

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND RAIMI + ASSOCIATES

THIS SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of March 10, 2021 by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and Raimi + Associates (“Contractor”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

- A. On March 27, 2019, City and Contractor entered into a certain Consulting Services Agreement (“Agreement”) whereby Contractor agreed to prepare the General Plan update, Zoning Code Update and Environmental Impact Report project, including an update to the Climate Action Plan, Form Based Code section of the Zoning Ordinance Update plus a ten percent contingency. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.
- B. The First Amendment to the Agreement was made on July 31, 2020 for professional staff assistance with the Commission on Racial and Social Equity. A true and correct copy of the First Amendment and its exhibits is attached as Exhibit B.
- C. City and Contractor now desire to further amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

- 1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
- 2. Section 1. Term. The end date for the term of services identified in Section 1 of the Agreement is hereby replaced with September 30, 2022.
- 3. Section 2. This section of the Agreement shall be amended such that the City agrees to pay Contractor an additional sum of \$629,762 for the work outlined in Exhibit C.

Contractor agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

By: _____
Mike Futrell, City Manager

By: _____
Matthew Raimi, Raimi + Associates

Approved as to Form:

By: _____
City Attorney

EXHIBIT A
(Consulting Services Agreement)

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
RAIMI + ASSOCIATES**

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and ("Consultant") (together sometimes referred to as the "Parties") as of March 27, 2019 (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 hereto and incorporated herein 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 March 31, 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 provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all work required by this Agreement in a manner that conforms to the standards of quality normally observed by a person practicing in Consultant's profession in the same or similar locality and under similar circumstances.
- 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 Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Two million six hundred sixty thousand two hundred ninety nine dollars, (\$2,660,299.00) 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, or Consultant's compensation schedule, attached as Exhibit B, 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 per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all 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;
 - The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
 - 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 eight hundred (800) hours within a twelve (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.
 - The amount and purpose of actual expenditures for which reimbursement is sought;
 - The Consultant's signature.
- 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 thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and activities performed during the invoice period for which Consultant expects to receive payment.
- 2.3 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.

- 2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.
- 2.5 **Reimbursable Expenses.** The following constitute reimbursable expenses authorized by this Agreement: mileage and travel, project/sub management, document printing, data purchase, videographer, web hosting and domains, community-based organization stipends and office expenses (copies, etc.). Reimbursable expenses shall not exceed \$129,332. Expenses not listed above are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under Section 2 of this Agreement that shall not be exceeded.
- 2.6 **Payment of Taxes; Tax Withholding.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit D. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.
- 2.7 **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.
- 2.8 **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.
- 2.9 **False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

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 beginning any work under 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). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. 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 Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and/or automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$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 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). 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. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- c. City and its officers, employees, agents, and volunteers shall be named as an additional insured for Commercial General and Automobile Liability Insurance.
- d. A certified endorsement must be attached to stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers.

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 ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$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 for at least five (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 five (5) years after completion of work under this Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- 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.

4.4 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 policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies 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, this 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 Notice of Reduction in or Cancellation of Coverage.** In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than thirty (30) days after Consultant is notified of the change in coverage.
- 4.4.4 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the 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. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may substantially increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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.

4.4.7 Wasting Policy. Except for professional liability, no insurance policy required by Section 4 shall include a "wasting" policy limit.

4.4.8 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

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:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. 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
- c. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. To the fullest extent permitted by law, Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claims"), to the extent caused, directly or indirectly, in whole or in part, by the willful misconduct

or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

5.1 Insurance Not in Place of Indemnity. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Liability. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3 Third Party Claims. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

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 Subparagraph 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 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 federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) 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, including from City, 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 for cause upon thirty (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 notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

8.2 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.3 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 assign or 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.

8.4 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.

8.5 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

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 except as required by law.

- 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 three (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 Section 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 ten thousand (\$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 three (3) years after final payment under the Agreement.
- 9.4 **Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or 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 San Mateo 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 Sections 1090, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (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 twelve (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 Government Code §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 Government Code § 1090 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 the Assistant City manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant

Matt Raimi
Raimi + Associates
200 Hearst Avenue
Berkeley, CA 94709

City

Assistant City Manager
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

- 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 pertaining to the matters herein.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule

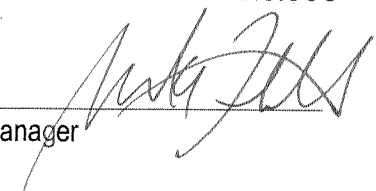
- 10.13 Counterparts.** This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.
- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

[SIGNATURES ON FOLLOWING PAGE]

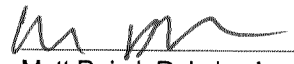
The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO

CONSULTANT

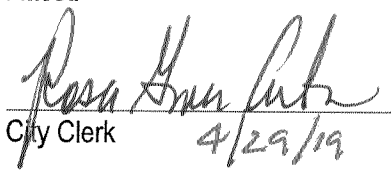


City Manager



Matt Raimi, Raimi + Associates

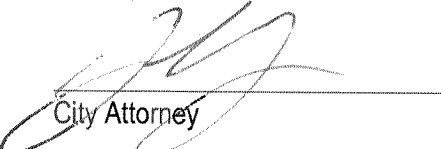
Attest:



City Clerk

4/29/19

Approved as to Form:



City Attorney

Exhibit A: Scope of Services

The following is the scope of work for the General Plan update, Zoning Code update, and Environmental Impact Report for the R+A team for the City of South San Francisco.

Task 1: Project Initiation

Task 1.1: Kick-Off Meeting

The R+A team will hold a full-day kick-off meeting in South San Francisco to initiate the project. This meeting will include an overall team meeting, one-on-one topic-specific meetings with City staff, and a tour of the City.

Task 1.2: Data Collection + Map Book

The City will provide the R+A team with a comprehensive list of documents and data necessary to prepare the General Plan and EIR. Following delivery of materials, the R+A team will prepare a supplemental document and data request list to obtain information from the City. Our team will review existing planning documents and reports provided by the City. R+A will also create a “map book”. The map book will allow the team to review geographic data across a variety of topics.

Task 1.3: Project Work Plan

R+A will develop a project work plan broken out by scope task that specifies lead and supporting team members, key work elements, major deliverables, due dates, required City actions, and task status. The Work Plan will be a living document, updated throughout the General Plan update process.

Task 1 Deliverables

- Kick-off meeting agenda and notes
- Data and document request memo
- Map Book
- Project Work Plan – draft and final

Task 2: Community Engagement

Task 2.1: Community Engagement Plan

Plan to Place will prepare a comprehensive Community Engagement Plan to clearly identify the range of outreach tools and platforms and the timing and responsibilities related to each. The Community Engagement Plan will:

- introduce the overall outreach process and engagement tools;
- identify numerous outreach targets overall and for specific stakeholder groups, such as youth and native Spanish speakers, using a “sampling plan”;
- outline project goals and objectives; identify outreach and communications responsibilities, and the engagement schedule relative to key dates and events in the community;
- provide an overview of interest groups, stakeholders, key advisors and members of the advisory committee, and the format of future meetings; and
- establish methods for communicating with City staff and stakeholders.

As part of this task, the R+A team will create a 2-page project fact sheet and FAQs. Additionally, R+A will build a contact database for the project based on existing City outreach databases and interested parties identified during the General Plan update process. This will include advocacy groups, service organizations, neighborhood associations, business interests and others. The project website should have an automated feature where

participants can add their names to the contact list. City staff will be responsible for manually entering names into the database following workshops and other meetings, as needed.

Task 2.2: Logo + Branding

R+A will prepare unique branding materials for the project. This will include a logo, color palette, document layouts and fonts, meeting notices, and PPT presentation template. All public materials will use the branding identity.

Task 2.3: Project Website + Engagement

January Advisors will prepare an interactive project website that allows for clear two-way communication and the common thread throughout the engagement process. Initially, the website will connect the community to project updates and deliverables, upcoming events, and meeting summaries. The site will include an interactive component to encourage the community to share their stories and complete surveys or interactive activities. Our team will regularly update the website and work with the City to expand existing social media and discussion forums.

Task 2.4: Community Advisory Committee (CAC) Meetings

The R+A team will facilitate up to 20 meetings with the CAC to obtain high-level feedback on the project issues; the vision and guiding principles; land use and transportation alternatives; adaptation, economic development, social equity, and other key policy topics. The CAC will serve as a sounding board for content for public workshops.

Up to five (5) CAC meetings will be organized as community educational forums, open to the public, to discuss emerging themes in planning and larger forces that could shape the future of the City. Forums could cover: climate change and adaptation, economic development, social equity, housing, and transportation. Forums may include a guest speaker and a question and answer period for participants. City staff will be responsible for logistics of every meeting including meeting locations, communicating with CAC members and the public and assisting in identifying guest speakers.

While specific content will be prepared for each meeting, significant new materials and preparation are not expected. Rather, the work by the team will be compiled and summarized for feedback from the CAC. City staff will provide logistics and communication with CAC members for this task. This will include sending emails to CAC members prior to meetings, identifying meeting spaces, and on-going communication with CAC members as necessary.

Task 2.5: Stakeholder Interviews

The R+A team will conduct up to 25 one-hour stakeholder meetings or interviews. Stakeholders will be identified with staff and may include: City Council members, advocacy organizations, major industry representatives, small business owners, real estate brokers, developers, and major property owners, and community leaders. R+A will prepare a brief memorandum summarizing the results of the stakeholder interviews.

Task 2.6: Social Equity Meetings

The R+A team will host up to six Equity Meetings targeting youth, Spanish-speaking community, Filipino groups, and under-represented groups. These meetings will be designed to engage a broader cross-section of the community in the decision-making process. We will lead the facilitation of meetings in English, Spanish, or other language as appropriate. City staff will provide logistic support including identifying rooms and participants for the meetings.

Task 2.7: Community Workshops

The R+A team will organize up to six community workshops. These are expected to be evening or weekend meetings that last approximately two to three hours. Each workshop will include an opening presentation followed by interactive exercises (including real-time balloting assumed to be administered at up to 2 workshops). The following presents our initial proposed direction for the community workshops. The proposed topic of each workshop is below:

- **Workshop 1:** Issues, Vision, + Guiding Principles
- **Workshop 2-3:** Land Use and Mobility Alternatives
- **Workshop 4-5:** Policy Direction
- **Workshop 6:** Draft General Plan Open House

To gather additional community feedback in parallel with every community workshop, our team will post workshop questions and materials online using the project website.

Our team will develop the workshop format and preparing the agenda, consolidating and synthesizing relevant materials from the technical team when needed, facilitating the workshop (lead facilitator and 1-2 assistants), and providing summary notes documenting input and identifying common discussion themes.

Plan to Place will provide an outreach flyer for each meeting that can be distributed via email and through existing city channels.

City staff will be responsible for mailing flyers and physically distributing flyers throughout the City, securing meeting rooms, obtaining daycare, providing simultaneous interpretation, and providing small group facilitators as needed beyond team members.

Task 2.8: Pop-Up Meetings

Plan to Place will facilitate up to eight “pop-up” workshops or “intercept” meetings at popular locations and well-attended events in South San Francisco (e.g., Oyster Cove Marina/Oyster Point Park (WETA South San Francisco Ferry), Alta Loma Field, Sign Hill and Orange Memorial Park, South San Francisco Farmer’s Market, Joseph A. Fernekes Recreation Building, Centennial Dog Park). These meetings will be held at times and locations convenient for all demographics, and materials will be translated and accessible for all that attend.

The team will prepare materials for three distinct pop-up workshops during the following phases: visioning; alternatives; and draft plan. For each phase, the R+A team will attend the pop-up events and City staff can attend additional events as needed during each phase.

Task 2.9: Sub-Area Meetings

The R+A team will conduct up to 18 sub-area meetings. The meetings will be held in two phases. The first phase will include meetings in each sub-area and be developed as “listening sessions” to:

- Provide an overview of the planning process;
- Activate residents for the Citywide workshops; and
- Discuss key issues and new opportunities in the subarea.

The second phase of sub-area will focus on more specific land use, transportation, adaptation, and/or other policy and design issues. It is anticipated that interactive tools including real-time balloting will be used at up to four of the sub-area meetings.

Our team will provide logistics planning support, developing the meet format and preparing the agenda, facilitating the meetings (lead facilitator and 1 assistant), and providing summary notes documenting input and identifying common discussion themes.

Task 2.10: Planning Commission, City Council + Committee/Commission Meetings (12x)

Throughout the planning process, the R+A team will meet with Planning Commission, City Council, and other boards and commissions. A total of 12 meetings are planned – four joint City Council/Planning Commission Meeting and eight meetings with committees or commissions (to be determined during the process). The R+A team will hold four study sessions with the Planning Commission and City Council. These meetings will occur at key junctures in the process as defined below:

- **Session 1:** Official kick-off and overview of the General Plan process
- **Session 2:** Review the vision, guiding principles, and key issues and opportunities
- **Session 3:** Review and approve the direction for preferred land use and mobility alternative
- **Session 4:** Review and approve the goals and policy direction for the General Plan

Additionally, R+A will meet up to 8 other times with the Planning Commission, City Council, Park and Recreation Commission, and/or Bicycle and Pedestrian Advisory Committee.

For each, R+A will prepare a brief PowerPoint presentation. City staff will prepare the staff report.

Task 2.11: Coordination with Outside Agencies

R+A team members will coordinate with outside agencies deemed pertinent to the General Plan update and EIR. Up to fifteen approximately one-hour meetings and phone calls are anticipated. These meetings may include: BCDC, Caltrans, BART, Caltrain, SFO, and others. No new materials will be created for these meetings.

Task 2.12: Department Meetings

The R+A team will meet with individual departments, formally and informally, to discuss the General Plan throughout the process. No specific content will be prepared for each meeting. R+A will prepare an agenda for each meeting; City staff will be responsible for logistics.

Task 2.13: Team Working Meetings

Key members of the R+A team will hold up to three one-day working meetings in South San Francisco to develop land use and transportation alternatives and develop and resolve policy options.

Task 2 Deliverables

- Community Engagement Plan – draft and final
- Logo and branding package
- Stakeholder email database
- Project website
- Stakeholder Interview Summary
- Summary notes from equity meetings
- Workshop materials and summary (6x)
- Pop-up workshop materials and summary (8x)
- Sub-area meeting materials and summary (18x)
- Summary notes from online engagement
- City Council and Commission presentations (12x)
- CAC meeting materials (20x)
- Team working sessions with City staff (3x)

Task 3: Discovery

Task 3.1: Assess Existing Plans

The R+A team will prepare a summary matrix detailing how existing reports, studies, and programs should be incorporated into the General Plan. This will include specific plans, Resilient South San Francisco, East of 101 Mobility Plan, the Climate Action Plan, and other plans, studies, reports, and programs that would provide additional information relative to the General Plan update effort.

Task 3.2: Land Use + Urban Design Existing Conditions Report

R+A will prepare a land use and urban design existing conditions report that provides an overview of the existing and allowable land uses in the City, planned and proposed projects, growth projections, and the major urban design and public space characteristics. As part of this work, we will describe neighborhood character and public realm attributes. This report will establish baseline conditions for the alternatives and refinements to the land use designations. Topics that will be covered include:

- Existing land use map and table
- General Plan designations and zoning districts
- Growth projections

- Pipeline projects
- Summary of planning and policy documents (for example, existing specific plans)
- Urban design character map and City structure (e.g., gateways, community focal points, activity centers, views, topography) with parallel community character photographic survey.
- Sub-area maps and description of general character (building types, streetscape character)
- A summary of the number, location, and condition of parks, open space preserves, recreation trails, and recreational facilities.
- The location of schools, public buildings, libraries and other public uses in the City.

Task 3.3: Transportation Existing Conditions Report

Fehr & Peers will prepare a report describing existing transportation conditions. It will provide a summary of existing conditions for all travel modes and highlight existing issues in the. Subtasks include:

- **Inventory and Assessment of Conditions by Travel Mode:** Fehr & Peers will review existing data, community input, and future plans to understand conditions for roadway segment operations, crosswalks and sidewalks, bicycle facilities. This analysis will build upon recent planning efforts such as the Mobility 20/20 East of 101 Plan, Active South City Bicycle and Pedestrian Master Plan, and Downtown Plan. Additionally, Fehr & Peers will collect and summarize existing transit data including transit ridership, headway, and service for public transit providers in the City of South San Francisco, and will review applicable future plans for these services.
- **Key Issues Profile:** Fehr & Peers will develop an issues profile which addresses traffic congestion and VMT, transit service plans, Complete Streets and safety, TDM, goods movement, parking, equity, and micromobility, TNCs, and AVs.
- **Data Collection:** Work with the City to identify up to 40 intersections where traffic counts are needed to establish a baseline for planning purposes. Once the list is identified, Fehr & Peers will collect Am/Pm peak period counts at each of the study intersections. Fehr & Peers will also work with the City to purchase StreetLight origin-destination data, containing up to 20 study segments.
- **Baseline Modeling and Analysis:** Fehr & Peers will assess the suitability of the MTC and C/CAG travel demand models for General Plan application. Fehr & Peers will prepare a memorandum outlining the models' applicability and recommend a path forward with the tools available. The memo will include recommended revisions to the selected models including land use changes, trip types, and transportation infrastructure projects within the City of South San Francisco. The technical memorandum will also summarize household and employment data by traffic analysis zone (TAZ) for comparison to existing and future projections. After discussion with the City, Fehr & Peers will enhance one of the existing regional models within South San Francisco. We would conduct a model validation check for the City of South San Francisco and make revisions to improve model performance in estimating VMT.

Task 3.4: Health and Social Equity Report

R+A and Strategic Economics (SE) will prepare a background report on the health and social equity conditions in the City. The report will assess socio-economic, health, pollution burden, housing, displacement, climate vulnerability, and park and services levels across the City and by neighborhood. This analysis will be used to identify underserved and disadvantaged areas and support social equity, health, and climate adaptation policy.

In particular, SE will evaluate the ongoing displacement process in South San Francisco neighborhoods. Potential for future displacement/ risk will be measured based on renter households that are cost burdened, lower-income and less educated households, communities of color, and deed-restricted projects at risk of expiration. This analysis will also evaluate South San Francisco's housing stock to determine what housing types might be more conducive to gentrification, including such factors as proximity desirable commercial business districts, quality of local school, housing stock age, and the presence of deed restricted affordable housing units, including units where these restrictions may be expiring.

