needs or budget constraints.

The project budget is based on the following assumptions:

- **Documents and GIS Data.** We assume links to all relevant planning and zoning materials, ordinances, any related uncodified ordinances, and any pertinent reports and GIS data will be provided.
- **Consolidated Comments and Direction.** City staff will provide a single set of nonconflicting, consolidated comments on the review drafts of all documents.
- **Printing.** The consultant team will provide digital files of documents in Word and PDF formats. The City will be responsible for printing and any mailing of hard copies of reports, and other material.
- **Reimbursable Expenses.** The budget includes direct costs related to the project, including travel expenses, mailing and printing costs, and other similar reimbursable expenses.
- **Additional Services.** Additional services beyond those identified in the Scope of Services will be provided at the market billing rates of the firm at the time the additional services are requested.
- **Budget Allocation.** Miller Planning Associates reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.
- **CEQA Review.** The City adopted its award-winning 2035 General Plan in 2016. The scope of work assumes that the zoning revisions would not propose to increase development density and intensity beyond what was projected in the General Plan and analyzed in the EIR. If densities and intensities beyond those stipulated in the General Plan are proposed, a General Plan Amendment may be required. If necessary, these amendments would be accompanied by additional environmental review under CEQA, likely in the form of an Addendum to the General Plan EIR. Time and fee would be reallocated to address General Plan amendments and/or CEQA review.



San Leandro, CA Objective Design Standards		TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TOTAL FEE
		Project Initiation and Background Research	Meetings & Outreach	Development Constraints	Objective Design Standards	Public Review and Adoption, Implementation Aids	
<b>Miller Planning Associates</b>							
Principal \$180	Hours	58	72	59	320	46	<b>555</b>
	Cost	\$10,440	\$12,960	\$10,620	\$57,600	\$8,280	<b>\$99,900</b>
FIRM TOTAL	Hours	58	72	59	320	46	<b>555</b>
	Cost	\$10,440	\$12,960	\$10,620	\$57,600	\$8,280	<b>\$99,900</b>
<b>Urban Field</b>							
Project Manager \$185	Hours	60	44	30	255	32	<b>421</b>
	Cost	\$11,100	\$8,140	\$5,550	\$47,175	\$5,920	<b>\$77,885</b>
Consulting Principal \$235	Hours	20	12	10	30	18	<b>90</b>
	Cost	\$4,700	\$2,820	\$2,350	\$7,050	\$4,230	<b>\$21,150</b>
Senior Urban Designer \$150	Hours	83	30	12	168	32	<b>325</b>
	Cost	\$12,450	\$4,500	\$1,800	\$25,200	\$4,800	<b>\$48,750</b>
FIRM TOTAL	Hours	163	86	52	470	82	<b>836</b>
	Cost	\$28,250	\$15,460	\$9,700	\$79,425	\$14,950	<b>\$147,785</b>
<b>Lexington Planning</b>							
Principal \$170	Hours	44	32	80	178	12	<b>346</b>
	Cost	\$7,480	\$5,440	\$13,600	\$30,260	\$2,040	<b>\$58,820</b>
FIRM TOTAL	Hours	44	32	80	178	12	<b>346</b>
	Cost	\$7,480	\$5,440	\$13,600	\$30,260	\$2,040	<b>\$58,820</b>
Direct Costs		\$510	\$1,055	\$180	\$500	\$1,250	<b>\$3,495</b>
PROJECT TOTAL	Hours	<b>265</b>	<b>190</b>	<b>191</b>	<b>968</b>	<b>140</b>	<b>1737</b>
	Cost	<b>\$46,680</b>	<b>\$34,915</b>	<b>\$34,100</b>	<b>\$167,785</b>	<b>\$26,520</b>	<b>\$310,000</b>

# **Appendix A: Project Team Resumes**

Martha Miller has over 15 years experience as a land use planner and project manager specializing in development regulations, specific plans, master plans, TOD strategies, and community engagement. Her experience as a public sector planner, where she managed comprehensive community plan updates, subdivisions plans, and development and entitlement projects brings a unique and valuable perspective. Martha has also led complex projects with multiple subconsultants on technical ordinances for industrial land use regulations, landscaping, hillsides, parking, sustainability, planned development, and community benefits. Martha's approach is marked by carefully assessing each client's needs and resources, and bringing best practices from form-based, performance-based, and Euclidean applications.

