

EXHIBIT A

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 Raimi + Associates ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 (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 December 2023, 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 substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 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 One million five hundred twenty seven thousand nine hundred ninety nine dollars, (\$1,527,999) 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;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by 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 Final Payment.** City shall pay the five percent (5%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.
- 2.6 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 One hundred forty six thousand seven hundred sixteen dollars (\$146,176). 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.
- 2.7 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.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

- 2.10 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.
- 2.11 Prevailing Wage.** Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

a. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

b. Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776."

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 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.

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 and evidence of insurance must be provided 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.

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

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.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. 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 ten (10) working days after Consultant is notified of the change in coverage.

- 4.4.4 **Additional insured; primary insurance.** City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the City's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

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

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not 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.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

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

8.6.1 Immediately terminate the Agreement;

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

- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. 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 Community Development Director ("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

Eric Yurkovich
Raimi + Associates
200 Hearst Avenue
Berkeley, CA 94709

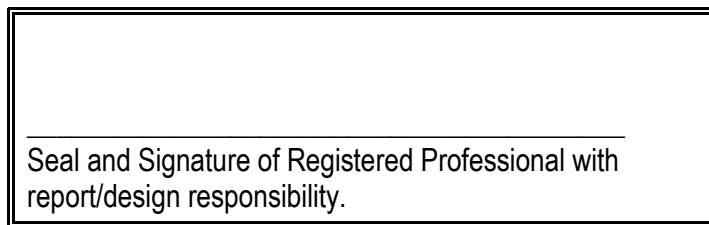
City

Community Development Director
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.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, [[and]C], and D]] **[ENSURE THAT THE CORRECT EXHIBITS ARE LISTED]** 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

[NAME, TITLE]

Attest:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Lindenville Specific Plan Scope of Work

The following is the scope of work for the Lindenville Specific Plan for the R+A team for the City of South San Francisco.

Acronyms:

- **R+A:** Raimi + Associates
- **P2P:** Plan to Place
- **BASE:** BASE Landscape Architecture
- **FCS:** FirstCarbon Solutions
- **SE:** Strategic Economics
- **F&P:** Fehr & Peers
- **SERA:** SERA Architects
- **SDE:** Sherwood Design Engineers

Task 1: Background Report and Community Outreach Plan

Task 1.1: Kick-Off Meeting

The R+A team will hold a full-day kick-off meeting virtually or in the city 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 Specific Plan area.

Task 1.2: Existing Conditions Report and SWOT Analysis

The team will prepare an administrative draft SWOT analysis and background report summarizing existing conditions within the Specific Plan area. This product will be informed by existing conditions and technical reports prepared for the General Plan.

The **SWOT analysis** will analyze strengths, weaknesses, opportunities, and threats in the Specific Plan area, including those related to: land use and urban design; demographics and socio-economic trends; transportation; infrastructure and utilities; economic, housing, and market conditions; resilience, sea level rise, and adaptation; environmental conditions and hazards; and equity, health, and environmental justice. SERA will prepare an “opportunities and constraints” diagram(s) that graphically summarizes the urban design, development, open space, and active transportation opportunities that existing within the Specific Plan area, as well as the constraints that must be overcome in order to realize those opportunities. The **SWOT** will be delivered in a brief 25-40 page report with maps and will cover the following topics:

Land Use and Urban Design: R+A and SERA will prepare a focused analysis of land use and urban design existing conditions in the Lindenville Specific Plan area. This analysis will focus on topics that were not

covered in the existing conditions reports prepared for the General Plan, such as property ownership and existing urban design conditions, including along the South Spruce Corridor and Colma Creek. This report will also cover topics that were discussed in the General Plan existing conditions report but need to be updated to reflect current conditions, such as existing land use and pipeline projects.

Infrastructure: SDE will summarize findings on civil infrastructure, including site topography, utility information (wet and dry), drainage, hydrology, pavements, and other civil related infrastructure to the extent information is available.

Transportation: F&P will leverage the data collection and circulation network concepts from the General Plan technical reports in defining existing conditions. The team will summarize the following data to inform the existing conditions report: existing and planned roadway geometrics and traffic controls; pre-Covid and new traffic volumes on major streets and available collision information; existing and planned transit service, ridership, and facility descriptions; and location of existing and planned bicycle and pedestrian facilities and available collision information. The existing conditions task will include a visit to the Specific Plan area to gain qualitative information about the relative levels of bicycling and walking, automobile queuing, and passenger and freight loading activity. F&P will analyze key intersections and roadway segments, identified in consultation with City staff. Gaps in transit, bicycle, and pedestrian networks each will be noted internal to the Specific Plan area and along bordering streets. F&P will also collect counts and review current on-street parking demand within the Specific Plan area.

Economic and Market Overview: Based on SE's work completed for the South San Francisco General Plan, SE will supplement this previous work by interviewing local industrial brokers to update findings regarding leasing trends and competitive positioning of the area for industrial businesses. SE will also prepare an updated summary of existing market conditions in the Lindenville area, including inventory data and recent trends in rents and vacancy rates for commercial and industrial uses.