Task 3.5: Market Study + Demographics Report

SE will prepare an analysis that addresses labor market changes, demographic trends, industry changes, real estate trends, and market feasibility analysis. Subtasks include:

- **Tracking Trends in Industries, Jobs, Occupations, and Workers.** Collect data to trace South San Francisco's evolving economic structure since the last General Plan was adopted in 1999. Identify industry mix by firm type and location, jobs by industry and location, and the occupational mix/wages associated with these industries. Determine where the City's work force is coming from, and what potential there is to create a stronger connection between jobs/occupations, wage rates, and future housing needs. Compare industry and employment trends for South San Francisco to understand how future trends around factors such as automation and the general bifurcation in the work force, with many fewer middle wage jobs, will impact future real estate development patterns, fiscal impacts for the City, and potential shifts in travel behavior.
- **Evaluating Real Estate Market Trends and Conditions.** Set commercial real estate inventory in its regional context by product type and commercial subarea to evaluate which building types and locations are competitive, and where areas or buildings may be declining. Compare current rents, vacancy rates, building age, tenant type, and possible property ownership concentrations. Assess industries located in older industrial buildings and the potential issues associated with preserving these buildings or considering allowing these buildings to be redeveloped for what could be considered in basic real estate terms, higher and better uses.

Task 3.6: Sustainability + Adaptation Report

R+A with FCS will prepare a comprehensive report of climate change, sustainability, and climate adaptation. Subtasks include:

- **Policy Analysis:** R+A will consolidate existing policies and programs into a single matrix, organized by topic. This assessment will help South San Francisco develop a strong basis for understanding the existing policy framework for sustainability and climate action and will help identify new policies and actions to incorporate into the General Plan. Pertinent documents for the policy review may include: the City's Climate Action Plan, the current General Plan, and other climate action and sustainability-related policies and plans by the City.
- **Greenhouse Gas Emissions:** R+A will review the City's existing greenhouse gas inventory to identify sources of GHG emissions and energy demand in the City.
- **Adaptation:** To meet the requirements of SB 379, R+A will prepare a vulnerability analysis to begin defining future adaptation responses. We will begin by summarizing historical and projected trends for temperature, precipitation, extreme heat, drought, urban flooding, sea level rise and coastal flooding, and air quality, among other climate hazards. Reporting will include: a short narrative description of the climate hazard; historical trends of the hazard; and projected trends of the hazard. These climate hazard descriptions will be supported by a variety of maps, charts, and other data, drawing on existing and on-going work conducted for the San Mateo County climate assessment projects, as well as data compiled from CalAdapt and other sources. Where the data is available, projected trend hazard data will include a mid-century and an end-of-century scenario.

After finalizing the climate hazard reporting, R+A will conduct a vulnerability assessment to identify community assets that are vulnerable to the potential impacts of climate change. This analysis will help Palmdale begin to define and prioritize adaptation goals and actions. The vulnerability analysis will seek to uncover a broad range of direct and indirect climate impacts across key sectors, including infrastructure, buildings, natural systems, economic assets, and populations. The analysis will identify key sectors and their assets exposed to climate hazards, assess the sensitivity and adaptive capacity of each sector, and evaluate the vulnerability of each.

Task 3.7: Environmental Background Report

FCS will prepare the Environmental Background Report to inform the General Plan Elements and the existing conditions and programmatic analysis in the applicable sections of the EIR. Issues will include:

- **Natural Resources:** Collect available existing data to assess the quality and quantity of sensitive habitats / vegetation communities. Provide a constraints-level analysis in describing biological resources and mapping habitat. Conduct limited field work along shoreline areas and waterways.
- **Historic and Cultural Resources:** Conduct appropriate record searches, applicable map reviews, and other research to determine subsurface sensitivity in the City and to map areas of relative sensitivity. Conduct a windshield survey of the City.
- **Hazards:** Prepare hazard maps that identify earthquake faults, liquefaction zones, flood zones, hazardous materials concentrations, fire hazard severity, soil hazards, and airport-related hazards. Identify how climate change could exacerbate existing natural hazards.
- **Hydrology and Water Quality:** Summarize the status of surface and groundwater resources within the City. Identify existing conservation and water quality control programs.
- **Public Services and Facilities:** Describe the services and facilities available to City residents, including existing and planned facilities, existing and projected demands and capacities, and deficiencies related to their ability to support existing needs and anticipated growth.
- **Noise:** Identify sources of noise in the City and conduct a noise survey through long-term (24-hour) and short-term (15-minute) noise measurements at up to 30 locations (up to 6 long-term and up to 24 short-term or up to an equivalent combination thereof in consultation with the City). Prepare existing noise contours.

Task 3.8: Evaluation of Existing General Plan

R+A, working closely with City staff, will conduct a review of the existing General Plan goals, policies, and programs to identify the sections that may need to be updated. The team will also undertake an evaluation of which programs and strategies have been successful in the years since the plan was adopted, and which have not. The result of this task will be a clear list of any sections of the General Plan that should remain unchanged, and any sections that should be modified or discarded during the General Plan update process.

Task 3.9: Performance Metrics

R+A will work with staff to develop a series of draft indicators / metrics for evaluating intended General Plan outcomes and displaying on the Digital General Plan. Indicators will be adapted from a combination of our expertise and other sources, such as LEED-ND STAR Communities, and Urban Footprint. Indicators will be used to inform the plan alternatives, set targets, and track progress over time. The information will be summarized in a brief technical memorandum with a table summarizing the indicators and baseline conditions.

Task 3.10: VMT Analysis (SB 743)

Fehr & Peers will work with City staff to develop VMT methodology and thresholds to be applied per the new CEQA guidance. The new VMT methodology and thresholds will be developed and documented by the City prior to preparation of the General Plan EIR documents.

Task 3.11: Community-Facing Factsheets

R+A will prepare up to six two-page topic- and/or area-specific fact sheets, using infographics, statistics, and diagrams. The purpose will be to support the engagement process, and to illustrate the social equity, mobility, land use and urban design, sustainability and adaptation conditions.

Task 3.12: Citywide Sub-Area Model

Fehr & Peers will develop a City sub-area model to analyze roadway segment level of service (LOS). The subarea model will provide greater detail for the local street network than the regional model (either MTC or C/CAG model) used to assess VMTs. The subarea model will help inform discussions around the effects of plan alternatives on vehicle delay and network buildout, but will not be applied for VMT calculation per the requirements of SB-743. Sub-area Model development will include added detail at the arterial, collector, and local street level, TAZ or zone splits to reflect more accurate local circulation, and where necessary, definition of intersection geometry and control. The Model will incorporate land use information from the City's Downtown and East of 101 Model.

Task 3 Deliverables

- Document Review Matrix
- Land Use and Urban Design Report (admin and final)
- Transportation and Mobility Report (admin and final)
- Traffic Model Review and Preliminary Analysis Technical Memorandum
- Social Equity Report (admin and final)
- Market Study and Demographics Report (admin and final)
- Sustainability and Climate Change Report (admin and final)
- Environmental Background Report (admin and final)
- Evaluation of Existing General Plan Memo (admin and final)
- Metrics memo
- Fact Sheets (6x)
- Sub-Area Traffic Model

Task 4: Visioning

Task 4.1: Vision + Guiding Principles

Through workshops, discussions led by community partners, and pop-up workshops, we will explore how individuals envision the future of South San Francisco and the most important values of community. This information will be summarized in a new or updated vision statement and a list of “guiding principles” or “community values.” The guiding principles can be used to evaluate General Plan alternatives developed later in the process.

Task 4.2: Vision Diagram + Strategies

Building off the community engagement process and the vision and guiding principles, the project team will summarize the initial “big ideas” that the General Plan will put forward. This could include areas of the City to focus new development (such as Downtown and Oyster Point), natural areas that could be enhanced, urban areas to protect from sea level rise, Colma Creek enhancements, transportation improvements, or new policy directions, such as addressing social equity.

Task 4.3: Issues + Opportunities List

The R+A will develop a list of citywide and neighborhood / subarea issues and opportunities from the engagement process. This list will be organized by topic and will be used to guide the development of policy alternatives in Task 5.

Task 4 Deliverables

- Vision and guiding principles memo (admin and final)
- Vision and key strategies map (admin and final)
- Issues and opportunities matrix (admin and final)

Task 5: Alternatives

Task 5.1: Sub-Area Refinement

R+A will comprehensively study, verify, and recommend adjustments to the sub-area boundaries. R+A will produce a map of the refined sub-areas for review and make changes necessary to finalize.

Task 5.2: Areas of Change + Stability

Building upon sub-area refinement, R+A will identify areas of change and areas of stability. We will use data analysis to document areas of development activity and look to City staff for their instinctive knowledge about development interest and ongoing planning activities. Based on this information, the R+A team will prepare a map that identifies areas in the City where no land use designation change and little or no physical change are anticipated (areas of stability, maintenance, and/or enhancement), areas where incremental change is anticipated (areas of change or evolution), and areas in which transformational change is envisioned (areas of transformation). R+A will produce a map showing areas of change and stability. This map will be discussed and refined with the City.

Task 5.3: Alternatives Development

For each of the identified change areas, R+A, with support from Fehr & Peers, will prepare up to three land use and urban design alternatives that vary in terms of land use, density or intensity, public space emphasis, and transportation. Each alternative will be illustrated through a series of graphics that present:

- **Land Use and Development.** A different mixture of uses, allowable maximum heights and densities, and total amount of new growth.
- **Building Design/Character.** An alternatives map with precedent photos of representative buildings, place types, and character.
- **Circulation.** Future roadway, transit, and active transportation networks
- **Open Space/Public Realm.** Future parks, trails, and open space networks.
- **Adaptation.** Strategies to manage sea level rise, storms and flooding, as appropriate.

The information will be summarized in a technical memorandum or PowerPoint, with the alternatives' analysis in Task 5.4, for staff and will be presented to the public at workshops, pop-up events and through on-line engagement.

Task 5.4: Alternatives Analysis

R+A will prepare a "matrix-level" analysis of the alternatives. We will use UrbanFootprint to model the land use, transportation, and environmental impacts, and to compare and contrast the alternatives in terms of key outcomes. Specific topics that will be addressed in the alternatives' analysis include:

- Land use mix, including land use by type and intensity
- Amount of parks and open space generated
- Development in critical environmental areas such as areas subject to sea level rise and flooding
- Transportation impacts including VMT per capita
- GHG impacts including total GHG emissions and GHG per capita
- Energy use per household and per capita
- Access to destinations including parks, retail and transit

Strategic Economics will estimate the fiscal impacts of three land use alternatives on the City's General Fund. Using a static fiscal impact model, the analysis will estimate the change in ongoing operating revenues and expenditures for the projected growth in residential, office/industrial, and retail land uses associated with each plan alternative. Revenues will include the property tax, sales tax, and other major sources to the General Fund. Costs will be estimated based on interviews with key City departments including Police, Fire, Public Works, and Parks and Recreation, and with input from the City's Finance Director and/or City Manager. Based on this input, SE will calculate the increase in General Fund expenditures for providing services to new residents and employees. Finally, Strategic Economics compare the revenues and costs generated by each alternative to determine whether the proposed land use changes would provide enough revenues to offset the increased costs to the City General Fund.

Task 5.5: Land Use + Mobility Preferred Alternative

Through input from public workshops, City staff, and the Planning Commission and City Council, the alternatives will be vetted, discussed, and evaluated. At the end of this process, the preferred direction for each change area

will have been refined. This finalized approach will present a clear picture of land use, open space, development intensity, and circulation for the continued evolution of each change area and the City.

Task 5.6: Final Growth Projections

R+A, with support from Fehr & Peers, will develop detailed growth projections with parcel and/or TAZ level allocation by land use type. These scenarios will incorporate either regional economic trends (“top down”) or existing land use (“bottom up”) considerations. The final deliverable will be a memo describing R+A’s approach to the projections and summarizing the overall growth assumptions.

Task 5.7: Transportation Forecasts

Fehr & Peers will use the growth projections to prepare transportation metrics (i.e., VMT, road segment volume forecasts) for the base year and General Plan horizon year. Fehr & Peers will use the travel model modified in Task 3 to develop 2040 forecasts for citywide VMT for the three land use alternatives and for the cumulative and cumulative plus project scenarios. Fehr & Peers will prepare VMT per capita and/or VMT per service population forecasts using a regional travel demand model.

Task 5.8: Environmental Review Process Initiation

FCS will prepare the Notice of Preparation (NOP) for the General Plan Update EIR and will assist City staff with the development and refinement of the NOP distribution list to ensure that the appropriate agencies and interested/affected parties are notified. The appropriate agencies will include Responsible Agencies such as Caltrans, Trustee Agencies such as California Department of Fish and Wildlife (CDFW), California Department of Water Resources, and others.

An electronic draft of the NOP will be submitted to City staff for review. Once the staff approves the release of the NOP, FCS will file 15 paper copies of the NOP with the State Clearinghouse and will provide a reproducible master copy and an electronic copy to the City staff. FCS will also prepare the public notice for the NOP and submit it to City staff for publication in the local newspaper and posting on the City’s website.

Task 5.9: Environmental Scoping Meeting

An update to a General Plan is considered a regionally significant project according to Section 15082(c) of the CEQA Guidelines and therefore, at least one scoping meeting is required to be held for the project. FCS, in consultation with the City and project team, will conduct a scoping meeting with public agencies and members of the community to gather input on issues that should be addressed and alternatives that should be considered in the General Plan Update EIR. FCS will provide the content for the scoping meeting notice, and we assume that City staff will send out the meeting notices (i.e., to the public, agencies, organizations, and newspaper), and reserve conference room(s). FCS will also prepare meeting agendas and presentation materials. Comment cards will be available at the meetings so that individuals can provide comments on the issues and alternatives that should be addressed in the EIR. The City may elect to hold the meeting as part of a regularly scheduled Planning Commission or City Council meeting or to include the scoping meeting on the agenda at a community meeting related to the General Plan Update, as best suits the needs of the project will work with the City to host an EIR scoping meeting. The Scoping Meeting will be held during the 30-day NOP period to introduce the community to the EIR process and obtain input on the EIR scope of work. It will include a brief presentation, followed by public comment and input from meeting attendees. FCS will prepare a summary of all input gathered, which will be included in the Draft EIR along with any written public comments received during NOP comment period.

FCS will prepare a matrix of all comments received at the scoping meeting and in response to the NOP, together with recommendations on how to address the comments in the EIR. The matrix will be submitted to City staff for review and upon approval will be used as a reference in preparing the Draft EIR. Additionally, the matrix will be included in an appendix to the Draft EIR with notation as to how the scoping comments have been addressed in the Draft EIR.

Task 5.10: Conceptual Planning-Level Cost Estimates

Fehr & Peers will develop conceptual planning level cost estimates for the transportation projects identified in Task 5. Cost estimates will be developed using Caltrans cost data or other relevant data from recent projects in the City or Bay Area. Costs will include an estimate of construction costs, soft costs, and contingency based on the guidance in the Caltrans project development manual or per direction from City staff. Cost estimates will also draw upon recent planning efforts. Estimates will not include costs for right of way acquisition. Fehr & Peers will provide the City with draft assumptions for cost items and unit costs for review and concurrence prior to finalizing our cost estimates. A discussion of likely funding shortfalls and the types of projects that should be eligible for grant funding will be included. We will work with the City to determine the extent to which identified projects may be added to a list of planned improvements or are determined infeasible due to fiscal constraints

Task 5 Deliverables

- Map of refined sub-areas
- Map of areas of change and stability
- Land use and design alternatives for areas of change (3 areas assumed)
- Alternatives analysis briefing document or PPT
- Preferred direction for each change area
- Final growth projections memo
- 2040 VMT and Network Forecasts for 3 Alternatives and the Preferred Plan
- Conceptual Planning Level Transportation Cost Estimates
- Notice of Preparation
- Scoping Meeting Materials (agenda, presentation, notes/comments)

Task 6: Policy Development

Each team member will prepare a memorandum outlining the proposed General Plan goals, policies, and implementation actions for review by the community, CAC, and decision-making bodies. The scope below describes each proposed General Plan Element by topic. However, the R+A team is open to and willing to discuss alternative organizations, such as the combining elements or creating new elements to address topics of concern to the public.

Land Use + Urban Design: R+A will develop a policy framework for land use, which will include:

- Modifying land use designations and the land use map to reflect new market conditions, changes in land use and zoning, and potential for new growth in certain areas of change
- Developing a vision and revising policies and implementation actions for each sub-area
- Incorporating policies from approved recent plans where applicable
- Developing policies for preservation of existing single-family neighborhoods and encouraging the provision of “missing middle” housing types
- Integrating social equity, sustainability, and adaptation into land use
- Ensuring consistency with the SFO Airport Capability Land Use Plan

Transportation. Fehr & Peers will prepare the transportation policy framework. This will include:

- Modifying circulation system maps and Complete Streets diagrams
- Refined policies related to LOS and VMT
- Setting VMT reduction targets that could also be used as CEQA impact significance thresholds
- Developing policies to address micro-mobility, TNCs, and AVs
- Addressing TDM and parking issues

Economic Development: SE will prepare the economic development policy framework, including core issues such as business attraction and retention, but it is likely to also address topics that will be cross-cutting with the land use element related to linking business preservation with building supply, work force development and linking City residents to local jobs, and capturing the broader value of economic expansion to provide enhanced benefits for City residents.

Health and Equity: R+A with support from SE will draft the social equity framework, including:

- Identifying disadvantaged neighborhoods or sub-areas for priority improvements
- Developing policies that address health, economic development, education, and housing disparities.
- Establishing policies that reduce environmental burden
- Creating strategies to address the underlying or root causes of inequities

Sustainability + Adaptation. R+A will develop a policy framework for sustainability and adaptation. Topics that will be considered are:

- Greenhouse gas reduction actions and targets
- Climate adaptation, creating complementary policies targeted at populations most susceptible to climate change impacts
- Energy efficiency and conservation, water supply and conservation, and green building
- Waste management and recycling
- Sequestration and urban forest

This policy framework will also cross reference measures in other elements of the General Plan.

Parks, Public Facilities + Services: R+A will develop policies related to parks and recreation facilities. Topics that could be addressed are:

- Improvements to existing parks and open spaces
- Identification of new facility needs
- Funding for new parks and open spaces
- Improve access to Centennial Way, Colma Creek, and the Bay Trail
- Park equity
- Provision of recreational programs

Open Space + Conservation: R+A will identify and evaluate strategies to:

- Protect sensitive cultural and historic resources
- Enhance valued open space areas including Colma Creek and the shoreline
- Identify and define strategies to improve water quality and stormwater management
- Address air quality in consideration of climate change, land use, transportation, and health

Safety: R+A will identify and evaluate strategies to:

- Address geologic, seismic, flood, hazardous materials, and fire hazards present in the City
- Consider of how climate change could affect and potentially exacerbate the impacts associated with these hazards
- Identify climate adaptation measures to improve the community's capability to withstand and survive hazardous conditions.

Noise: FCS will document and map noise sources and projected noise based on future conditions. These existing and future noise contour maps will be used to evaluate land use compatibility for both transportation and stationary noise sources and will identify areas subject to significant noise in the future. Methods to attenuate noise to reduce potential noise exposure will be identified and incorporated into suitable policies.