Relevant Project Experience:

- El Monte, CA, Comprehensive Zoning Ordinance and Citywide Design Guidelines Update
- Goleta, CA, New Zoning Ordinance and Coastal Implementation Plan
- Hayward, CA, Industrial District Regulations Update
- Morro Bay, CA, Comprehensive Zoning Code and Coastal Implementation Plan Update
- Newark, CA, Comprehensive Zoning Ordinance Update
- Pomona, CA, Zoning and Subdivision Code Update
- West Sacramento, CA, Zoning Modernization Project
- Santa Barbara, CA, New Zoning Ordinance
- West Hollywood, CA, Norma Triangle Neighborhood Overlay District and Design Guidelines
- Fresno, CA, Development Code Update
- Honolulu, HI, Transit Oriented Development Land Use Ordinance Amendments
- Lake Tahoe, CA, Tahoe Region Local Planning Implementation
- Mammoth Lakes, CA, Commercial Districts Development Standards
- Placer County, CA, Area Plan and Implementing Ordinance
- Porterville, CA, Development Code Update
- Princeton, San Mateo County, CA, General Plan, Zoning, and Local Coastal Plan Update
- San Carlos, CA, Zoning Ordinance Update
- San Gabriel, CA, "Greening the Code" Zoning Amendments
- South San Francisco, CA, Zoning Ordinance Update
- Yuba County, CA, Development Code Update



**PAST WORK EXPERIENCE**

**RRM Design Group**

San Luis Obispo, CA, Principal Planner,  
2015 - 2017

**Dyett & Bhatia Urban and Regional Planners**

San Francisco, CA, Principal, 2008 - 2015

**San Luis Obispo County**

San Luis Obispo, CA, Senior Planner, 2004 - 2008  
Planner, 2000 - 2003

**Sapphos Environmental**

Pasadena, CA, Urban Planner/Environmental  
Analyst, 2003 - 2004

**EDUCATION**

**California Polytechnic State University**

San Luis Obispo, CA, Master of City & Regional  
Planning

**Purdue University**

West Lafayette, IN, B.S. Industrial Engineering

**CERTIFICATIONS & MEMBERSHIPS**

**American Institute of Certified Planners**

2004 - Present

**American Planning Association**

2002 - Present

California Central Coast San Luis Obispo  
Subsection Director (2015 - 2017)

**AWARDS**

**American Planning Association, 2014**

Los Angeles Section Award, San Gabriel  
"Greening the Code"

**SCAG Sustainability Award, 2014**

San Gabriel "Greening the Code"



## JANE LIN / **FOUNDING PARTNER, AIA** URBAN FIELD STUDIO

Jane is a licensed architect and urban designer with twenty years of experience working with municipalities and agencies in the San Francisco Bay Area and beyond. Her work includes urban design for streetscape improvements, transit area planning, and revitalizing mixed-use districts. Jane lectures at UC Berkeley and teaches architecture to school aged students (K-12). It is important to Jane that large groups of non-designers become empowered with creative communication skills because they are the key to making our communities better.

### **EDUCATION**

University of California, Berkeley  
Master of City Planning with  
Concentration in Land Use, 2005

University of California, Berkeley  
Master of Science in Architecture  
with Concentration in Building  
Science, 2005

University of California, Berkeley  
Bachelor of Arts in Architecture,  
1999

### **CERTIFICATIONS**

Licensed Architect in California

LEED AP - ND Leadership in  
Energy and Environmental Design  
Accredited Professional with a  
Specialty in Neighborhood Design

### **ASSOCIATIONS**

Lecturer, UC Berkeley  
ED 201 Master of Urban Design  
Studio  
CP140 Urban Design and  
Placemaking

National League of Cities and ULI,  
Rose Center for Public Leadership,  
Faculty Advisor to the City of Tucson

ULI Technical Assistance Panelist for  
the City of Dublin

ULI Associate Member  
AIA East Bay Member  
SPUR Member

### **SELECT PROJECTS**

#### CONCEPTUAL ARCHITECTURE

Coliseum Development Study, City of Oakland CA  
Incubator Office Study, Prosperity Exchange, Oakland CA  
Pacifica Hotel and Library Studies, City of Pacifica CA

#### LAND USE STRATEGY

Downtown Dublin Vision, City of Dublin  
Mission San Jose Commercial Strategy Study, City of Fremont  
Centerville Framework Plan, City of Fremont CA  
Anaheim Greater Downtown Plan, Anaheim CA  
Delta Communities Vision, Delta Planning Commission

#### FEASIBILITY STUDIES

Fremont Civic Center Phase 2 Feasibility Study, City of Fremont  
Vermont/Santa Monica Station Feasibility Study, Metro (Los Angeles) Joint  
Development  
Belmont Specific Plan, City of Belmont CA