Task 6 Deliverables

- Draft and final policy frameworks for: land use and urban design; transportation; economic development; social equity; sustainability and adaptation; parks, public facilities, and services; open space and conservation; noise; and safety

Task 7: Plan Development

Task 7.1: Plan Outline

R+A will work with the City to prepare a detailed outline of the General Plan. The General Plan will be organized in a way that is clear and easy for the public to understand, is logical for City staff to use on a daily basis, and is consistent with the Digital General Plan.

Task 7.2: Layout + Design

R+A and January Advisors will prepare an updated layout and design for the General Plan document in InDesign and for the Digital General Plan. For the PDF version, R+A will develop sample page layouts for City staff to review. Based on the comments, we will revise the design for the General Plan. For the Digital General Plan, January Advisors will work closely with the City to define the content and structure for the site, including interactive content, such as maps, dashboards, and video.

Task 7.3: Admin Draft General Plan

The R+A team will prepare an Administrative Draft General Plan based on the established vision, guiding principles, and policy frameworks. The R+A team will address all the requirements of State law, using the 2017 OPR General Plan Guidelines, and incorporating local priorities, such as social equity, economic development, and sustainability and adaptation, and ensuring the document is internally consistent. In addition to the policy framework Elements described in Task 6, we anticipate the General Plan will include an executive summary, introduction and plan overview, summary of engagement, and an implementation chapter.

Task 7.4: 2nd Admin Draft General Plan

City staff will review the Admin Draft General Plan and provide a single set of comments. The R+A team will address these comments and create a 2nd Admin Draft for staff review.

Task 7.5: Screencheck Draft General Plan

City staff will review the 2nd Admin Draft General Plan and provide changes to the R+A team. These changes are expected to confirm and build on previous changes and shall not require a wholesale revision to the plan or entire sections. Once complete, the R+A team will prepare a Screencheck Draft General Plan.

Task 7.6: Public Draft General Plan

R+A will prepare a Public Draft of the General Plan based on comments provided by staff's review of the Screencheck Draft. We assume only minor, editorial, and formatting comments will be provided by staff's review of the Screencheck Draft. This will be the version that will be presented to the City Council and Planning Commission during the public hearing process.

Task 7.7: Administrative Draft EIR

FCS will prepare a programmatic Administrative Draft Environmental Impact Report (EIR) that evaluates the potential impacts of implementing the General Plan Update and alternatives. This task is structured to streamline environmental review and optimize the overall timeline for completion of the project.

FCS will prepare an administrative Draft EIR once a set of Draft General Plan Update goals, policies and programs are received from the General Plan team. The previously prepared Existing Conditions report, will be used to streamline preparation of the administrative Draft EIR. Potential impacts that could result from buildout of the proposed General Plan Update will be analyzed under each issue area identified on the CEQA Appendix G Checklist. The mitigating effects of proposed Draft General Plan Update goals, policies and programs will be considered. For each significant environmental impact identified, a set of feasible mitigation measures will be recommended. Mitigation measures will generally take the form of policies and standards that will be incorporated back into the Draft General Plan, where feasible.

The administrative Draft EIR will analyze impacts under each of the issue areas described below. Additionally, given the extent of urban development and prior planning efforts within the South San Francisco Planning Area as well as the absence of woodland or forest land in or immediately adjacent to the City limit, we provisionally assume that the following issue areas can be scoped out: Forestry and Mineral Resources. As such, a brief explanation as to why the proposed Draft General Plan Update would not result in impacts to these issue areas will be included in the Draft EIR; however, these issue areas are not discussed further below.

Aesthetic and Visual Resources

FCS will analyze potential impacts to aesthetic and visual resources that could result from implementation of the proposed Draft General Plan Update, including views of open space, hills and ridgelines, trees and other natural features. Potential impacts to scenic highways, local visual character and light and glare will also be analyzed, as required under CEQA. The mitigating effects of proposed Draft General Plan Update goals, policies and programs will be considered, and if necessary, mitigation measures will be recommended.

Air Quality

FCS will perform the following tasks to evaluate air quality impacts associated with implementation of the General Plan Update. The analysis will be performed consistent with the guidance and methodologies from BAAQMD and its CEQA Air Quality Guidelines, which provide specific guidance for evaluating plan-level air quality impacts. The impact analysis will be contained in the EIR and the supporting technical data will be provided in the appendix.

Conduct Air Quality Emissions Analysis

Given that the buildout schedule of the proposed General Plan Update will be highly dependent on future economic conditions and market demand, FCS will evaluate construction-related emissions qualitatively in the analysis, pursuant to BAAQMD guidance. Potential construction activities associated will be qualitatively evaluated for consistency with the primary goals of the air quality plan (i.e., 2017 Clean Air Plan: Spare the Air, Cool the Climate [2017 CAP]) and applicable control measures from the 2017 CAP.

FCS will conduct a quantitative analysis of the plan's long-term operational emissions at full buildout. The operational emissions analysis will rely on trip generation and/or vehicle miles traveled (VMT) data from the traffic study. Operational air quality emissions will include mobile-source emissions associated with residents, visitors, delivery trucks, and customers of the proposed land uses. Area- and energy-source emissions would be generated from activities including, but not limited to water and space heating, landscape maintenance, consumer products, and fireplaces among others. FCS will use thresholds of significance and analysis guidance for plan-level projects for the BAAQMD's CEQA Guidelines.

This task assumes one round of comprehensive emissions modeling, which includes pre-mitigated and post-mitigated emissions modeling. In order to streamline the emissions modeling process, FCS will provide the City with a Request for Information (RFI) detailing all the data required to model air quality (and greenhouse gas) operational emissions. When specific data is not available, FCS will work with the City to develop reasonable assumptions to provide flexibility. This scope of work includes time for discussion of the RFI with the City to ensure reasonable and appropriate information is used in the modeling.

Conduct Carbon Monoxide (CO) Hot-Spot Analysis

The localized impact assessment for emissions sources within the Planning Area will include a CO hotspots analysis. If preliminary screening (based on BAAQMD screening thresholds) indicates that potential exists for a CO hot spot, a minimum of three intersections will be evaluated. If the traffic analysis reveals that peak hourly volumes at affected intersections are less than the BAAQMD's CO hotspots screening threshold, localized CO impacts will be addressed qualitatively. If peak hourly intersection volumes are greater than BAAQMD screening levels, a carbon monoxide hotspot analysis will be conducted for up to three intersections with the highest potential for congestion using the California Department of Transportation CALINE4 model and information from the traffic analysis. If CO concentrations at these intersections are predicted to exceed the CO standard, remaining intersections that exceed the screening criteria will also be modeled for CO hotspot impacts under a scope augmentation. FCS does not anticipate that modeled CO hotspot concentrations will exceed state or federal ambient air quality standards.

Toxic Air Contaminants Health Risk Screening Assessment

Implementing the General Plan Update may result in increased TAC emissions related to construction activities and future planned operations. Because construction associated with the proposed General Plan Update would occur over a long period of time and would be highly dependent on market and economic conditions, it is not feasible at this time to perform a project-specific TAC health risk analysis. Rather, FCS recommends providing a construction health risk framework at the plan level to ensure that all land uses anticipated under the General Plan Update would implement all necessary best management practices to minimize construction-related TAC emissions. As part of the Existing Conditions Task, FCS will provide recommendations and identify potential constraints associated with proposed construction-related TAC emissions. It is anticipated that conformance with these recommendations, and policies and goals developed as part of the General Plan Update would be sufficient to ensure future construction-related TAC emissions would not expose sensitive receptors to substantial pollutant concentrations.

For operational-related TAC emissions, FCS will evaluate the proposed General Plan Update land use plan to determine if existing or future sensitive receptors would be exposed to existing or planned TAC sources. As part of Existing Conditions Task, FCS will provide recommendations and identify potential constraints associated with siting of future sensitive receptors and industrial or heavy commercial land uses for the City to consider when developing the updated General Plan land use map. It is anticipated that conformance with these recommendations, and policies and goals developed as part of the General Plan Update would be sufficient to ensure future operational activities would not expose sensitive receptors to substantial pollutant concentrations.

Conduct Odor Analysis

The analysis will qualitatively assess odor exposure using guidance from BAAQMD and California Air Resources Board (ARB). There are two scenarios that result in odor exposure: when a generator of odor is constructed near a sensitive receptor, or when a sensitive receptor is placed near a source of odor or TACs. Similar to TAC emissions above, the Existing Conditions Task will establish recommendations and identify potential constraints associated with siting of future receptors and typical odor sources for the City to consider when developing its land use plan. It is anticipated that conformance with these recommendations, and policies and goals developed as part of the General Plan Update would be sufficient to ensure future operational activities would not expose or be exposed to objectionable odor emissions.

Mitigation Measures

By conducting an opportunities and constraints analysis early to inform policy development for the General Plan Update, it is anticipated that the need for mitigation measures in the EIR will be reduced. Nevertheless, if any air quality impacts are identified as part of the analysis, FCS will provide plan-level mitigation measures to reduce any future air quality impacts to a less-than-significant level.

Biological Resources

FCS biologists will analyze potential impacts to biological resources in the Planning Area. Particular consideration will be given to wildlife species and habitat along the City's urban edges and riparian corridors as well as to the cumulative effects of growth on sensitive species through habitat fragmentation. Prior environmental studies for the City of South San Francisco and the surrounding area, including the San Bruno Mountain Preserve, will be carefully considered and mitigation measures will be recommended to address any significant impacts identified. FCS biologists will collect available existing data to assess the quality and quantity of sensitive habitats / vegetation communities and will provide a constraints-level analysis with descriptions of the existing biological resources and limited habitat mapping.

Cultural Resources

South San Francisco contains a number of significant historical resources, including historic period buildings, historic archaeological sites, and historic ranching sites. Additionally, there are known Native American cultural resources within the City and the surrounding area and a high potential for as yet undiscovered resources, especially in proximity to the San Francisco Bay. Building on previous studies, FCS will conduct an analysis of potential impacts to cultural and historic resources in the Planning Area, considering the mitigating effects of existing regulations and proposed policies and programs from the Draft General Plan Update. At this stage, a programmatic level assessment will be conducted, consisting of research and coordination with CHRIS, the NAHC and local historical societies. Individual assessments of potential historic properties of districts will not be provided at this time. Programmatic mitigation measures will be recommended for any significant impacts identified.

Geology, Soils and Seismicity

FCS will evaluate potentially significant geological impacts that could result from implementation of the General Plan Update with reference to existing documentation available from federal, state and local sources. Development on opportunity sites identified in the General Plan Update could be at risk of structural damage from seismic-related ground shaking and secondary events, such as liquefaction and ground settlement. As needed, recommended mitigation measures would focus on strengthening proposed General Plan Update policies and programs to reduce associated risks to a less than significant level.

Greenhouse Gas Emissions and Climate Change

FCS will evaluate GHG emissions at a plan-level pursuant to guidance provided by BAAQMD. The following components will be included to fulfill all BAAQMD and CEQA requirements.

Identification of Greenhouse Gas Emission Thresholds

CEQA Guidelines Appendix G establishes two criteria to evaluate a project or plan's GHG impact. The first criterion evaluates a project or plan's GHG emissions to determine if they would result in a significant impact on the environment. At the time of this writing, BAAQMD has not officially adopted GHG thresholds of significance, but has previously published GHG thresholds of significance for plan level analyses in units of metric tons of carbon dioxide equivalent per service population per year (MT CO₂/SP/year) where service population equals the sum of a plan's population and employment. These thresholds, though not officially adopted, represent the most applicable thresholds available to evaluate the proposed General Plan Update. Future individual projects implementing the General Plan Update would then conduct their own project-level analyses to determine if they exceed the BAAQMD project-level thresholds. BAAQMD's plan-level GHG efficiency thresholds have been developed specifically for the region and thus do not carry the same region-specific issues brought forth as part of the recent Supreme Court ruling on the Newhall Ranch project.

The second criterion required by the CEQA Guidelines is to evaluate if a project or plan is consistent with the applicable GHG reduction plan for the area. FCS will evaluate the General Plan Update for compliance with the City's Climate Action Plan (CAP). FCS will evaluate the proposed General Plan Update's consistency with the GHG emission reduction strategies and measures in the City's CAP in order to help achieve its emission reduction targets.

Conduct Greenhouse Gas Emissions Analysis

Greenhouse gas emissions associated with operation of the proposed General Plan Update land uses will also be estimated using CalEEMod. Similar to Air Quality, construction of the proposed General Plan Update would be highly dependent on economic conditions and market demand; therefore, quantifying construction-related emissions at the time of this analysis would be speculative. For operations, all information needed to quantify long-term operational GHG emissions will be included in the RFI described above for Air Quality. Therefore, the GHG emissions analysis and assumptions used for the modeling will be consistent with those used in the Air Quality analysis. Mobile-source GHG emissions will be modeled using information provided in the General Plan Update traffic analysis. CalEEMod is able to estimate operational GHG emissions associated with energy consumption, area sources, solid waste disposal, and water consumption. It is possible that FCS will also use California Air Resources Board's (ARB) on-road and off-road emissions inventory models (EMFAC and OFFROAD, respectively), EPA's AP-42 Emission Factors, or other guidance from ARB to quantify emission sources not covered by CalEEMod.

The buildout year's operational GHG emissions will also include state and federal actions that will reduce GHG emissions when possible. Potential statewide GHG emission reduction measures include renewable portfolio standard, ARB's Low Emission Vehicle (LEV) program, Title 24 energy standards, and Advanced Clean Cars among others. FCS will use emission reduction data from ARB, BAAQMD, and/or EPA to avoid overestimating statewide reductions.

In addition, when possible, FCS will identify potential emission reductions from land use and transportation policies and programs contained in the General Plan Update that could be implemented by the City. FCS would use the quantification methods recommended by the California Air Pollution Control Officers (CAPCOA) in its document Quantifying Greenhouse Gas Mitigation Measures.

Hazards and Hazardous Materials

FCS will analyze hazards and hazardous materials issues, drawing on the Existing Conditions Report to streamline EIR preparation and identifying potential impacts from hazardous materials use and storage associated with buildout of the General Plan Update. The analysis will draw on available data to identify the presence of underground storage tanks and sites with residual environmental contamination to determine whether hazardous materials pose risk to the public or schools. Particular attention will be given to wildfire hazards, and the analysis will refer to the latest available risk assessment information and mitigation strategies. Applicable federal, state and local regulations and code requirements that offset potential impacts will be cited. Mitigation measures will be recommended as needed to address significant impacts.

Hydrology and Water Quality

FCS will evaluate potential impacts related to flooding, hydrology and water quality, including stormwater quality, which could result from General Plan Update implementation. Portions of the City are located within 100-year flood hazard areas and natural flooding may also occur when creeks, streams and drainage channels overflow or back up during heavy rainfall. Mitigation measures will be recommended, if necessary, to supplement proposed policies and programs and reduce any impacts identified to a less than significant level.

Land Use and Planning

FCS will evaluate potential impacts associated with changes to land use designations and policies proposed under the General Plan Update. The evaluation will address all CEQA Appendix G Checklist criteria and include a comprehensive analysis of land use compatibility issues associated with buildout of the General Plan Update.

Noise

FCS will prepare a Noise Analysis to evaluate the potential construction and operational noise impacts on noise-sensitive land uses within the City. The analysis will be wholly contained in the EIR and the supporting technical data will be appended to the document. To perform this analysis, the following tasks are required.

Document Baseline Conditions

According to the State's General Plan Guidelines (2017), local governments must analyze and quantify noise levels and the extent of noise exposure through actual noise measurements or the use of noise modeling. To accomplish this task, this scope assumes that existing ambient noise levels throughout the City will be documented through a community noise survey and traffic noise modeling. The ambient noise monitoring effort will include long-term 24-hour ambient noise measurements taken at up to five (5) locations throughout the city. FCS will also model existing traffic noise contours for major roadways throughout the city; this scope of work assumes modeling for up to 40 roadway segments. As needed, FCS will also model railroad noise contours following Federal Transit Administration modeling protocol. FCS will rely on the latest version of the Airport Land Use Plan for the San Francisco International Airport to document existing airport noise land use compatibility conditions within the City.

Construction Noise and Vibration Impact Analysis

Construction associated with development that could occur with implementation of the General Plan Update would require the short-term operation of heavy equipment in the vicinity of sensitive receptor land uses. EPA recommended noise emission levels will be used for the construction equipment. Noise analysis requirements and thresholds of significance will be based on the sensitivity of the Planning Area and the City's noise ordinance specifications. FCS will also analyze potential vibration impacts from construction activities associated with development that could occur with implementation of the General Plan Update. FCS will utilize the methodology

and thresholds contained in the Transit Noise and Vibration Impact Assessment Manual (2018), prepared by the Federal Transit Administration, for determining construction-related groundborne vibration impacts.

Conduct Operational Noise and Vibration Impact Analysis

Development associated with implementation of the General Plan Update will result in increased traffic and potential new stationary noise sources. A quantitative assessment of noise impacts from projected vehicular traffic trips associated with buildout anticipated by the General Plan Update will be performed. Projections of the future CNEL along selected roadway segments, based on the traffic study to be prepared for the General Plan Update, will be provided in a table format to show the distance/contour relationship. This scope assumes traffic noise modeling for up to four traffic scenarios analyzed in the traffic analysis. FCS will utilize the Federal Highway Administration (FHWA) traffic noise prediction model (FHWA RD 77-108) to calculate the existing and future (without project and with project) traffic noise contours for up to forty (40) roadway segments within the City. FCS will calculate the project's own contributions to future exterior traffic noise by comparing the existing and future without- and with-project traffic noise contours on the study area roadways, and evaluating the results in comparison to the substantial noise increase impact criteria.

New land use development that could occur with implementation of the General Plan Update will be evaluated in comparison to the City's land use compatibility standards. Areas within the Planning Area that would be potentially exposed to potential stationary noise source impacts will be evaluated at a programmatic level commensurate with the level of detail provided by the City. FCS will also analyze potential vibration impacts associated with operational activities associated with development that could occur with implementation of the General Plan.

Summarize Noise Reductions and Significance Findings

Mitigation measures or design features to reduce long-term operational noise impacts will be identified where appropriate. Both an evaluation of the design feature or potential mitigation measures and a discussion of their effectiveness will be provided.

Population, Housing and Employment

FCS will analyze potential impacts to population, housing, and employment that could result from the buildout of the General Plan Update. With reference to regional planning projections, we will evaluate whether the General Plan Update would induce substantial growth above current projections. Additionally, the potential for displacement of people and housing units will be considered. Mitigation measures will be recommended to address any significant impacts identified, if warranted.

Public Services and Recreation

FCS will analyze potential impacts associated with increased demand for police, fire, public schools, parks and libraries that could result from buildout of the General Plan Update. Service providers will be consulted to identify the need for new or expanded facilities.

Transportation and Traffic

FCS will prepare the Transportation and Traffic section of the EIR based on the Traffic Impact Analysis report prepared by Fehr & Peers. Fehr & Peers will use the sub-area model built in Task 3 to develop forecasts needed to calculate roadway segment LOS for the three land use alternatives for the cumulative and cumulative plus project scenarios. This task would help determine if changes to the current network (i.e., number of travel lanes and new roadway connections) are required to meet existing LOS thresholds. Potential modifications to current LOS policy thresholds will be discussed, with a focus on road segments that do not meet current LOS standards. Pursuant to and informed by the LOS analysis described above, Fehr & Peers will identify future roadway modifications to meet the desired transportation thresholds and metrics. VMT analysis will be used to inform CEQA impact criteria in the EIR. As described above, the report will evaluate operation of the local transportation network under existing conditions, future No Project conditions and proposed General Plan Update conditions, recommending mitigation measures as appropriate. All CEQA Appendix G Checklist criteria will be addressed.

Utilities and Service Systems

Based on information provided by the City, including information from the parallel effort to update sewer and water master plans, FCS will evaluate the potential impacts on utilities and service systems that could result from implementing the General Plan Update, including potential impacts to water, wastewater and stormwater infrastructure as well as solid waste facilities. The evaluation will identify areas that could exceed current capacity levels with implementation of the proposed General Plan Update, and mitigation measures will be recommended, if warranted.

Alternatives Evaluation

FCS, with assistance from Fehr & Peers, will prepare an Alternatives section for the Program EIR that will evaluate alternatives as required by CEQA Guidelines Section 15126.6. Including the CEQA-mandated No Project Alternative, up to three alternatives developed in consultation with City staff and the General Plan team will be analyzed qualitatively, based on descriptions of each alternative including associated projections of population, housing units and jobs. In the EIR, a matrix will be provided comparing each alternative's impacts on the various issue areas with the proposed General Plan Update, and the environmentally superior alternative will be identified. The Alternatives section will also include a description of alternatives, if any, that were initially considered but determined to be infeasible and not carried forward.

Evaluate Significant Irreversible, Growth-Inducing, and Cumulative Impacts

Pursuant to CEQA Guidelines Section 15126(g), FCS will discuss any potential growth-inducing impacts and significant irreversible effects of the proposed General Plan Update. Additionally, cumulative impacts that could result from General Plan Update implementation in combination with other past, present and reasonably foreseeable projects will also be analyzed.

Deliverable

FCS will submit an administrative Draft EIR to City staff containing the required contents identified in Section 15176 of the CEQA Guidelines, including an Executive Summary, Introduction and Study Approach, Project Description and other relevant supporting sections such as a references section. The administrative Draft EIR will be submitted in electronic format for City review.

Task 7.8: 2nd Administrative Draft EIR

FCS will address City comments on the administrative Draft EIR and will prepare a Second Administrative Draft EIR. This task assumes that City staff will return a single set of consolidated, internally-reconciled comments on the administrative Draft EIR in electronic format, using the track changes function in Microsoft Word. FCS will submit the Second Administrative draft in electronic format for City review.

Task 7.9: Screencheck and Public Review Drafts of EIR

FCS will address City comments on the Second Administrative Draft EIR and will prepare a screencheck Draft EIR. To streamline and expedite preparation, we assume that City staff and the General Plan team will return a single set of consolidated, internally-reconciled comments on the administrative Draft EIR in electronic format, using the track changes function in Microsoft Word. FCS will submit the screencheck draft in electronic format for City review.

We assume that comments on the screencheck Draft EIR will focus on formatting and editing, not content changes. FCS will prepare the Public Review Draft EIR and print hard copies, with appendices on CD. FCS will also prepare a Notice of Completion form for City review and signature. FCS will deliver 15 hard copies of the Executive Summary, 15 CDS containing the complete Draft EIR, and the signed NOC form to the State Clearinghouse. FCS will also deliver hard copies of the Draft EIR, with appendices on CD, to City staff. We assume that the City will be responsible to noticing and distribution to local agencies and the public as required under State law.

If the City elects to hold a public hearing during the CEQA-mandated 45-day public review period, FCS's project manager will attend that hearing to present the EIR findings, answer questions and note comments received at the hearing.

Task 7 Deliverables

- Plan Outline
- General Plan sample layout/design
- General Plan Drafts – Admin, Second Admin, Screencheck, and Public Draft
- EIR – Admin, Second Admin, Screencheck, and Public Draft
- Prepare a draft and final TIS for inclusion in the General Plan EIR

Task 8: Review and Adoption

Task 8.1: Online Comment Form

January Advisors will prepare an online comment form that allows the public to provide comments on the Public Draft General Plan. This form will allow staff to easily review and sort public comments.

Task 8.2: Comments Matrix / Track-Changed Public Draft General Plan

R+A will create a comments matrix to track all the comments received on the General Plan with a brief statement of how each will be addressed in the final General Plan. City staff should have a leading role on this task to ensure that City staff understands all of the content in the final General Plan.

Task 8.3: City Council + Planning Commission Hearings

The team will attend up to two hearings with both the Planning Commission and City Council to review the Draft General Plan and the Final EIR (for a total of 4 hearings with 2 before each body). At the conclusion of the hearings, the City Council will determine whether to certify the Final EIR and whether to adopt/approve the General Plan update. R+A will prepare a brief PowerPoint presentation summarizing the General Plan. Staff will prepare the staff report, which will be reviewed by the R+A team.

Task 8.4: Final General Plan

Based on final direction/comments from the City Council during the hearing process, R+A will prepare a Final General Plan that reflects all of the changes approved by the City Council. The scope assumes only minor, editorial changes will be needed to finalize the document. Our team will prepare and transfer all relevant materials to the City.

Task 8.5: Final EIR

Following the close of the public review period for the Draft EIR, FCS will prepare an administrative Final EIR including the responses to comments on the Draft EIR as well as a Mitigation Monitoring and Reporting Plan (MMRP).

Responses to Comments

FCS will compile a complete set of all comments received on the Draft EIR and prepare responses to substantive comments on the adequacy of the environmental analysis, with assistance from Fehr and Peers. This scope of work assumes up to 50 hours for preparing the Response to Comments by FCS staff. Based on our experience 50 hours is normally sufficient to respond to comments on a General Plan EIR; however, if additional work is necessary due to an unforeseen volume or complexity of comments, a contract amendment authorizing the additional work will be necessary.

Administrative Final EIR, Response to Comments and MMRP

FCS will prepare an Administrative Final EIR, including Response to Comments received on the Draft EIR and a MMRP. The Administrative Final EIR will contain verbatim comments received, the responses to comments, and changes to the Draft EIR necessitated by the responses. To save time and space, this information will be presented in tabular format providing information in a way that makes for a more publicly-accessible document and reduces printing costs. Concurrent with the preparation of the Administrative Final EIR, FCS will prepare a Draft Mitigation Monitoring and Reporting Plan (MMRP) for the mitigation measures included in the EIR. The MMRP, shown in tabular form, will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency. FCS will provide the City with an electronic version of the Administrative Final EIR, Response to Comments and MMRP.

Final EIR

FCS will address comments from City staff on the Administrative Final EIR, Response to Comments and MMRP to include in the Final EIR. This task assumes that City staff will return a single set of consolidated, internally-reconciled comments on the administrative Final EIR in electronic format, using the track changes function in Microsoft Word, that will allow FCS to complete the Final EIR. This scope of work assumes that FCS will print and deliver 15 hard copies of the Final EIR to the City, with appendices on CD.

Notice of Determination

FCS will prepare the draft Notice of Determination for the City to file the Notice of Determination with the County Clerk within five business days of EIR certification. The purpose of the Notice of Determination filing is to limit the legal challenge period to 30 days. If a Notice of Determination is not filed within five business days of certification, the legal challenge period is 180 days. The Notice of Determination filing also requires payment of a filing fee and CDFW fees, which FCS assumes will be paid by the City. FCS will provide the Draft Notice of Determination to City staff in Microsoft Word format.

Task 8.6: Findings, Resolutions, and Statement of Overriding Considerations

FCS's in-house CEQA attorney will prepare findings and resolutions for certification of the Final EIR as well as a Statement of Overriding Considerations for any significant and unavoidable impacts in the EIR, if necessary. The Findings of Fact will summarize significant impacts, present mitigation measures required to reduce impacts to less-than significant levels, identify the environmentally superior alternative and permit adoption of the MMRP. FCS will submit draft electronic copies of the findings, resolutions, and Statement of Overriding Considerations, and will revise and finalize these documents based on City direction.

Task 8.7: Metrics and Evaluation Plan

During the development of the General Plan, R+A will craft an evaluation plan that will support its successful implementation. The Evaluation Plan will: 1) identify a timeframe and methodology to regularly review and update the General Plan; 2) describe how the metrics should be used to track plan progress; 3) identify on-going

methods and timing of community engagement to ensure that the public stays involved with the General Plan and has ownership of the document.

Task 8.8: Digital General Plan

The project website will evolve into the long-term digital home for the General Plan. Citizens will be able to browse by topic area, performance indicators, as well as search for key terms across the entire website.

We develop digital General Plans with the idea that there will be multiple entry points for the website, not just the home page. For example, if someone searches for "Wellness South San Francisco," they will find the specific page dedicated to that topic. Therefore, on every page it's important to orient the user to the General Plan project, why it matters, and how to get involved.

We will also include interactive maps and data visualizations that help the City of South San Francisco communicate complicated issues using data, maps, and pictures.

Task 8 Deliverables

- Online Comment Form
- Completed Comments Matrix
- Council and Commission Hearings (x2)
- Final General Plan
- Evaluation Plan
- Digital General Plan
- Final EIR, including Response to Comments
- Findings, Resolutions and Statement of Overriding Considerations
- Notice of Determination

Task 9: Zoning Code Update

Task 9.1: Zoning Code Technical Review

Zoning Code Update Initiation Meeting and City Tour. LWC will meet with City staff and interested parties to discuss their ideas and aspirations for the Zoning Code update, General Plan, problems and issues with current regulations and policy issues to be resolved through zoning. We will also discuss and tour the City with City staff.

Technical Review. LWC will conduct a technical review of the General Plan and other relevant plans, regulations, and related documents. The purpose of this review is to analyze the effectiveness of the existing regulations to implement the General Plan's goals, objectives, and recommendations; understand the relevancy of other City planning documents; and identify conflicts with applicable requirements of State and federal law.

Stakeholder Interviews. LWC will prepare for and participate in one day of stakeholder interviews to review and discuss strengths, weaknesses, and possible changes to the current zoning regulations, with a focus on implementation of the new General Plan. City staff will be responsible for identifying and coordinating the interviews with stakeholders. Issues identified by stakeholders will be presented in a Stakeholder Interview Summary Report.

Task 9.2: Zoning Code Diagnosis

Zoning Code Diagnosis Memo. LWC will prepare a Zoning Code Diagnosis Memo based on the technical review and input from stakeholders and staff. The memo will discuss General Plan direction for new development controls, assess the strengths and weaknesses of the existing Code, and identify key issues to be addressed in the update and best practice recommendations for addressing the issues. A draft Zoning Code Diagnosis Memo will be prepared for staff review and revised based on staff comments.

Zoning Code Diagnosis Workshop/Study Session. LWC will facilitate a Zoning Code Diagnosis workshop/study session to present the findings of the technical review and analysis of the current code. The workshop/study

session will address the major issues of the current regulations; General Plan direction for new regulations; and recommendations to address these issues.

Zoning Code Update Outline. Based on comments on the Zoning Code Diagnosis Memo and other input gathered, LWC will prepare an outline of the Zoning Code update, identifying whether existing code sections are to be maintained, amended, or discarded and where new sections are needed.

Task 9.3: Draft Zoning Code

Public Review Draft Zoning Code. LWC will prepare a Public Review Draft Zoning Code based on the Zoning Code Update Outline and reflective of the issue identification and technical review and evaluations conducted in Tasks 9.1 and 9.2.

- **District Regulations.** Regulations for existing zoning districts and overlays will be evaluated and revised and new districts and overlays will be developed as necessary to implement the General Plan. Existing design and development standards for residential development will be reviewed and updated as necessary to establish objective standards that comply with State law. Other design and development standards will be evaluated and updated as necessary to achieve high-quality design, consistent with the General Plan, and address compatibility of infill projects.
- **Regulations Applying to Some or All Districts.** Existing standards that apply to some or all districts will be evaluated and modernized, and new or revised standards will be identified for implementing the General Plan, responding to staff and community concerns, and bringing standards up to date with current uses, practices, and state and federal law. Topics include, but are not limited to standards for specific uses, signs, landscaping, parking, open space, and nonconforming provisions.
- **Administrative Provisions.** Procedures for the administration and enforcement of the Zoning Code, including application procedures, required findings, hearings and approval, and post decision procedures for all permit/approval types will be reviewed and updated as necessary to meet General Plan objectives.
- **Terms and Definitions.** Terms and definitions will be reviewed and updated to reflect contemporary language and simplify the classification of land uses. As a rule, definitions will use plain language and be consistent with definitions of other sections of the Municipal Code.

Workshop/Study Session. LWC will prepare for and facilitate up to two workshops/study sessions to review the Public Review Draft Zoning Code. The workshops/study sessions may also be combined with open houses, providing a forum for informal discussion with individual community members seeking to understand the new regulations. LWC will create straightforward informational outreach material for each workshop/study session.

Public Hearing Draft Zoning Code. LWC will review comments on the Public Review Draft Zoning Code with City staff and prepare the Public Hearing Draft Zoning Code.

Task 9.4: Final Zoning Code

Planning Commission Hearings. LWC will attend, prepare materials for, and make formal presentations at two Planning Commission hearings on the Zoning Code.

City Council Hearings. LWC will attend, prepare materials for, and make formal presentations at two City Council hearings on the Zoning Code.

Final Zoning Code. Based on City Council action and final text changes provided by City staff, LWC will prepare the final Zoning Code. The document will be produced in PDF and a MS Word format and able to be made accessible and interactive through online publishing.

Task 10 Project Management

Task 10.1: Monthly Status Meetings

On a regular basis, R+A will schedule monthly in-person meetings with staff to discuss the status of the project and coordinate on project activities. This will include monthly status reports on the project. These meetings will be coordinated with other trips to South San Francisco to ensure efficiency of travel and budget.

Task 10.2: Team Check-in Calls

R+A and other team members will hold regular phone calls to coordinate with the City about the project. This task also covers “informal” communication via email and phone up to the maximum budget.

Meeting Matrix

Task #: Meeting Type	Raimi + Associates	Plan to Place	First Carbon Solutions	Strategic Economics	Fehr & Peers	Lisa Wise Consulting	January Advisors
1.1: Project kick-off meeting (1)	1	1	1	1	1	1	1
2.4: CAC meetings (20)	15	20	2	4	4	1	
2.5: Stakeholder interviews (up to 25)	20	10	4	6			
2.6: Social equity meetings (6)	3	6		3			
2.7: Community workshops (6)	6	6	1		2		
2.8: Pop-up meetings (8)		8					
2.9: Sub-Area meetings (18)	18	14		4	4		
2.10: City Council and Planning Commission study sessions (12)	9	4	1	3	3	2	
2.11: Coordination with outside agencies (15)	5		8		5		
2.12: Department meetings (8)	8	2	2	2	4		
2.13: Team working meetings (4)	4	2	2	4	4	2	1
2.13: Public scoping meeting (1)			1				
8.3: Hearings (4)	4		2		2	4	

Proposal Assumptions

The following is a list of assumptions for the General Plan update.

- The level of effort for each task is limited to the general number of hours for each task listed in the budget spreadsheet. R+A team members may reallocate hours between tasks if individual tasks are completed in less time than anticipated.
- All data and information provided by the City will be assumed to be correct and up-to-date. The consultant team is not responsible for out-of-date or inaccurate information.
- All studies that the team will prepare are identified in the scope of work. Any studies, tasks, deliverables or reports not specifically identified are assumed to be not included.
- City review time for workshop materials and meeting materials will be approximately one week. City review of major products will be between two and four weeks, depending on the product and other responsible of City staff. All comments will be provided as a single set of non-conflicting and actionable comments.
- City comments on the Administrative Draft General Plan and EIR are provided in one consolidated set of comments, and will not require new analysis or technical studies.
- City comments on the Screencheck Draft General Plan and EIR will be focused on typographical errors, formatting, and other minor edits only.
- The City shall provide data in GIS format, including but not limited to: existing land use, existing general plan land use designation, existing zoning districts, county assessor information, number of units per parcel, non-residential square footage per parcel, street centerlines, parks, public facilities, transit routes, pipeline development projects, infrastructure trunk lines and other existing built environment information that may be necessary during the General Plan update process. Additional data layers will be identified during Task 1.2.
- City staff will serve as partners to the consultant team in the update process and will be responsible for, at minimum, the following activities:
 - Writing staff reports
 - Logistics of all meetings
 - Costs of meeting facilities and supplemental costs of meetings and workshops, including but not limited to, food, childcare, high-cost supplies, printing workshop materials
 - Printing copies of documents (the team will provide electronic versions and City staff will be responsible for printing) including boards for public workshops, documents and reports.
 - Assisting with outreach to inform the community about General Plan events. This includes public notices, notices in newspapers, distributing meeting notices in public buildings, mailings, etc.
 - Timely response to consultant team questions.
 - Timely review of documents and materials prepared by the consultant team.
 - Leading the effort to track and respond to public comments on the Public Draft General Plan
 - Other tasks as identified during the process.
- The assumptions for the EIR preparation are as follows:
 - City staff will be responsible for local noticing and distribution of public documents.
 - This price is based upon completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.
 - The FCS Project Manager will be the primary representative at the project meeting and public hearing.
 - Printing costs are based on the method of printing and binding proposed, numbers of copies proposed as work products, and estimated page lengths. Document printing costs are estimated and will be finalized at the time of printing. On further clarification of the documents (paper and/or digital CD) that the applicant team or City staff will need during the preparation effort, FCS will specifically identify a detailed reproduction work plan with more specific costs.

Optional Tasks

Climate Action Plan

Greenhouse Gas Inventory and Target Setting

As a part of the Discovery Phase, R+A will develop a current conditions greenhouse gas inventory for the most recent year for which emissions activity data is available, likely 2015 or 2016. R+A will work directly with the energy and water utilities and other relevant agencies serving the City to collect the activity needed to estimate emissions on a community-wide basis. R+A will develop community greenhouse gas emissions forecasts for the key regulatory years of 2020, 2030, and the General Plan buildout date. R+A will work with the City to identify GHG reduction targets for 2020, 2030, the General Plan buildout year, and 2050 that align with state goals as expressed in AB 32, SB 32, and Executive Order S-03-05 (80% below 1990). Setting targets consistent with state goals is a major step toward meeting the requirements of CEQA Guidelines section 15183.5 (b), which would allow new projects to determine significance under CEQA by assessing their consistency with the CAP.