#### PUBLIC OUTREACH AND EDUCATION

Historic Newark Community Meetings, City of Newark  
Santa Clara Downtown Community Vision, City of Santa Clara CA  
Santa Cruz Corridors Planning, City of Santa Cruz CA

#### DESIGN GUIDELINES

North Hollywood Station Guide for Development, Metro Joint Development CA  
Irvington BART Station Area Plan, City of Fremont and BART  
Greater Downtown Guide for Development, City of Anaheim CA

### **PROFESSIONAL AWARDS**

Artist-In-Residence Educator with LEAP Arts in Education  
Eisner Prize in City Planning, UC Berkeley  
APA Award for the Belmont Village Specific Plan

### **COMMUNITY ACTIVITIES**

ULI Urban Plan Juror, Facilitator, Curriculum Contributor, and Piedmont High  
School Champion  
Panel Discussion Organizer for the San Francisco Urban Film Fest  
Piedmont Unified School District Facilities Steering Committee  
Piedmont Arts Fund Chair  
Piedmont Makers Board Member

[www.urbanfieldstudio.com](http://www.urbanfieldstudio.com)



## HEIDI SOKOLOWSKY / **FOUNDING PARTNER** URBAN FIELD STUDIO

Heidi Sokolowsky is a passionate urban designer who has been practicing for more than twenty years in the Bay Area and in Europe. Heidi focuses on context-based sustainable development with an emphasis on the public realm, quality of space, connectivity, and urban mixed-use. She has managed small and large projects, ranging from the implementation of public art to the preparation of site studies, design guidelines, and district plans. Heidi has also been a lecturer for urban design at San José State University and serves as a regular studio critic at the California College of the Arts, University of San Francisco, and UC Berkeley.

### **EDUCATION**

University of Technology Darmstadt,  
Germany

Dipl. Ing. Arch. (Masters of Science  
in Architecture), with concentration  
in Urban Design, 1996

University of Technology Darmstadt,  
Germany

Vordiplom Architektur, (Bachelor of  
Science in Architecture), 1990

### **CERTIFICATIONS**

LEED AP - Leadership in Energy and  
Environmental Design Accredited  
Professional

### **ASSOCIATIONS**

Lecturer, Bauhaus University Weimar,  
Germany

Lecturer, San Jose State University,  
Department of Urban and Regional  
Planning

SPUR Member  
Regional Strategy Urban Design  
Working Group

ULI Associate Member

Associate AIA

### **SELECT PROJECTS**

#### CONCEPTUAL ARCHITECTURE

Pacifica Hotel and Library Studies, City of Pacifica CA  
Housing Sites Study for General Plan Update, Menlo Park, CA

#### LAND USE STRATEGY

Diridon Station Area Plan, City of San José CA  
PG&E Land Remediation Consultant, Bakersfield CA  
Livermore BART Station Area Plan, Livermore CA  
Bergamot Station Area Plan, City of Santa Monica CA  
Santa Clara Station Area Plan, City of Santa Clara CA  
West Triangle Waterfront Master Plan, West Sacramento, CA

#### FEASIBILITY STUDIES

Anaheim Greater Downtown Plan, Anaheim CA  
Winchester/Santana Row Urban Villages, City of San Jose CA  
El Camino Real/ Chestnut Avenue Plan, City of South San Francisco CA

#### PUBLIC OUTREACH AND EDUCATION

Public Charrettes in Woodbridge and Purcellville VA  
Santa Clara Downtown Community Vision, City of Santa Clara CA  
Waldport Open Space Charrettes, Waldport OR  
Gilroy High-Speed Train Station Visioning Project, City of Gilroy CA

#### DESIGN GUIDELINES

Irvington BART Station Area Plan, Fremont, CA  
North San José Design Guidelines, City of San José CA  
North Hollywood Station Guide for Development, Metro (Los Angeles) Joint  
Development

### **PROFESSIONAL AWARDS**

AIA Award in Urban Design for "Zipper" Neighborhood Plan, Oldham, UK  
EUROPAN 8 European Urbanity Award, Dordrecht, Netherlands  
AIA Award in Urban Design for Harvey Milk Memorial Plaza Design, SF

### **COMMUNITY ACTIVITIES**

Panel Discussion Organizer for the San Francisco Urban Film Fest (2014)  
ULI Urban Plan Facilitator  
Board Member at City|Space, nonprofit cultural organization, San Francisco  
CMSP Certified Motorcycle Instructor



## FRANK L. FULLER / PARTNER, FAIA URBAN FIELD STUDIO

Frank Fuller is an architect and urban designer who has practiced in the United States for over forty years. In addition to architectural commissions, he has helped to transform downtowns, towns, and campus centers into active, pedestrian-oriented places. Frank understands the perspectives of public agencies and private developers in building and revitalizing communities. By using a consensus-oriented approach, he integrates multiple interests to create strong public and private realms.