Greenhouse Gas Reduction Analysis

As part of this effort, the R+A team will build on the City's 2014 Climate Action Plan, adding new General Plan policies and proven strategies for greenhouse gas emissions reduction from many sources, including RICAPs, ICLEI, the US Conference of Mayors Best Practices for Climate Protection, CoolCalifornia.org, CAPCOA, and our experience developing CAPs for local governments. In particular, we will draw from best practices put forth in exemplary CAPs that are designed to achieve deep greenhouse gas reductions. We will consider programs and policies that are both wholly within the City and those that are regional in nature, and that would require collaboration with other jurisdictions and regional organizations.

R+A will estimate the GHG reductions associated with the implementation of each measure and assess the ability of the CAP to achieve the City's reduction targets.

Climate Action Plan Scoping

The Climate Action Plan should strike a balance between being a technical document that is used on a day-to-day basis by City staff and elected and appointed officials to guide decision-making, and a visionary document used by the general public to understand the long-term vision and direction of a community. Through a series of discussions with the City, and other stakeholders as appropriate, R+A will facilitate a design and decision-making process to scope the Climate Action Plan. Key questions include:

- What are the primary purposes of the Climate Action Plan?
- Who are the primary users of the Climate Action Plan? Secondary users?
- How do you anticipate using the Climate Action Plan, if at all?
- Is it a living document? If so, what content changes do you anticipate over time? Who will make those changes?
- What are the most critical components of the Climate Action Plan (e.g., inventories, mitigation strategies, etc.)?

Once we narrow down these issues, we can define the format of the document, including whether the Climate Action Plan is web-based, print, or a combination of both.

Climate Action Plan

Building on the greenhouse gas inventory, community engagement, and greenhouse gas reduction analysis, R+A will prepare a Climate Action Plan for the City. In any format, special attention will be paid to the design of the Climate Action Plan. While data-driven, the Plan will use good practices in information design to be accessible and understandable to the widest array of users. R+A will work with City staff to ensure the Climate Action Plan is usable by key audiences.

As determined in the scoping, the Climate Action Plan may include, but is not limited to:

- The vision for climate action.
- Quantitative goals and tracking metrics.
- Recent accomplishments and implementation actions related to climate and sustainability efforts.
- Resident or businesses to programs and actions that reduce greenhouse gas emissions and increase community resiliency.
- Connections from the Climate Action Plan to broader City policy goals related to community health, housing, or parks and open space

R+A will prepare three versions of the Climate Action Plan, including an Administrative Draft, Public Draft, and Final Climate Action Plans. The City should review each version of the Climate Action Plan and provide one consolidated set of comments on each draft.

Downtown Storefront

The Raimi team could support City staff in preparing materials for a Downtown Storefront or project office to display the latest information about the project and interact with visitors. Pending availability and the City's ability to lease a space for the duration of the project, the following assumptions

- It is anticipated that regular office hours would be facilitated by City staff, members of the CAC, and/or volunteers the majority of the time, with support from the Raimi team. City Staff/volunteers would lead on office hours.
- At minimum the space would be used to share the latest project updates, advertise upcoming meetings/events, gather input through digital or manual surveys/activities, and sign visitors up on the email list for future updates.
- Space permitting, the Downtown Storefront can also be used as meeting space for a kick-off event if the space is large enough, and/or for stakeholder or focus group meetings, targeted advisory committee meetings, and pop-up events.
- The Raimi team would collaborate with City staff to prepare project boards or displays to be posted in the storefront windows to share the latest information even when the office is closed. It is assumed that a majority of the displays and potential interactive activities would mirror or parallel outreach activities implemented through other ongoing meetings/events (e.g., pop-up meetings, community workshops).

Real-time Balloting

Plan to Place will prepare and facilitate surveys using polling software and handheld remotes or clickers to administer real-time balloting at designated meetings (e.g., CAC meetings, sub-area meetings and workshops) to foster interactive input on meeting topics. The greatest advantage of this approach is it gives an equal voice to everyone in the room and provides access everyone to the process. Equally important is the ability to instantaneously see the results in real-time to gauge interest in the room and allow for a discussion to uncover why participants made certain choices.

Form-Based Code

MICRO-SCALE ANALYSIS AND FBC APPROACH

- **Micro-Scale Analysis.** Based on the outcome of the land use and urban design work in the General Plan update, LWC will identify and document with assistance from City staff the key physical and use-characteristics in three focus areas (anticipated to be Downtown, the El Camino Real south of Chestnut Avenue, and the approximately 20-acre area east of Highway 101 near the Caltrain Station). These characteristics will inform the palette of form-based zones in the Zoning Code update and the eventual standards.

- **FBC Code Approach.** LWC, with team input, will prepare a memo to outline the principles of FBCs, confirm the approach to the form-based zones, identify an organizing principle (e.g. transect), and finalize the desired level of regulations.

DRAFT FORM-BASED ZONES

- **Administrative Draft Form-Based Code (FBC).** Based on the Zoning Code Diagnosis, comments from key stakeholders, and direction from City staff, LWC will prepare the draft form-based code for the focus areas. Key elements of the FBC include a regulating plan, form-based zones (up to five transect zones), building type standards, and frontage type standards. It is not anticipated that architecture standards or design guidelines will be included. The FBC will be developed in InDesign.
- **Mapping of FBC Areas.** LWC will provide strategic advice to City staff and R+A for their preparation of a regulating plan/zoning map for the three focus areas showing the distribution of form-based zones. The regulating plan will initially be developed in Illustrator by LWC and after adoption will be converted into the City's GIS by City staff.
- **Staff Review Meetings and Testing FBC Standards.** LWC will participate in two review meetings and testing sessions with City staff for the purpose of gathering comments, getting feedback, testing the FBC, and training staff on the Draft FBC.
- **Public Review Draft and Final FBC.** The public review and final FBC will be incorporated seamlessly into the Citywide Zoning Code update. Based on input from staff, Planning Commission, City Council and the public, LWC will revise the FBC, as necessary.

South San Francisco General Plan Update Proposed Schedule

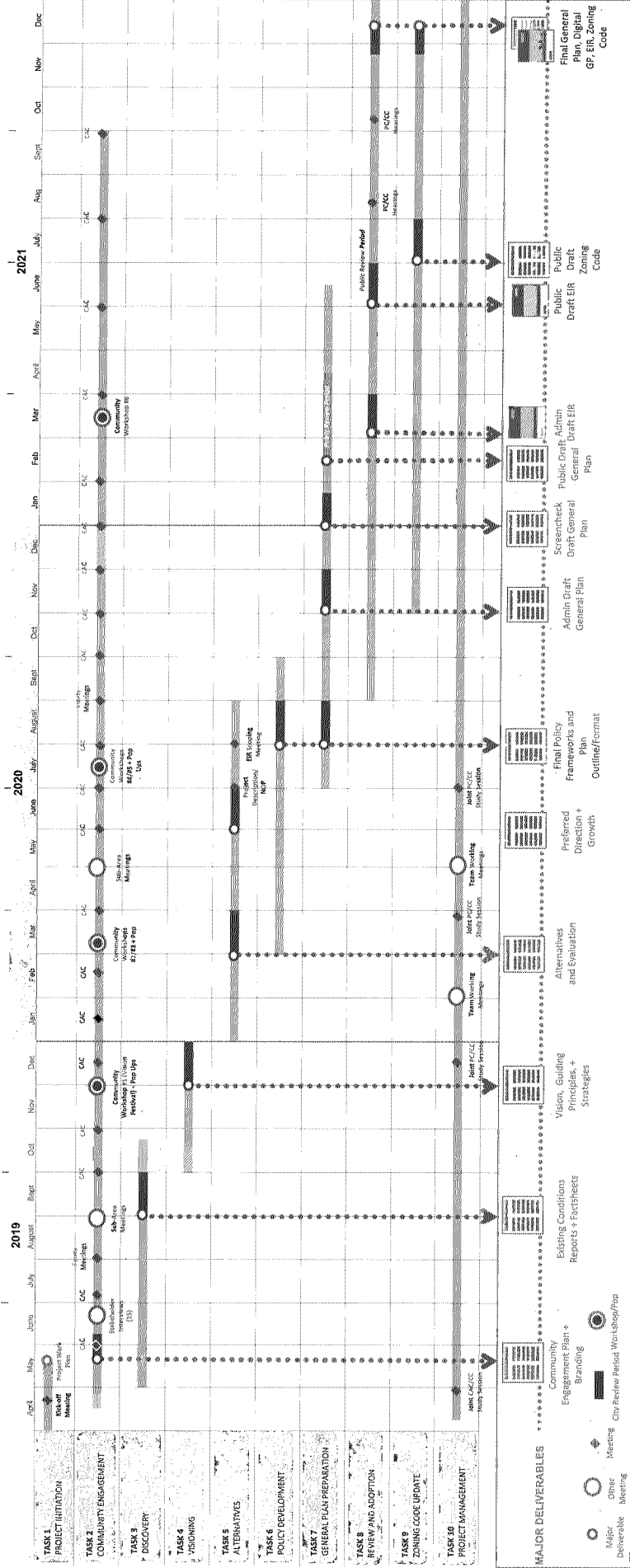


EXHIBIT B - COMPENSATION SCHEDULE

Hours per Task	Raimi + Associates						
	Principal (Raimi)	Associate Principal / PM (Yurkovich)	Senior Associate (Altshuler)	Associate (Sensenig)	Senior Planner (Lundin, Reinhalter, Kruza)	Intermediate Planner (Benitez, Miller)	Planner
Task 1: Project Initiation							
1.1 Kick-off Meeting	8	8			8	8	
1.2 Data Collection + Map Book	4					24	
1.3 Project Work Plan		8				12	
Subtotal Task 1	12	16	-	8	-	44	-
Task 2: Community Engagement							
2.1 Community Engagement Plan	6	8				22	
2.2 Logo + Branding		4				24	
2.3 Project Website + Online Engagement	5	16			24	16	
2.4 CAC Meetings (20)	80	120				80	
2.5 Stakeholder Interviews (25)	16	16				16	
2.6 Social Equity Meetings (6)		8	16		8		
2.7 Community Workshops (6)	60	60			60	100	
2.8 Pop-Up Meetings (8)		8			16	16	
2.9 Sub-Area Meetings (18)	28	78			80	80	
2.10 Planning Commission, City Council, + Commission Meetings (12)	68	80				80	
2.11 Coordination with Outside Agencies (15)		16			12		
2.12 Department Meetings (8)	32	32			32		
2.13 Team Working Meetings (3)	24	24		24			
Subtotal Task 2	319	470	16	24	232	434	-
Task 3: Discovery							
3.1 Assess Existing Reports and Plans		8			16	8	
3.2 Land Use + Urban Design Existing Conditions Report	8	8		40	20	80	
3.3 Transportation Existing Conditions Report							
3.4 Health + Social Equity Report	8	8	24			40	
3.5 Market Study + Demographics Report							
3.6 Sustainability + Climate Change Adaptation Report	10	32				30	30
3.7 Environmental Background Report							
3.8 Retroactive Evaluation of Existing General Plan	8	8			16	16	
3.9 Performance Metrics	4	8				8	
3.10 Vehicle Miles Traveled Analysis (SB 743)							
3.11 Community-Facing Factsheets		8			16	32	
3.12 Citywide Sub-Area Model							
Subtotal Task 3	38	80	24	40	68	214	30
Task 4: Visioning							
4.1 Vision + Guiding Principles	4	8			16		
4.2 Vision Diagram + Strategies	4	8		16		16	
4.3 Issues + Opportunities List		10			16		
Subtotal Task 4	8	26	-	16	32	16	-
Task 5: Alternatives							
5.1 Sub-Area Refinement		8		16		24	
5.2 Areas of Change + Stability	4	8		24		24	
5.3 Alternatives Development	12	24		80	40	80	
5.4 Alternatives Analysis		16		24	16	40	
5.5 Land Use + Mobility Preferred Alternatives	4	8		24		24	
5.6 Final Growth Projections		8			24	24	
5.7 Transportation Forecasts							
5.8 Environmental Review Process Initiation							
5.9 Environmental Scoping Meeting							
5.10 Conceptual Transportation Planning-Level Cost Estimates							
Subtotal Task 5	20	72	-	168	80	216	-
Task 6: Policy Development							
6.1 General Plan Policy Frameworks							
Land Use + Urban Design (R+A)	16	16		40	40	40	
Transportation (F&P)							
Economic Development (SE)							
Health + Social Equity (R+A, SE)		24	24		24		
Sustainability + Adaptation (R+A, FCS)	8	24			16		40
Parks, Public Facilities + Services (R+A)	8	16			32		
Open Space + Conservation (R+A)		16				24	
Noise (FCS)							
Safety (R+A)		16				16	16
Subtotal Task 6	32	112	24	40	112	80	56
Task 7: Plan Development							
7.1 Plan Outline		8			12		
7.2 Plan Layout + Design		8			8	16	
7.3 Admin Draft General Plan							
Land Use + Urban Design (R+A)	10	20		24	24	40	
Transportation (F&P)							
Economic Development (SE)							
Social Equity (R+A, SE)		4	16		16	24	
Sustainability + Adaptation (R+A)	4	16			40		16

EXHIBIT B - COMPENSATION SCHEDULE

Parks, Public Facilities + Services (R+A)	4	8			16	24	
Open Space + Conservation (R+A)		8				24	
Noise (FCS)							
Safety (R+A)		16					16
Implementation (R+A)	8	8			8	16	
7.4 2nd Admin Draft General Plan	8	16	8	16	24	24	
7.5 Screencheck Draft General Plan		16			24	80	
7.6 Public Draft General Plan	4	8			16	24	
7.7 First Administrative Draft EIR			.				
7.8 Second Administrative Draft EIR							
7.9 Screencheck + Public Review Drafts of EIR							
Subtotal Task 7	38	136	24	40	188	272	32

EXHIBIT B - COMPENSATION SCHEDULE

Task 8: Public Review and Adoption							
8.1 Online Comment Form							
8.2 Comments Matrix/Track-Changed Public Draft General Plan		16			16		24
8.3 City Council + Planning Commission Hearings (2)	16	24					
8.4 Final General Plan		16			24		32
8.5 Final EIR							
8.6 EIR Findings, Resolutions and Statement of Overriding Considerations							
8.7 Metrics + Monitoring Plan	4	12					24
8.8 Digital General Plan	8	16					16
Subtotal Task 8	28	84	-	-	40	96	-
Task 9: Zoning Code Update							
9.1 Zoning Code Technical Review							
9.2 Zoning Code Diagnosis							
9.3 Draft Zoning Code							
9.4 Final Zoning Code							
Subtotal Task 9	-	-	-	-	-	-	-
Task 10: Project Management and Team Coordination							
10.1 Monthly Status Meetings	24	48			24		
10.2 Weekly Check-in Calls	40	60			30		
Subtotal Task 10	64	108	-	-	54	-	-
Total Hours	559	1,104	88	336	806	1,372	118
Billing Rate	\$225	\$210	\$190	\$180	\$160	\$140	\$110
Labor Cost	\$125,775	\$231,840	\$16,720	\$60,480	\$128,960	\$192,080	\$12,980
Total Firm Labor Cost							\$768,835
EXPENSES							
Mileage and Travel Expenses						\$	2,044
Project/Sub Management (5%)						\$	67,583
Document Printing + Data Purchase						\$	500
Videographer						\$	5,000
Web Hosting + Domains							
Community-Based Organization Stipends						\$	10,000
Office Expenses (Phone, Fax, Copies, etc.)						\$	23,065
Total Expenses						\$	108,192
TOTAL PER FIRM							\$877,027
GRAND TOTAL							\$2,249,817

Optional Tasks	
Climate Action Plan	\$70,000
Form-Based Code Micro-Scale Analysis and FBC Approach	\$22,000
Draft Form-Based Zones	\$76,000
Downtown Shopfront (10 months)	\$20,000
Subtotal Task	\$188,000

Additional Per Meeting Cost Estimates	
Stakeholder Meeting	\$1,000
Social Equity Meeting	\$4,000
CAC Meeting	\$6,000
Pop-Up Meeting	\$5,000
Sub-Area Meeting	\$7,000
Community Workshop	\$15,000
Planning Commission or City Council Meeting	\$4,500
Team Working Meeting	\$10,000
Real-Time Meeting Polling	\$1,400 to \$1,600

EXHIBIT B - COMPENSATION SCHEDULE

Hours per Task	Lisa Wise Consulting				Plan to Place			
	Principal	Director	Senior Associate	Associate	Principal (Javid)	Outreach Specialist (Chambers)	Graphic Design (Syka)	Bilingual Outreach (Algara)
Task 1: Project Initiation								
1.1 Kick-off Meeting	4	4	4		4	4		
1.2 Data Collection + Map Book								
1.3 Project Work Plan								
Subtotal Task 1	4	4	4		4	4		
Task 2: Community Engagement								
2.1 Community Engagement Plan					24	18	12	8
2.2 Logo + Branding								
2.3 Project Website + Online Engagement					8		20	
2.4 CAC Meetings (20)	8	16	8		184	80	60	
2.5 Stakeholder Interviews (25)					18	16		10
2.6 Social Equity Meetings (6)					22	16		14
2.7 Community Workshops (6)					92	70	70	40
2.8 Pop-Up Meetings (8)					60	50		30
2.9 Sub-Area Meetings (18)					112	84	74	24
2.10 Planning Commission, City Council, + Commission Meetings (12)	9	18	18		20	12		
2.11 Coordination with Outside Agencies (15)					12	8		
2.12 Department Meetings (8)	8				12			
2.13 Team Working Meetings (3)	24	8	8		16	8		
Subtotal Task 2	49	42	34		580	362	236	126
Task 3: Discovery								
3.1 Assess Existing Reports and Plans								
3.2 Land Use + Urban Design Existing Conditions Report								
3.3 Transportation Existing Conditions Report								
3.4 Health + Social Equity Report								
3.5 Market Study + Demographics Report								
3.6 Sustainability + Climate Change Adaptation Report								
3.7 Environmental Background Report								
3.8 Retroactive Evaluation of Existing General Plan								
3.9 Performance Metrics								
3.10 Vehicle Miles Traveled Analysis (SB 743)								
3.11 Community-Facing Factsheets								
3.12 Citywide Sub-Area Model								
Subtotal Task 3								
Task 4: Visioning								
4.1 Vision + Guiding Principles								
4.2 Vision Diagram + Strategies								
4.3 Issues + Opportunities List								
Subtotal Task 4								
Task 5: Alternatives								
5.1 Sub-Area Refinement								
5.2 Areas of Change + Stability								
5.3 Alternatives Development								
5.4 Alternatives Analysis								
5.5 Land Use + Mobility Preferred Alternatives								
5.6 Final Growth Projections								
5.7 Transportation Forecasts								
5.8 Environmental Review Process Initiation								
5.9 Environmental Scoping Meeting								
5.10 Conceptual Transportation Planning-Level Cost Estimates								
Subtotal Task 5								
Task 6: Policy Development								
6.1 General Plan Policy Frameworks								
Land Use + Urban Design (R+A)								
Transportation (F&P)								
Economic Development (SE)								
Health + Social Equity (R+A, SE)								
Sustainability + Adaptation (R+A, FCS)								
Parks, Public Facilities + Services (R+A)								
Open Space + Conservation (R+A)								
Noise (FCS)								
Safety (R+A)								
Subtotal Task 6								
Task 7: Plan Development								
7.1 Plan Outline								
7.2 Plan Layout + Design								
7.3 Admin Draft General Plan								
Land Use + Urban Design (R+A)								
Transportation (F&P)								
Economic Development (SE)								
Social Equity (R+A, SE)								
Sustainability + Adaptation (R+A)								