### EDUCATION

University of California, Berkeley  
Master of City & Regional Planning,  
1976

University of California, Berkeley  
Master of Architecture, 1973

Princeton University, NJ  
Bachelor of Arts in Architecture,  
1968

### CERTIFICATIONS

Licensed Architect in California,  
Nevada, and Arizona  
Accreditation by NCARB

### ASSOCIATIONS

Fellow, American Institute of  
Architects

AIA East Bay Chapter President  
(2000)

AIACC, Urban Design Committee  
Chair (2009-14)

National League of Cities and ULI,  
Rose Center for Public Leadership,  
Faculty Advisor for the City of  
Anchorage

ULI Urban Revitalization Council,  
Member

ULI Technical Assistance Panel  
Committee Co-Chair (2018-ongoing)

### SELECT PROJECTS

#### CONCEPTUAL ARCHITECTURE

Coliseum Development Study, City of Oakland CA  
Downtown Revitalization Studies for the City of Morgan Hill  
Santa Clara Downtown Strategy, Santa Clara, CA

#### LAND USE STRATEGY

Anaheim Civic Center Area Study, City of Anaheim CA  
Diridon Station Area Plan, City of San José, CA  
Flagstaff Downtown Development Strategy, Flagstaff, AZ  
Centerville Framework Plan, City of Fremont CA

#### FEASIBILITY STUDIES

Anaheim Greater Downtown Plan, Anaheim CA  
Livermore BART Station Area Plan  
Arts District Development for the City of Long Beach

#### PUBLIC OUTREACH AND EDUCATION

Waldport Charrettes, Waldport, OR  
Fairfax Mason Charrette, Fairfax, VA

#### DESIGN GUIDELINES

Long Beach Design District Implementation Plan, City of Long Beach, CA  
North San José Design Guidelines, City of San José, CA

### PROFESSIONAL AWARDS

APA NC Honor Award for Milpitas Transit Area Plan  
APA NC Honor Award for Santa Clara Station Area Plan  
APA California Merit Award for North San José Neighborhoods Plan  
AIACC Presidential Citation

### COMMUNITY ACTIVITIES

Rose Center Fellow, ULI and National League of Cities  
Master of Urban Design Studio, UC Berkeley, College of Environmental Design  
Architecture Design Studios, UC Berkeley, College of Environmental Design  
AIA National Urban and Regional Design Awards Jury Chair  
AIACC Urban Design Committee Chair  
AIACC|CCASLA Urban Design Awards Chair  
California Redevelopment Association Awards Jury



**Jean Eisberg, AICP • Principal**

**jean@lexingtonplanning.com • (415) 516-4479**

Jean has over 15 years of experience in the public, private, and non-profit planning and urban policy sectors. She has extensive experience as a project manager, facilitating complex multi-stakeholder planning assignments for municipal clients throughout California and the western United States. Her work has focused on general plans, corridor and station area plans, housing elements, design guidelines, environmental review, zoning ordinances, community outreach, and development project review. She has helped to entitle over 900 housing units and 750,000 square feet of commercial and industrial development across six jurisdictions.

Jean is an AICP-certified planner, skilled facilitator and presenter, winner of several APA awards for comprehensive plans, and a recurring guest lecturer at the University of California, Berkeley and San Jose State University. Jean has an A.B. from Dartmouth College and a Master of City and Regional Planning from the University of California, Berkeley.

**WORK HISTORY**

Principal, **Lexington Planning** • Berkeley, CA, 2014 – Present

Principal Planner, **Urban Planning Partners** • Oakland, CA, 2013 – 2014

Senior Associate, **Dyett & Bhatia** • San Francisco, CA, 2007 – 2013

Project Assistant, **City of Oakland Redevelopment Agency** • Oakland, CA, 2006 – 2007

Research Analyst, **MDRC** • Oakland, CA, 2002 – 2005

**REPRESENTATIVE PROJECTS**

**General Plans and Housing Elements**

**City of Carlsbad** Housing Element

**City of Emeryville** General Plan

**City of Lodi** General Plan and Housing Element

**Area Plans**

**City of Newark** Historic Newark Specific Plan and Development Prototypes

**City of Concord** Naval Weapons Station Specific Plan (w/ Taecker Planning & Design)

**City & County of Honolulu (HI)** Downtown & Kalihi Neighborhood TOD Plans

**City of San Diego** Commercial/Imperial Corridor Master Plan

**City of San Diego** Southeastern & Encanto Neighborhoods Community Plans

## Zoning Ordinances & Design Guidelines

**City of Albany** Density Bonus Ordinance

**City of Albany** Economic Development Ordinance

**City of Emeryville** Citywide Design Guidelines

**City of Emeryville** Parking, Community Benefits, and Sign Ordinance

**City of Hayward** Industrial District Regulations Update (with RRM Design Group)

**City of Palo Alto** Retail Protection Ordinance

**City of Palo Alto** Comprehensive Plan Implementation/Zoning Ordinance Update

**City of Santa Monica** Community Benefits and Bonus Density Ordinance

**Marin County** Multi-Family Residential Design Guidelines

## Development & Entitlements

**Rhoades Planning Group** Development Entitlement Applications in Berkeley, El Cerrito, Emeryville, Oakland, and Los Altos; three SB35 streamlining applications

**Stuart Alexander and Associates** Central Richmond Rent Study

**City of Richmond** Chevron Refinery Project: Community Benefits Outreach

**City of San Francisco** Public Utilities Commission Real Estate Strategy Consulting

## Contract Planning

**City of Albany** UC Village Mixed Use (175 senior housing units, 45,000 sq. ft. retail)

**City of Berkeley** Bayer HealthCare (80,000 sq. ft. testing facility)

**City of Foster City** Foster Square (420 senior housing units, 30,000 sq. ft. retail)

**City of Foster City** Chess Hatch Office Development (600,000 sq. ft. office)

**City of Lafayette** Woodbury Highlands (99 housing units), The Brant (66 units)

**City of Pleasanton** Various

## Environmental Review

**City of El Cerrito** Active Transportation Plan Initial Study/MND, Urban Greening Plan Initial Study/MND, and Parks & Recreation Facilities Master Plan Initial Study/MND

**City of Emeryville** General Plan EIR

**City of Lafayette** Downtown Creeks Master Plan EIR Addendum (w/ Gates & Assoc.)

**City of Lodi** General Plan EIR

**City of Richmond** Central Avenue Multifamily Housing Initial Study/MND

**Bay Area Rapid Transit District (BART)** Livermore Extension Project EIR



## HONORS & AWARDS

- APA Hawaii Chapter Award: Downtown & Kalihi Neighborhood TOD Plans, 2016
- APA San Diego Section Award: Southeastern and Encanto Community Plans, 2016
- APA Sacramento Valley Section Award: Lodi General Plan, 2011
- APA Northern California Section Award: Emeryville General Plan, 2010
- University of California, Berkeley: Outstanding Graduating Student, 2007 (selected by faculty)
- University of California, Berkeley: Graduation Day Class Speaker, 2007 (selected by peers)
- Dartmouth College: Alpine Ski Team - NCAA All-American, “Wearers of the Green” Hall of Fame Inductee, Inspiration Award, and Coach’s Award

## PUBLICATIONS, ARTICLES, LECTURES

“Industrial District/High Tech Zoning Regulations.” Lecture. Carnegie Mellon University, Pittsburgh, PA (2017).

Eisberg, Jean and Eleanor Hollander. “Fractured Waterways: Land Use and Jurisdictional Conflict in the Sacramento-San Joaquin River Delta.” Lecture. University of California, Berkeley, and San Jose State University. (2008-2017).

Transportation Planning Subject Matter Expert. Silicon Valley, CA (2016).

“Company Town 2.0: How Google and Facebook are Rethinking the Corporate Campus.” Mobile Workshop. California APA Conference, Oakland, CA (2015).

“Diverse Communities, Diverse Strategies: Lessons in Multi-cultural Outreach.” Lecture. California APA Conference, Visalia, CA (2013).

“Urban Field Notes: San Francisco, An Urban Athlete’s Training Ground.” *The Urbanist*. 524. (2013).

“Building a Regional Voice: Stakeholder Perceptions of SACOG’s Blueprint Initiative” *Berkeley Planning Journal* 20. (2007): 97-119.

*Green Jiaxing: Sustainable Design Principles for a Harmonious City*. University of California, Berkeley. (2007).

“Navigating the Waterways of Collaboration.” *Frameworks* vol. 6. University of California, Berkeley. (2007): 22-23.

## EDUCATION

Master of City and Regional Planning, University of California, Berkeley.

Bachelor of Arts, History and Asian Studies, Dartmouth College.

## EXHIBIT B

### INDEMNIFICATION

- A. Consultant shall 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, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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