EXHIBIT B - COMPENSATION SCHEDULE

Parks, Public Facilities + Services (R+A)					
Open Space + Conservation (R+A)					
Noise (FCS)					
Safety (R+A)					
Implementation (R+A)					
7.4 2nd Admin Draft General Plan					
7.5 Screencheck Draft General Plan					
7.6 Public Draft General Plan					
7.7 First Administrative Draft EIR					
7.8 Second Administrative Draft EIR					
7.9 Screencheck + Public Review Drafts of EIR					
Subtotal Task 7	-	-	-	-	-

EXHIBIT B - COMPENSATION SCHEDULE

Task 8: Public Review and Adoption									
8.1 Online Comment Form									
8.2 Comments Matrix/Track-Changed Public Draft General Plan									
8.3 City Council + Planning Commission Hearings (2)									
8.4 Final General Plan									
8.5 Final EIR									
8.6 EIR Findings, Resolutions and Statement of Overriding Considerations									
8.7 Metrics + Monitoring Plan									
8.8 Digital General Plan									
Subtotal Task 8									
Task 9: Zoning Code Update									
9.1 Zoning Code Technical Review					12	32	36	20	
9.2 Zoning Code Diagnosis					8	40	24	36	
9.3 Draft Zoning Code					16	130	110	180	
9.4 Final Zoning Code					6	36	24	30	
Subtotal Task 9					42	238	194	266	
Task 10: Project Management and Team Coordination									
10.1 Monthly Status Meetings					4	10	10		
10.2 Weekly Check-in Calls					4	10	10	30	
Subtotal Task 10					8	20	20	30	
Total Hours	103	304	252	266	614	366	236	126	
Billing Rate	\$205	\$195	\$175	\$140	\$190	\$140	\$100	\$190	
Labor Cost	\$21,115	\$59,280	\$44,100	\$37,240	\$116,660	\$51,240	\$23,600	\$23,940	
Total Firm Labor Cost					\$161,735				\$215,440
EXPENSES									
Mileage and Travel Expenses					\$ 500				\$ 2,000
Project/Sub Management (5%)									
Document Printing + Data Purchase									\$ 500
Videographer									
Web Hosting + Domains									
Community-Based Organization Stipends									
Office Expenses (Phone, Fax, Copies, etc.)									
Total Expenses					\$ 500				2,500
TOTAL PER FIRM					\$162,235				\$217,940
GRAND TOTAL									

Optional Tasks				
Climate Action Plan				
Form-Based Code Micro-Scale Analysis and FBC Approach				
Draft Form-Based Zones				
Downtown Shopfront (10 months)				
Subtotal Task				

EXHIBIT B - COMPENSATION SCHEDULE

	Fehr & Peers						First C			
	Principals	Associates	Project Manger (Jacobson)	Senior Engineer (Sirandas)	Deputy Manager (McAdam)	Planners	Director	Project Manager	Asst. PM	Analyst
Hours per Task										
Task 1: Project Initiation										
1.1 Kick-off Meeting	4		8	6	2	2	4	4	4	
1.2 Data Collection + Imap Book	1			2	4					
1.3 Project Work Plan										
Subtotal Task 1	5	-	8	8	6	2	4	4	4	-
Task 2: Community Engagement										
2.1 Community Engagement Plan										
2.2 Logo + Branding										
2.3 Project Website + Online Engagement										
2.4 CAC Meetings (20)			16		16		16	16	4	
2.5 Stakeholder Interviews (25)							4	4	4	
2.6 Social Equity Meetings (6)										
2.7 Community Workshops (6)	4		20	4	24	6	4	4	4	
2.8 Pop-Up Meetings (8)										
2.9 Sub-Area Meetings (18)			16		16					
2.10 Planning Commission, City Council, + Commission Meetings (12)	12		28	2		3	4	4	4	
2.11 Coordination with Outside Agencies (15)	2		4					16		
2.12 Department Meetings (8)	4		20		16	20	8	16		
2.13 Team Working Meetings (3)	2		24			20	8	8		
Subtotal Task 2	24	-	128	6	72	49	44	68	16	-
Task 3: Discovery										
3.1 Assess Existing Reports and Plans			4	12	20	8				
3.2 Land Use + Urban Design Existing Conditions Report										
3.3 Transportation Existing Conditions Report	7	16	24	60	80	20				
3.4 Health + Social Equity Report										
3.5 Market Study + Demographics Report										
3.6 Sustainability + Climate Change Adaptation Report										
3.7 Environmental Background Report							8	32	60	60
3.8 Retroactive Evaluation of Existing General Plan										
3.9 Performance Metrics			4		8					
3.10 Vehicle Miles Traveled Analysis (SB 743)	8	10	30	10	10					
3.11 Community-Facing Factsheets										
3.12 Citywide Sub-Area Model	6	40	8	160	60	60				
Subtotal Task 3	21	66	70	242	178	88	8	32	60	60
Task 4: Visioning										
4.1 Vision + Guiding Principles			4							
4.2 Vision Diagram + Strategies	2		10		10					
4.3 Issues + Opportunities List	2		8							
Subtotal Task 4	4	-	22	-	10	-	-	-	-	-
Task 5: Alternatives										
5.1 Sub-Area Refinement										
5.2 Areas of Change + Stability										
5.3 Alternatives Development	8	8	16	28	40	3				
5.4 Alternatives Analysis										
5.5 Land Use + Mobility Preferred Alternatives	2		4	4	8					
5.6 Final Growth Projections			8	8	12					
5.7 Transportation Forecasts	12	24	16	80	40	4				
5.8 Environmental Review Process Initiation			8	8	12		8	60	60	40
5.9 Environmental Scoping Meeting							8	16	24	40
5.10 Conceptual Transportation Planning-Level Cost Estimates	2	20	5	12	10					
Subtotal Task 5	24	52	57	140	122	7	16	76	84	80
Task 6: Policy Development										
6.1 General Plan Policy Frameworks										
Land Use + Urban Design (R+A)										
Transportation (F&P)	16		16	10	40	6				
Economic Development (SE)										
Health + Social Equity (R+A, SE)								20		
Sustainability + Adaptation (R+A, FCS)										
Parks, Public Facilities + Services (R+A)										
Open Space + Conservation (R+A)										
Noise (FCS)										
Safety (R+A)										
Subtotal Task 6	16	-	16	10	40	6	-	20	-	-
Task 7: Plan Development										
7.1 Plan Outline			2							
7.2 Plan Layout + Design										
7.3 Admin Draft General Plan										
Land Use + Urban Design (R+A)										
Transportation (F&P)	8		16	10	40					
Economic Development (SE)										
Social Equity (R+A, SE)										
Sustainability + Adaptation (R+A)										

EXHIBIT B - COMPENSATION SCHEDULE

Parks, Public Facilities + Services (R+A)										
Open Space + Conservation (R+A)										
Noise (FCS)										
Safety (R+A)										
Implementation (R+A)										
7.4 2nd Admin Draft General Plan										
7.5 Screencheck Draft General Plan										
7.6 Public Draft General Plan										
7.7 First Administrative Draft EIR	4	20	50	80	44	12	80	110	280	
7.8 Second Administrative Draft EIR						8	40	60	100	
7.9 Screencheck + Public Review Drafts of EIR						4	16	24	40	
Subtotal Task 7	12	38	60	120	44	24	136	194	420	

EXHIBIT B - COMPENSATION SCHEDULE

Task 8: Public Review and Adoption										
8.1 Online Comment Form										
8.2 Comments Matrix/Track-Changed Public Draft General Plan	4		4		4					
8.3 City Council + Planning Commission Hearings (2)	8		16		16		10	10		
8.4 Final General Plan										
8.5 Final EIR			8		20	8	12	40	80	160
8.6 EIR Findings, Resolutions and Statement of Overriding Considerations										
8.7 Metrics + Monitoring Plan			4		10	10				
8.8 Digital General Plan										
Subtotal Task 8	12	-	32	4	50	18	22	50	80	160
Task 9: Zoning Code Update										
9.1 Zoning Code Technical Review										
9.2 Zoning Code Diagnosis										
9.3 Draft Zoning Code										
9.4 Final Zoning Code										
Subtotal Task 9	-	-	-	-	-	-	-	-	-	-
Task 10: Project Management and Team Coordination										
10.1 Monthly Status Meetings	2		20			10				
10.2 Weekly Check-in Calls	2		20			10	24	32	20	
Subtotal Task 10	4	-	40	-	-	20	24	32	20	-
Total Hours	122	118	411	470	598	234	142	418	458	720
Billing Rate	\$340	\$230	\$200	\$195	\$140	\$130	\$260	\$190	\$130	\$100
Labor Cost	\$41,480	\$27,140	\$82,200	\$91,650	\$83,720	\$30,420	\$36,920	\$79,420	\$59,540	\$72,000
Total Firm Labor Cost						\$356,610				
EXPENSES										
Mileage and Travel Expenses										
Project/Sub Management (5%)										
Document Printing + Data Purchase						13,000				
Videographer										
Web Hosting + Domains										
Community-Based Organization Stipends										
Office Expenses (Phone, Fax, Copies, etc.)										
Total Expenses						13,000				
TOTAL PER FIRM						\$369,610				
GRAND TOTAL										
Optional Tasks										
Climate Action Plan										
Form-Based Code Micro-Scale Analysis and FBC Approach										
Draft Form-Based Zones										
Downtown Shopfront (10 months)										
Subtotal Task										

EXHIBIT B - COMPENSATION SCHEDULE

Hours per Task	Carbon Solutions				
	AQ/ GHG/Attorney	Noise	Biology	Cultural	Editing/WP
Task 1: Project Initiation					
1.1 Kick-off Meeting					
1.2 Data Collection + Map Book					
1.3 Project Work Plan					
Subtotal Task 1	-	-	-	-	-
Task 2: Community Engagement					
2.1 Community Engagement Plan					
2.2 Logo + Branding					
2.3 Project Website + Online Engagement					
2.4 CAC Meetings (20)					
2.5 Stakeholder Interviews (25)					
2.6 Social Equity Meetings (6)					
2.7 Community Workshops (6)					
2.8 Pop-Up Meetings (8)					
2.9 Sub-Area Meetings (18)					
2.10 Planning Commission, City Council, + Commission Meetings (12)					
2.11 Coordination with Outside Agencies (15)					
2.12 Department Meetings (8)					
2.13 Team Working Meetings (3)					
Subtotal Task 2	-	-	-	-	-
Task 3: Discovery					
3.1 Assess Existing Reports and Plans					
3.2 Land Use + Urban Design Existing Conditions Report					
3.3 Transportation Existing Conditions Report					
3.4 Health + Social Equity Report					
3.5 Market Study + Demographics Report					
3.6 Sustainability + Climate Change Adaptation Report					
3.7 Environmental Background Report	40	40	40	40	40
3.8 Retroactive Evaluation of Existing General Plan					
3.9 Performance Metrics					
3.10 Vehicle Miles Traveled Analysis (SB 743)					
3.11 Community-Facing Factsheets					
3.12 Citywide Sub-Area Model					
Subtotal Task 3	40	40	40	40	40
Task 4: Visioning					
4.1 Vision + Guiding Principles					
4.2 Vision Diagram + Strategies					
4.3 Issues + Opportunities List					
Subtotal Task 4	-	-	-	-	-
Task 5: Alternatives					
5.1 Sub-Area Refinement					
5.2 Areas of Change + Stability					
5.3 Alternatives Development					
5.4 Alternatives Analysis					
5.5 Land Use + Mobility Preferred Alternatives					
5.6 Final Growth Projections					
5.7 Transportation Forecasts					
5.8 Environmental Review Process Initiation					40
5.9 Environmental Scoping Meeting					
5.10 Conceptual Transportation Planning-Level Cost Estimates					
Subtotal Task 5	-	-	-	-	40
Task 6: Policy Development					
6.1 General Plan Policy Frameworks					
Land Use + Urban Design (R+A)					
Transportation (F&P)					
Economic Development (SE)					
Health + Social Equity (R+A, SE)					
Sustainability + Adaptation (R+A, FCS)					
Parks, Public Facilities + Services (R+A)					
Open Space + Conservation (R+A)					
Noise (FCS)		40			
Safety (R+A)					
Subtotal Task 6	-	40	-	-	-
Task 7: Plan Development					
7.1 Plan Outline					
7.2 Plan Layout + Design					
7.3 Admin Draft General Plan					
Land Use + Urban Design (R+A)					
Transportation (F&P)					
Economic Development (SE)					
Social Equity (R+A, SE)					
Sustainability + Adaptation (R+A)					

EXHIBIT B - COMPENSATION SCHEDULE

Parks, Public Facilities + Services (R+A)					
Open Space + Conservation (R+A)					
Noise (FCS)					
Safety (R+A)		20			
Implementation (R+A)					
7.4 2nd Admin Draft General Plan					
7.5 Screencheck Draft General Plan					
7.6 Public Draft General Plan					
7.7 First Administrative Draft EIR	40	40	40	40	70
7.8 Second Administrative Draft EIR	10	10	10	10	30
7.9 Screencheck + Public Review Drafts of EIR	2	2	2	2	8
Subtotal Task 7	52	72	52	52	108

EXHIBIT B - COMPENSATION SCHEDULE

Task 8: Public Review and Adoption					
8.1 Online Comment Form					
8.2 Comments Matrix/Track-Changed Public Draft General Plan					
8.3 City Council + Planning Commission Hearings (2)					
8.4 Final General Plan					
8.5 Final EIR	16	16	16	16	60
8.6 EIR Findings, Resolutions and Statement of Overriding Considerations	39				
8.7 Metrics + Monitoring Plan					
8.8 Digital General Plan					
Subtotal Task 8	55	16	16	16	60
Task 9: Zoning Code Update					
9.1 Zoning Code Technical Review					
9.2 Zoning Code Diagnosis					
9.3 Draft Zoning Code					
9.4 Final Zoning Code					
Subtotal Task 9	-	-	-	-	-
Task 10: Project Management and Team Coordination					
10.1 Monthly Status Meetings					
10.2 Weekly Check-in Calls					
Subtotal Task 10	-	-	-	-	-
Total Hours	147	168	108	108	248
Billing Rate	\$180	\$180	\$160	\$180	\$100
Labor Cost	\$26,460	\$30,240	\$17,280	\$19,440	\$24,800
Total Firm Labor Cost					\$366,100
EXPENSES					
Mileage and Travel Expenses					
Project/Sub Management (5%)					
Document Printing + Data Purchase					
Videographer					
Web Hosting + Domains					
Community-Based Organization Stipends					
Office Expenses (Phone, Fax, Copies, etc.)					
Total Expenses					-
TOTAL PER FIRM					\$366,100
GRAND TOTAL					
Optional Tasks					
Climate Action Plan					
Form-Based Code Micro-Scale Analysis and FBC Approach					
Draft Form-Based Zones					
Downtown Shopfront (10 months)					
Subtotal Task					-

EXHIBIT B - COMPENSATION SCHEDULE

Parks, Public Facilities + Services (R+A)										
Open Space + Conservation (R+A)										
Noise (FCS)										
Safety (R+A)										
Implementation (R+A)										
7.4 2nd Admin Draft General Plan										
7.5 Screencheck Draft General Plan										
7.6 Public Draft General Plan										
7.7 First Administrative Draft EIR										
7.8 Second Administrative Draft EIR										
7.9 Screencheck + Public Review Drafts of EIR										
Subtotal Task 7	16	48	60	-	-	-	-	-	-	-

EXHIBIT B - COMPENSATION SCHEDULE

Task 8: Public Review and Adoption									
8.1 Online Comment Form						5			5
8.2 Comments Matrix/Track-Changed Public Draft General Plan									
8.3 City Council + Planning Commission Hearings (2)									
8.4 Final General Plan									
8.5 Final EIR									
8.6 EIR Findings, Resolutions and Statement of Overriding Considerations									
8.7 Metrics + Monitoring Plan						8		4	
8.8 Digital General Plan						40	40	40	40
Subtotal Task 8						53	40	40	20
Task 9: Zoning Code Update									
9.1 Zoning Code Technical Review									
9.2 Zoning Code Diagnosis									
9.3 Draft Zoning Code									
9.4 Final Zoning Code									
Subtotal Task 9									
Task 10: Project Management and Team Coordination									
10.1 Monthly Status Meetings						20			12
10.2 Weekly Check-in Calls						20			
Subtotal Task 10						40			12
Total Hours	164	304	334	180	179	64	68	96	93
Billing Rate	\$310	\$175	\$125	\$95	\$275	\$160	\$125	\$150	\$70
Labor Cost	\$50,840	\$53,200	\$41,750	\$17,100	\$49,225	\$10,240	\$8,500	\$14,400	\$6,510
Total Firm Labor Cost				\$162,890					\$88,875
EXPENSES									
Mileage and Travel Expenses				\$ 40				\$ 4,000	
Project/Sub Management (5%)									
Document Printing + Data Purchase				100					
Videographer									
Web Hosting + Domains									1,000
Community-Based Organization Stipends									
Office Expenses (Phone, Fax, Copies, etc.)									
Total Expenses				140					5,000
TOTAL PER FIRM				\$163,030					\$93,875
GRAND TOTAL									

Optional Tasks	
Climate Action Plan	
Form-Based Code Micro-Scale Analysis and FBC Approach	
Draft Form-Based Zones	
Downtown Shopfront (10 months)	
Subtotal Task	

EXHIBIT B - COMPENSATION SCHEDULE

Hours per Task	Labor Cost Per Task
Task 1: Project Initiation	
1.1 Kick-off Meeting	\$23,310
1.2 Data Collection + Map Book	\$5,550
1.3 Project Work Plan	\$3,360
Subtotal Task 1	\$32,220
Task 2: Community Engagement	
2.1 Community Engagement Plan	\$16,740
2.2 Logo + Branding	\$6,080
2.3 Project Website + Online Engagement	\$39,585
2.4 CAC Meetings (20)	\$135,800
2.5 Stakeholder Interviews (25)	\$21,720
2.6 Social Equity Meetings (6)	\$17,990
2.7 Community Workshops (6)	\$104,180
2.8 Pop-Up Meetings (8)	\$30,580
2.9 Sub-Area Meetings (18)	\$104,880
2.10 Planning Commission, City Council, + Commission Meetings (12)	\$78,795
2.11 Coordination with Outside Agencies (15)	\$13,200
2.12 Department Meetings (8)	\$42,960
2.13 Team Working Meetings (3)	\$50,640
Subtotal Task 2	\$663,150
Task 3: Discovery	
3.1 Assess Existing Reports and Plans	\$12,340
3.2 Land Use + Urban Design Existing Conditions Report	\$25,080
3.3 Transportation Existing Conditions Report	\$36,360
3.4 Health + Social Equity Report	\$26,270
3.5 Market Study + Demographics Report	\$43,600
3.6 Sustainability + Climate Change Adaptation Report	\$16,470
3.7 Environmental Background Report	\$53,960
3.8 Retroactive Evaluation of Existing General Plan	\$8,280
3.9 Performance Metrics	\$9,020
3.10 Vehicle Miles Traveled Analysis (SB 743)	\$14,370
3.11 Community-Facing Factsheets	\$9,000
3.12 Citywide Sub-Area Model	\$60,240
Subtotal Task 3	\$314,990
Task 4: Visioning	
4.1 Vision + Guiding Principles	\$5,940
4.2 Vision Diagram + Strategies	\$11,780
4.3 Issues + Opportunities List	\$6,940
Subtotal Task 4	\$24,660
Task 5: Alternatives	
5.1 Sub-Area Refinement	\$7,920
5.2 Areas of Change + Stability	\$10,260
5.3 Alternatives Development	\$58,950
5.4 Alternatives Analysis	\$40,230
5.5 Land Use + Mobility Preferred Alternatives	\$13,640
5.6 Final Growth Projections	\$13,720
5.7 Transportation Forecasts	\$34,520
5.8 Environmental Review Process Initiation	\$34,120
5.9 Environmental Scoping Meeting	\$12,240
5.10 Conceptual Transportation Planning-Level Cost Estimates	\$10,020
Subtotal Task 5	\$235,620
Task 6: Policy Development	
6.1 General Plan Policy Frameworks	
Land Use + Urban Design (R+A)	\$26,160
Transportation (F&P)	\$16,970
Economic Development (SE)	\$14,480
Health + Social Equity (R+A, SE)	\$15,730
Sustainability + Adaptation (R+A, FCS)	\$17,600
Parks, Public Facilities + Services (R+A)	\$10,280
Open Space + Conservation (R+A)	\$6,720
Noise (FCS)	\$7,200
Safety (R+A)	\$7,360
Subtotal Task 6	\$122,500
Task 7: Plan Development	
7.1 Plan Outline	\$4,000
7.2 Plan Layout + Design	\$5,200
7.3 Admin Draft General Plan	\$0
Land Use + Urban Design (R+A)	\$20,210
Transportation (F&P)	\$13,470
Economic Development (SE)	\$15,580
Social Equity (R+A, SE)	\$15,080
Sustainability + Adaptation (R+A)	\$12,420

EXHIBIT B - COMPENSATION SCHEDULE

Parks, Public Facilities + Services (R+A)	\$8,500
Open Space + Conservation (R+A)	\$5,040
Noise (FCS)	\$3,600
Safety (R+A)	\$5,120
Implementation (R+A)	\$7,000
7.4 2nd Admin Draft General Plan	\$16,760
7.5 Screencheck Draft General Plan	\$18,400
7.6 Public Draft General Plan	\$8,500
7.7 First Administrative Draft EIR	\$127,650
7.8 Second Administrative Draft EIR	\$37,480
7.9 Screencheck + Public Review Drafts of EIR	\$13,400
Subtotal Task 7	\$337,410

EXHIBIT B - COMPENSATION SCHEDULE

Task 8: Public Review and Adoption	
8.1 Online Comment Form	\$1,725
8.2 Comments Matrix/Track-Changed Public Draft General Plan	\$12,780
8.3 City Council + Planning Commission Hearings (2)	\$21,300
8.4 Final General Plan	\$11,680
8.5 Final EIR	\$59,760
8.6 EIR Findings, Resolutions and Statement of Overriding Considerations	
8.7 Metrics + Monitoring Plan	\$13,080
8.8 Digital General Plan	\$37,200
Subtotal Task 8	\$157,525
Task 9: Zoning Code Update	
9.1 Zoning Code Technical Review	\$17,800
9.2 Zoning Code Diagnosis	\$18,680
9.3 Draft Zoning Code	\$73,080
9.4 Final Zoning Code	\$16,650
Subtotal Task 9	\$126,210
Task 10: Project Management and Team Coordination	
10.1 Monthly Status Meetings	\$36,160
10.2 Weekly Check-in Calls	\$63,020
Subtotal Task 10	\$99,180
Total Hours	
Billing Rate	
Labor Cost	
Total Firm Labor Cost	\$2,113,465
EXPENSES	
Mileage and Travel Expenses	
Project/Sub Management (5%)	
Document Printing + Data Purchase	
Videographer	
Web Hosting + Domains	
Community-Based Organization Stipends	
Office Expenses (Phone, Fax, Copies, etc.)	Total Expense
Total Expenses	\$129,332
TOTAL PER FIRM	
GRAND TOTAL	
Optional Tasks	
Climate Action Plan	
Form-Based Code Micro-Scale Analysis and FBC Approach	
Draft Form-Based Zones	
Downtown Shopfront (10 months)	
Subtotal Task	

Raimi + Associates Contract
Billing Rates by Position

Raimi + Associates

Title	Rate
Principal	\$ 225.00
Associate Principal/ Project Manager	\$ 210.00
Senior Associate	\$ 190.00
Associate Principal/ Project Manager	\$ 180.00
Senior Planner	\$ 160.00
Intermediate Planner	\$ 140.00
Planner	\$ 110.00

Lisa Wise Consulting

Title	Rate
Principal	\$ 205.00
Director	\$ 195.00
Senior Director	\$ 175.00
Associate	\$ 140.00

Plan to Place

Title	Rate
Principal	\$ 190.00
Outreach Specialist	\$ 140.00
Graphic Design	\$ 100.00
Bilingual Outreach	\$ 190.00

Fehr & Peers

Title	Rate
Principal	\$ 340.00
Associate	\$ 230.00
Project Manager	\$ 200.00
Senior Engineer	\$ 195.00
Deputy Manager	\$ 140.00
Planner	\$ 130.00

First Carbon Solutions

Title	Rate
Director	\$ 260.00
Project Manager	\$ 190.00
Assistant Project Manager	\$ 130.00
Analyst	\$ 100.00
AQ/GHG/Attorney	\$ 180.00
Noise	\$ 180.00
Biology	\$ 160.00
Cultural	180
Editing/WP	100

Strategic Economics

Title	Rate
Principal	\$ 310.00
Senior Associate	\$ 175.00
Associates	\$ 125.00
Research Analyst	\$ 95.00

January Advisorys

Title	Rate
Principal	\$ 275.00
Software Developer	\$ 160.00
Software Designer	\$ 125.00
Data Science/Mapping	\$ 150.00
Digital Marketing	\$ 70.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94601 Lic. #0020739		CONTACT NAME: Rosemary Currie PHONE (A/C, No. Ext): 510-465-3090 E-MAIL ADDRESS: enterprise@dealeyrenton.com FAX (A/C, No): 510-452-2193	
INSURED Raimi & Associates, Inc. 2000 Hearst Avenue, #400 Berkeley CA 94709		INSURER(S) AFFORDING COVERAGE	
RAIMIASO		NAIC #	
		INSURER A: Travelers Property Casualty Co of Ameri 25674	
		INSURER B: American Automobile Ins. Co. 21849	
		INSURER C: Travelers Casualty & Surety Co of Amer. 31194	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1323369455**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y Y	6803J079023	7/14/2018	7/14/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		6803J079023	7/14/2018	7/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SCW0031751801	7/14/2018	7/14/2019	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		106337798	7/14/2018	7/14/2019	\$1,000,000 \$2,000,000 per claim annl. aggregate

Approved as to form:
Date: 4/23/19
By: [Signature]
City Attorney

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: R+A Project 19013 South SF GP

City of South San Francisco and its officers, employees, agents, and volunteers are named as Additional Insured as respects General & Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsements.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City of South San Francisco
400 Grand Avenue
Attn: City Clerk
South San Francisco CA 94080

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE

Hired Auto Liability

ADDITIONAL PREMIUM

\$ INCLUDED

Nonowned Auto Liability

\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions a., b., d., e., f. and i. and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

- a. "Bodily injury" to:

- (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.

- b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

POLICY NUMBER: 6803J079023

COMMERCIAL GENERAL LIABILITY
ISSUED DATE: 4/19/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: 6803J079023

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 4/19/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
 - (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;
- subsequent to the signing and execution of that contract or agreement by you.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: SCW0031751801

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

**ALL PERSONS OR ORGANIZATIONS
THAT REQUIRES YOU TO OBTAIN
EXECUTED THE CONTRACT BEFORE**

Job Description

**THAT ARE PARTIE TO A CONTRACT
THIS AGREEMENT, PROVIDED YOU
THE LOSS.**

DATE OF ISSUE: 4/19/2019

ST ASSIGN: CA



City of South San Francisco

P.O. Box 711 (City Hall,
400 Grand Avenue)
South San Francisco, CA

City Council

Resolution: RES 42-2019

File Number: 19-272

Enactment Number: RES 42-2019

RESOLUTION AUTHORIZING A CONSULTING SERVICES AGREEMENT WITH RAIMI + ASSOCIATES FOR THE GENERAL PLAN UPDATE PROJECT IN AN AMOUNT NOT TO EXCEED \$2,660,299 FOR A THREE-YEAR TERM AND APPROVE BUDGET AMENDMENT #19.047.

WHEREAS, the South San Francisco General Plan was last updated in 1999; and

WHEREAS, the City Council at its January 9, 2019 meeting authorized staff to release a Request for Proposals for preparation of the General Plan update, Zoning Code update and Environmental Impact Report; and

WHEREAS, the City of South San Francisco ("City") staff on January 11, 2019 issued the Request for Proposals for the General Plan update, Zoning Code Update and Environmental Impact Report ("Project") and on February 19, 2019, staff received six proposals in response; and

WHEREAS, staff and peers reviewed the proposals and conducted interviews to evaluate the teams generally based on expertise, experience, project approach, budget and reference check; and

WHEREAS, staff recommends awarding the contract to Raimi + Associates for the General Plan update, Zoning Code Update and Environmental Impact Report project in an amount not to exceed \$2,660,299; and

WHEREAS, the total contract amount includes \$2,249,817 for the preparation of the General Plan Update, Zoning Ordinance Update and Environmental Documentation, \$188,000 for Optional Tasks, and a ten-percent contingency of \$222,482.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South San Francisco that the City Council hereby approves a Consulting Services Agreement with Raimi + Associates for the General Plan update in an amount not to exceed \$2,660,299.

BE IT FURTHER RESOLVED that the City Council of the City of South San Francisco that the City

Council hereby authorizes the City Manager to execute a Consulting Services Agreement with Raimi + Associates for the General Plan update in an amount not to exceed \$2,660,299, in a form substantially similar to the agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the City Council does hereby approve Budget Amendment #19.047.

BE IT FURTHER RESOLVED that the City Council authorizes the Finance Department to establish the Project Budget consistent with the information contained in the staff report.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute the documents on behalf of the City upon timely submission by Raimi+ Associates signed agreement and all other documents, subject to minor modifications that do not materially increase the City's obligations and subject to approval as to form by the City Attorney.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to take any other related actions consistent with the intention of this resolution.

* * * * *

At a meeting of the City Council on 3/27/2019, a motion was made by Mark Nagales, seconded by Mark Addiego, that this Resolution be approved. The motion passed.

Yes: 4 Mayor Matsumoto, Vice Mayor Garbarino, Councilmember Addiego, and Councilmember Nagales

Absent: 1 Councilmember Nicolas

Attest by 
Rosa Govea Acosta



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94601 Lic. #0020739	CONTACT NAME: Rosemary Currie PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: enterprise@dealeyrenton.com FAX (A/C, No): 510-452-2193
INSURED Raimi & Associates, Inc. 2000 Hearst Avenue, #400 Berkeley CA 94709	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of Ameri INSURER B: American Automobile Ins. Co. INSURER C: Travelers Casualty & Surety Co of Amer. INSURER D: INSURER E: INSURER F:
RAIMASSO	NAIC # 25674 21849 31194

COVERAGES**CERTIFICATE NUMBER:** 1213804984**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	6803J079023	7/14/2018	7/14/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6803J079023	7/14/2018	7/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	SCW0031751801	7/14/2018	7/14/2019	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			106337798	7/14/2018	7/14/2019	\$1,000,000 \$2,000,000 per claim annl. aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR PROPOSAL PURPOSES ONLY

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

SPECIMEN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 6803J079023

COMMERCIAL GENERAL LIABILITY
ISSUED DATE: 8/6/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: 6803J079023

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 8/6/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Raimi & Associates, Inc.

Endorsement Effective Date: 7/14/2018

SCHEDULE

Name Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: SCW0031751801

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

**ALL PERSONS OR ORGANIZATIONS
THAT REQUIRES YOU TO OBTAIN
EXECUTED THE CONTRACT BEFORE**

Job Description

**THAT ARE PARTIE TO A CONTRACT
THIS AGREEMENT, PROVIDED YOU
THE LOSS.**

DATE OF ISSUE: 8/6/2018

ST ASSIGN: CA

EXHIBIT B

(First Amendment to Agreement)

**AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN
FRANCISCO AND RAIMI + ASSOCIATES**

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of July 31, 2020 by and between THE CITY OF SOUTH SAN FRANCISCO ("City"), a municipal corporation, and Raimi + Associates ("Contractor"), (sometimes referred together as the "Parties") who agree as follows:

RECITALS

A. On March 27, 2019, City and Contractor entered that certain Consulting Services Agreement ("Agreement") whereby Contractor agreed to prepare the General Plan Update, Zoning Code Update and Environmental Impact Report project, including an update to the Climate Action Plan, Form Based Code section of the Zoning Ordinance Update, and Downtown Storefront for public outreach plus a ten percent contingency. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1: Term. The end date for the term of services identified in Section 1 of the Agreement remains unchanged.
3. Section 2: Compensation. Section 2 of the Agreement shall remain unchanged.

Contractor agrees this is the City's total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

4. Scope of Services. The Scope of Services under the Agreement is amended by including the additional tasks set forth in Exhibit B to this amendment, attached hereto and incorporated herein.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

By: 
Mike Futrell, City Manager

By: 
Raimi + Associates

Approved as to Form:

By: 
City Attorney

In Process

EXHIBIT A

[Consulting Services Agreement]

In Process

EXHIBIT B

The South San Francisco Mayor's Commission on Racial and Social Equity proactively advances equity through internal and external processes as well by recommending policy and program changes to address institutional inequities in education, policing, healthcare (including mental health and addiction services), and other social services.

The Commission is working to achieve the following key objectives: 1) developing a shared understanding and knowledge of institutional racial and social inequities in the areas mentioned above; 2) examining police presence and relationships with respect to communities of color in order to build trust; 3) building trust and strengthen partnerships among local community based organizations, community health organizations and agencies, and social justice organizations; 4) collaborating with the community and other institutions to develop and offer opportunities for change and elevate successful models and best practices; 5) developing recommendations for action to the South San Francisco City Council to reduce or eliminate racial and social inequities. This project provides a critical opportunity at a key moment in history to catalyze meaningful and strategic change.

To assist the Commission, South San Francisco (SSF) City is partnering with Raimi + Associates to work closely with SSF City staff and the Commission to identify actionable recommendations that will result in meaningful and sustainable change.

SSF Commission on Racial and Social Equity

Proposed Scope includes:

- Coordinate with SSF City Staff and Commission Chairs to prepare for Commission Meetings
- Prepare and facilitate commission meetings
- Draft and gather feedback on recommendations to advance racial and social equity
- Finalize recommendations, develop implementation plan, and prepare final report

3569887.1

PROPOSED BUDGET FOR ALL 3 PHASES

SSF Commission on Racial and Social Equity		Raimi + Associates				Labor Cost per Task
		Project Manager (Dorman)	Deputy Project Manager (Kruza)	Project Support (Bernal)	SSF GP Project Liaison (Yurkovich)	
PHASE 1: Setting the Stage to Advance Equity in South San Francisco						
1.1	Coordinate with SSF City Staff and Commission Chairs to prepare for Commission Meetings	36	36	20	6	\$18,010
1.2	Prepare + Facilitate up to 6 Commission Meetings	36	40	40	6	\$21,450
PHASE 2: Drafting and Gathering Feedback on Recommendations to Advance Racial and Social Equity						
2.1	Coordinate with SSF City Staff and Commission Chairs to prepare for Commission Meetings	32	36	20	4	\$16,660
2.2	Prepare + Facilitate up to 7 Commission Meetings	40	42	42	4	\$22,500
2.3	Review preliminary recommendations with key stakeholders and gather feedback	12	16	16	4	\$8,400
2.4	Prepare Draft Recommendations	18	36	40	4	\$16,310
PHASE 3: Finalizing Recommendations, Developing Implementation Plans, and Preparing Final Report						
3.1	Coordinate with SSF City Staff and Commission Chairs to prepare for Commission Meetings	20	20	20	4	\$11,400
3.2	Prepare + Facilitate up to 4 Commission Meetings	22	22	22	4	\$12,450
3.3	Prepare Draft and Final Commission Report and Implementation Plans	24	40	40	4	\$18,300
TOTAL DIRECT LABOR						
	Hours per Team member	240	288	260	40	
	Total Hours					828
	Hourly Billing Rate	\$225	\$160	\$140	\$225	
	Labor Cost per Team Member	\$54,000	\$46,080	\$36,400	\$9,000	
	Total Labor Cost					\$145,480
INDIRECT EXPENSES						
	General Office Expenses (3% of R+A labor)					\$4,364
	Subtotal: Indirect Expenses					\$4,364
GRAND TOTAL						\$149,844

In Process

Certificate of Completion

Envelope Id: D2BD17C9226446398D809B6EEBB23EEC	Status: Sent
Subject: Please DocuSign: FINAL Raimi + Contract Amendment.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christina Fernandez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	329 Miller Ave
	South San Francisco, CA 94080
	christina.fernandez@ssf.net
	IP Address: 209.234.100.130

Record Tracking

Status: Original	Holder: Christina Fernandez	Location: DocuSign
8/12/2020 7:15:18 PM	christina.fernandez@ssf.net	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of South San Francisco	Location: DocuSign

Signer Events

Signature	Timestamp
DocuSigned by:  4E7994AE83D64E2...	Sent: 8/12/2020 7:18:09 PM Viewed: 8/17/2020 2:57:58 PM Signed: 8/17/2020 2:58:14 PM
Matthew D Raimi matt@raimiassociates.com President and CEO Matthew Raimi Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 96.90.232.89

Electronic Record and Signature Disclosure:

Accepted: 8/17/2020 2:57:58 PM
ID: 1ffa1771-86b8-4b34-943b-06affe80db18

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Kym Dorman	Sent: 8/12/2020 7:18:09 PM
kym@raimiassociates.com	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:

Accepted: 8/11/2020 3:16:20 PM
ID: 107bec35-80db-4d8c-bdb3-a9832def1e08

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	8/12/2020 7:18:09 PM
---------------	------------------	----------------------

Payment Events

Status

Timestamps

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of South San Francisco (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of South San Francisco:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tony.barrera@ssf.net

To advise Carahsoft OBO City of South San Francisco of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tony.barrera@ssf.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of South San Francisco

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tony.barrera@ssf.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of South San Francisco

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tony.barrera@ssf.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of South San Francisco as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of South San Francisco during the course of your relationship with Carahsoft OBO City of South San Francisco.

EXHIBIT C

Exhibit C
Second Amendment Scope of Work

February 26, 2021

City of South San Francisco General Plan Update

To: Lisa Costa Sanders, City of South San Francisco
From: Eric Yurkovich, Raimi + Associates
Project: South San Francisco General Plan, Zoning Code, and Environmental Impact Report Update (R+A Project Number 19013)

As requested, this **revised** memorandum summarizes a series of amended and additional tasks for the General Plan, Zoning Code, and Environmental Impact Report Update (Prime Agreement dated March 27, 2019) for review and discussion. Please do not hesitate to let us know if you have any questions.

Task	Estimated Budget
Design Studies	
Design Studies for East of 101 and Lindenville	\$25,516
Zoning Code	
Zoning Code Amendment	\$23,730
Zoning District Mapping	\$7,875
Additional Transect Zones (per zone, budget assumes two add'l zones)	\$5,250
Detailed Objective Design Standards	\$21,441
Additional Workshop/Study Session	\$7,560
Design Guidelines	\$21,441
Transportation Analysis	
C/CAG + Sub Area Model Refinements	\$27,300
East of 101 Trip Cap	\$47,250
TDM Ordinance Update	\$47,250
TIA Guidelines	\$54,600
Updated Version of the City of South San Francisco's Historic Preservation Survey	
Updated Historic Preservation Survey	\$88,554
Fiscal and Financial Feasibility Analysis	
White Paper and Ongoing Consultation Regarding Economic Opportunities and Economic Development Policy Considerations	\$53,340
Fiscal Impact Analysis of Preferred Alternative	\$3,518
Commercial and Industrial Financial Feasibility and Community Benefits Analysis	\$37,844

Residential Development Feasibility Analysis	\$20,939
Assessment of Relative Barriers and Opportunities for Residential Versus Commercial Development	\$19,824
Community Engagement	
Community Advisory Committee Meetings (up to 5)	\$14,420
Policy Framework Meetings (up to 10)	\$50,876
Translation and Interpretation Services	\$15,000
Additional Project Management	
Weekly Check-In Calls	\$25,462
Total Requested Amendments	\$629,762

Design Studies Scope of Work

- **Design Studies for East of 101 and Lindenville (new task).** Raimi + Associates, in consultation with Fehr & Peers, will develop up to 2 concept plans for Lindenville (focused around Colma Creek) and for East of 101 (focused around the Caltrain Station). These design concepts will focus on possible visions for key development opportunity sites, particularly housing sites; connectivity and mobility improvements; parks and open space; and adjacencies to industrial sites and areas at risk to flooding. The intent of these concepts is to enable long-term creative thinking to help refine housing sites, development standards, and development prototypes. The concepts will be depicted in both plan view and via highly-compelling 3D simulations.

Zoning Code Scope of Work

A full scope of work and budget is attached. The following are amendments to the original scope of work (bullet #1) and the remainder are optional tasks.

- **Zoning Code Amendment (new task).** LWC will prepare an Admin Draft Zoning Code for review by City staff. This additional work will include: one additional day of stakeholder interviews, preparation of an administrative draft zoning code, and an additional staff review meeting and form-based code testing.
- **Zoning District Mapping (new task).** Raimi + Associates would convert Adobe Illustrator maps to ArcGIS shapefiles and create production quality maps.
- **Additional Transect Zones (new task).** LWC will prepare transect zones beyond the five transect zones anticipated in Task 9.3.1.
- **Detailed Objective Design Standards (new task).** LWC will prepare detailed objective architectural design standards for residential, non-residential, and mixed-use development. The standards are intended to apply to building design in the form-based areas and use-based area and may address building placement, upper-story step-backs, size and bulk, building articulation, pedestrian-scaled design, building materials, building colors, and on-site circulation and access.
- **Additional Workshop/Study Session (new task).** LWC will prepare for and facilitate additional workshop(s)/study session(s) beyond those identified in this scope.
- **Design Guidelines (new task).** LWC will prepare a set of illustrated design guidelines to assist applicants, designers, and design reviewers in the interpretation of zoning

requirements; facilitate understanding of community design expectations; encourage creativity; and lead to harmonious and context-sensitive design. Design guidelines are subjective in nature and recommendations only, intended to support design conversations regarding best design practices and complement required development and design standards. Design guidelines will serve a basis for discretionary review as well as a general resource that communicates the community's expectations for all design.

Transportation Analysis Scope of Work

- **Task 3.12: Citywide Sub-Area Model (amended task).** C/CAG + Sub Area Model development and analysis required a higher level of effort than was anticipated in the original scope of work. This task will be amended to reflect Fehr & Peers (F&P) additional coordination and effort to coordinate with C/CAG and VTA staff to keep model up to date with latest county updates, troubleshoot application of raw C/CAG model files in South San Francisco, refine preferred circulation network for input into preferred land use model run, and refine residential and employment inputs by TAZ for land use alternatives travel demand model runs.
- **East of 101 Trip Cap (new task).** F&P will calculate East of 101 trip generation estimates and potential range of reductions for the preferred general plan alternative; complete review of trip cap implementation in other communities; develop performance-based metric options, targets, monitoring methods, and penalties; coordinate 3-4 meetings with a technical working group of City staff. F&P will review draft ordinance language prepared by City staff to implement trip cap
- **TDM Ordinance Update (new task).** F&P will audit local effectiveness of various TDM measures against county baseline, develop an ordinance framework, which would include a measure point system and requirements based on land use context, and establish nexus with VMT analysis and mitigations. F&P will develop templates for TDM Plans and monitoring reports and establish a system for administering penalties and clarify projects that are eligible for penalty funds. F&P will draft text for updated TDM ordinance.
- **TIA Guidelines (new task).** F&P will provide guidance for new VMT analysis for CEQA assessments as a result of SB 743. This will include:
 - Preparing VMT screening maps by TAZ
 - Outlining revised approach for Level of Service (LOS) application to different project types
 - Developing high-injury network (HIN) using collision history and define role of HIN within ordinance and within TIA guidelines
 - Presenting transportation analysis process in a visually simple format (such as a flowchart) that is accessible to a variety of audiences

Fiscal and Financial Feasibility Analysis Scope of Work

- **White Paper and Ongoing Consultation Regarding Economic Opportunities and Economic Development Policy Considerations (new task).** Strategic Economics will prepare a white paper describing South San Francisco's future opportunities for economic growth—including the potential for economic diversification—and will provide guidance for how the General Plan's economic policies can support and respond to those opportunities. The white paper will incorporate consideration of any tradeoffs associated with focusing the City's economic development efforts on the industries identified in the analyses described below and will discuss implications for land use and infrastructure investment in South

San Francisco. The white paper will primarily focus on specific industries and topics of concern noted by South San Francisco staff, including the following:

Additional economic analysis to identify specific growth opportunities by industry sub-sectors, to create a more targeted vision for the City's future economy, and to recommend economic development policies to support this vision.

- Opportunities to leverage the existing biotechnology industry to expand a cluster of related/supporting businesses.
- Analysis of the future of the City's hospitality industry, and actions to support hotel performance and reinvestment (including potential investments in infrastructure and the South San Francisco Conference Center, and efforts to cultivate and promote local attractions such as Downtown South San Francisco).
- Guidance on the future of South San Francisco's industrial buildings and properties, including opportunities to retain existing businesses—such as food manufacturing—and insights into potential future users of these properties such as advanced manufacturing and R&D uses.
- Recommendations for a retail strategy, based on evolution of the retail industry and its space and location preferences.

Strategic Economics will investigate these topics through a series of analyses that clarify the influence of each industry's potential based on general trends for that industry, relationships between wages / housing costs / real estate market pressures and considerations (e.g., highest and best use of sites, pressure to consolidate sites, compatibility of existing buildings with particular uses), location and infrastructure considerations (e.g., transportation access and reinvestment in the public realm), broader trends like automation and the evolution of retail, and community desires for equitable and inclusive growth as expressed through the General Plan's community outreach process. These analyses will recognize that a key challenge for sustaining business activity is not necessarily one of declining demand for buildings or space, but instead more about the tensions between property owners' goals to leverage their property values based on their "highest and best use" versus community goals that could constrain these values by restricting use.

The analyses will employ several different quantitative and qualitative techniques. The economic analysis will include additional shift-share and location quotient analyses of the sub-sector employment data previously assembled for the General Plan existing conditions report, as well as available industry projections and resources describing likely growth by industry in the Bay Area. As needed, Strategic Economics will also conduct interviews with businesses in targeted sectors, primarily through a series of focus groups convened by City staff; these interviews will be especially relevant for industries in which a handful of larger employers constitute a large share of jobs, such as in food manufacturing. Strategic Economics will also review relevant reports regarding both the future of the Bay Area economy as a whole and industry-specific reports. Additional interviews may be conducted with local real estate brokers and industry specialists as needed.

Based on the results of these analyses, Strategic Economics will identify industry sectors (in addition to the specific sectors noted above) that are poised for growth or could be sustained in South San Francisco through public policy and investment decisions. Strategic Economics will then examine the full array of public investment and policy decisions necessary or appropriate to support businesses in the targeted industry sectors. This will include not just traditional economic development actions implemented by the City, but also consideration of infrastructure and facility investments. Strategic Economics will also provide location-specific guidance (at a subarea level, such as Lindenville or East of 101 South of Grand) regarding the likely evolution of demand from users in different industry sectors and likely real estate investment outcomes.

- **Fiscal Impact Analysis of Preferred Alternative (new task).** Strategic Economics will calculate the changes in South San Francisco's General Fund revenues and expenditures associated with the preferred General Plan land use alternative. This will be accomplished by updating and revising the fiscal impact analysis model previously created to analyze the three land use alternatives, including communication with the Fire Department to verify new service costs associated with the preferred alternative. Strategic Economics will produce a final memorandum describing the results.
- **Commercial and Industrial Financial Feasibility and Community Benefits Analysis (new task).** Strategic Economics will examine the financial potential for specific commercial and industrial product types to provide community benefits contributions to the City of South San Francisco based on the difference between "base" floor area ratio (FAR) prototypes and "bonus" FAR prototypes. Strategic Economics will also provide guidance on potential policy approaches and mechanisms to enable and incentivize contributions from development to support community needs. This work will be accomplished through the work described below.

Strategic Economics will build static pro forma models that will test the financial feasibility of up to three prototype development projects at a "base" FAR and at up to two tiers of "bonus" FAR to measure the value associated with the additional FAR. This calculation will form the basis for considering a potential bonus FAR fee or other equivalent contribution for projects seeking additional density. Examples of prototype projects could include a biotech/R&D building, traditional office building, and a logistics/industrial building. Raimi+Associates will develop and provide the development prototypes in consultation with City staff and Strategic Economics, based, to the extent possible, on actual recent development projects in and near South San Francisco. The pro forma model will be populated with up-to-date inputs including the following:

- **Market Values:** Strategic Economics will conduct targeted market research and interview brokers to obtain current information on rents/values for comparable buildings for modeling the base projects, as well as the market value of commercially/industrially zoned land in South San Francisco and San Mateo County.
- **Development costs:** Strategic Economics will interview real estate professionals (developers, contractors, architects, etc.) with recent or current projects in South San Francisco, San Mateo County, and/or San Francisco to verify appropriate construction cost assumptions. Cost estimates of city permits and fees will be reviewed with Planning staff.

Using land value estimates and rates of return that are consistent with current market expectations, Strategic Economics will determine the financial feasibility of each prototype and measure the net value difference between the base projects and the bonus FAR projects. This value differential represents the maximum “community benefits” or other supportable financial contribution that could potentially be generated from the bonus FAR projects. Strategic Economics will prepare a summary of findings of the analysis and discuss the results and possible next steps with City staff in a conference call. As budget allows, Strategic Economics will continue working with City staff and the Raimi+Associates team to provide input on potential community benefits or alternative funding strategies and next steps in developing appropriate policy.

Strategic Economics will submit an administrative draft memorandum that will provide the City with the results of the community benefits analysis and a brief overview of potential options for obtaining and incentivizing community benefits or other funding contributions from the tested development project types. Depending on City direction and ongoing policy discussions, the memo may include preliminary recommendations for a potential community benefits strategy in South San Francisco, which may include considerations such as appropriate base and bonus FAR thresholds, types of desired benefits and district improvements that could be funded, mechanisms for determining exchange value, and the advantages and disadvantages of implementation.

Strategic Economics will make any required edits or clarifications to the administrative draft memorandum report based on comments from City staff and deliver a final memorandum. Strategic Economics will also revise the General Plan Economic Development Element, as appropriate, to incorporate any new related policy language. *Deliverables: Draft and Final memoranda; incorporation of new policies into the General Plan Economic Development Element, as appropriate*

- **Residential Development Feasibility Analysis (new task).** Strategic Economics will conduct a financial feasibility analysis to assess the potential to incentivize residential development in areas targeted for growth—such as near the South San Francisco Caltrain stations and parts of Lindenville—based on relative performance of different product types and an analysis of factors influencing the feasibility of residential development in South San Francisco. Strategic Economics will build static pro forma models that will test the financial feasibility of up to three residential prototype development projects, each representing different intensities of development. Raimi+Associates, in coordination with Strategic Economics and City staff, will create detailed development project prototypes representing recent and likely residential development projects in South San Francisco. Based on these prototypes, Strategic Economics will estimate construction costs and attainable revenues. These estimates will incorporate the results of interviews with real estate professionals (developers, contractors, architects, etc.) with recent or current projects in South San Francisco and San Mateo County. Cost estimates of city permits and fees will be reviewed with Planning staff, including assumptions regarding housing impact fees, inclusionary housing in-lieu fees, and verification of specific inclusionary housing requirements.

The static financial models for the three residential prototypes will be used to compare costs and capitalized project revenues to test sensitivity of the prototypes' financial feasibility to factors influencing construction costs and attainable revenues—such as reduced parking or fees, or differences in housing unit mix—based on impacts on the prototypes' supportable residual land values. Strategic Economics will prepare a summary of findings of the analysis and discuss the results and possible next steps with City staff in a conference call. As budget allows, Strategic Economics will continue working with City staff and the Raimi+Associates team to provide input on potential policy direction around adjustments to requirements for residential development.

Strategic Economics will submit an administrative draft memorandum that will provide the City with the results of the feasibility analysis. Strategic Economics will make any required edits or clarifications to the administrative draft memorandum report based on comments from City staff, and deliver a final memorandum. Deliverables: Draft and Final memoranda

Assessment of Relative Barriers and Opportunities for Residential Versus Commercial Development (new task). Strategic Economics will build static pro forma models to compare the relative financial feasibility of low- and high-FAR residential prototypes versus low- and high-FAR biotech/R&D prototypes and an industrial development prototype, all on an equivalent site that reflects typical conditions near South San Francisco's Caltrain station. Raimi + Associates will develop and provide the development prototypes in consultation with City staff and Strategic Economics and based, to the extent possible, on actual recent development projects in and near South San Francisco. Based on these prototypes, Strategic Economics will estimate construction costs and attainable revenues. These estimates will incorporate the results of interviews with real estate professionals (developers, contractors, architects, etc.) with recent or current projects in South San Francisco and San Mateo County. Cost estimates of city permits and fees will be reviewed with Planning staff, including assumptions regarding housing impact fees, inclusionary housing in-lieu fees, and verification of specific inclusionary housing requirements.

Strategic Economics will compare the prototypes' supportable residual land values to determine the relative feasibility of residential and biotech/R&D uses at the tested development intensities. Strategic Economics will share the results of the analysis with City staff. Based on direction from City staff, Strategic Economics may subsequently develop a summary of potential policy options for shifting the relative feasibility and development incentive for residential or biotech/R&D uses.

Strategic Economics will also interview housing developers and biotech/R&D and industrial developers who are active in South San Francisco and San Mateo County to specifically describe the factors that improve or diminish the feasibility of housing development, and to learn about the role of South San Francisco policies and requirements that could overcome barriers to building housing. Examples of such barriers could include factors such as impact

fees, inclusionary housing requirements, zoning and density rules, and parking requirements.

Strategic Economics will summarize the findings of the analysis and potential policy options in an administrative draft memorandum. Strategic Economics will make any required edits or clarifications to the administrative draft memorandum report based on comments from City staff, and will deliver a final memorandum. Based on direction from City staff, Strategic Economics may subsequently develop a summary of potential policy options for shifting the relative feasibility and development incentives for developers to pursue residential projects versus commercial and industrial projects.

Community Engagement Scope of Work

- **Task 2.4: CAC Meetings (amended task)** will be amended to include five additional CAC meetings with the Community Advisory Committee. All meetings are assumed to be virtual.
- **Task 2.7: Community Workshops (amended task)** will be amended to include ten additional policy focused meetings. This includes 7 topic-specific policy meetings (sustainability and greenhouse gas reduction; mobility; economic development and education; social equity and health; land use and placemaking; safety and climate hazards; parks and recreation) and 3 sub-area meetings (East of 101, Downtown, and Lindenville). All meetings will be virtual.
- **Translation and Interpretation (new task).** This item will be included to pay for community workshop materials and meeting interpretation.

Project Coordination Scope of Work

- **Task 10.2: Weekly Check-In Calls (amended task)** have required a significantly higher level of effort than was anticipated in the original scope of work. This amendment allows for the continued coordination of Raimi + Associates with City Staff. This will also allow for the continued update of the project work plan.