Environmental Conditions: FCS will prepare an existing conditions report on environmental conditions in the Specific Plan area. This report will document the applicable regulatory setting and existing conditions in the planning area, providing data, maps, and other salient information. The findings of the report will also inform Specific Plan policy development by highlighting local issues and environmental constraints to consider early in the process. In this way, the existing conditions report can pave the way for a self-mitigating Specific Plan and reduce the need for mitigation measures in the CEQA document.

Task 1.3: Community Outreach Plan and Branding Concept

Community Outreach Plan: P2P will prepare a comprehensive Community Outreach Plan to clearly identify the range of outreach tools and platforms and the timing and responsibilities related to each.

Fact Sheet and FAQs: The R+A team will create a 2-page project fact sheet and FAQs.

Branding Concept - Logo and Branding: R+A will prepare branding materials for the project. This will include a logo, color palette, document layouts and fonts, meeting notices, and a presentation template. All public materials will use the branding identity to distinguish this effort from other City projects.

Task 1.4: Project Website

R+A 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. The R+A team will regularly update the website and work with City staff to expand existing social media and discussion forums.

Task 1.5: Stakeholder and Focus Group Meetings

The R+A team will conduct up to 10 one-hour stakeholder interview or focus group meetings. Stakeholders will be identified with staff and may include: City Council members, property owners, arts community representatives, advocacy organizations, major industry representatives, small business owners, real estate brokers, developers, and community leaders. R+A will prepare a brief memorandum summarizing the results of the stakeholder interviews. Additionally, the R+A team will conduct up to six one-hour property owners meetings identified City staff, throughout targeted phases of the project.

Task 1.6: Technical Working Group (TWG) Meetings

The R+A team will facilitate up to six virtual meetings with the TWG to obtain high-level feedback on the plan implementation; housing, open space, transportation, and infrastructure concepts; and other key topics. The TWG is assumed to be made up of City, County, and other local agency staff. 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 TWG. City staff will provide logistics and communication with TWG members for this task.

Task 1.7: Pop-Up Meetings

The P2P will facilitate up to four “pop-up” meetings at popular locations and well-attended events in and around the Lindenville area. These meetings will be held at times and locations convenient for all demographics, and materials will be translated and accessible for all that attend.

Task 1.8: Community Workshops

The R+A team will organize up to four community workshops to initiate the Specific Plan process, help define plan implementation activities, and celebrate the completion of the plan. Each 2-hour workshop will include an opening presentation followed by interactive exercises. It is assumed that these meetings will be a combination of virtual and in person meetings. The proposed topic of each workshop is below:

- **Workshop 1:** Project Kick-off, History, Reintroduction of Vision, Issues/Priorities/Barriers to Achieving Vision
- **Workshop 2:** Land Use and Mobility
- **Workshop 3:** Parks, Ecology and Resiliency
- **Workshop 4:** Draft Specific Plan Open House

The team will be responsible for developing 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. The R+A team will provide an outreach flyer for each meeting

that can be distributed via email and through existing city channels. The team will also provide simultaneous interpretation in Spanish (and Mandarin and Tagalog as needed) and translate the presentation and pertinent information to distribute through the project website. City staff will be responsible for mailing flyers and physically distributing flyers throughout the city, securing meeting rooms, obtaining daycare, and providing small group facilitators as needed.

Task 1.9: Online Surveys

The R+A team will collaborate with City staff on initial intent and content for up to four surveys and assist in preparing and analyzing surveys to extend the reach of the engagement effort. Online surveys will mirror other engagement activities. Surveys are anticipated to be administered through SurveyMonkey, Google Forms, or an equivalent software.

Task 1.10: Biweekly Check-in Calls and Coordination Meetings

R+A and other team members will hold biweekly 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. In addition, this task covers communication with other City departments and consultants outside the scope of the Specific Plan pertinent to Specific Plan development, such as coordination with project leads for the Arts Master Plan.

Task 2: Land Use Alternatives and Urban Design

Task 2.1: Land Use Alternatives and Summary Report

SERA, in collaboration with R+A, will draft a series of three land use alternatives for Lindenville that build from the SWOT analysis, existing conditions report, engagement results to date, and vision established by the General Plan. Each alternative will present a distinct approach for accommodating new residential and mixed uses into this employment area while also supporting and allowing current uses to grow and evolve. The alternatives will consider land use and design approaches to produce complete neighborhoods that bolster the artistic and creative community in Lindenville and encourage the development of amenities, personal services, and supportive uses for new residents and existing employees. Each alternative will consider different approaches to height, density, and intensity; multi-modal circulation; and varied visions for key opportunity sites and areas, such as the South Spruce corridor and the design of public space along Colma Creek. The alternatives will also carefully consider the open space framework, including introducing park(s) to Lindenville, streetscapes, greenways, and multi-modal connections to Downtown and other destinations. Underlying these approaches will be a framework for addressing flooding and sea-level rise, and as such will also take into account the integration of Colma Creek into the future of Lindenville. SDE will provide comments related to utilities, drainage, public improvements, and flooding and sea level rise. Included in this work will be initial design concepts for key (re)development sites, to be refined in conjunction with the preferred plan (see Task 2.4).

For some topics, the team will develop three or more distinct alternative concepts, while others may show a single concept or simple range of parameters or opportunities that are feasible for the topic. This work will be collected in a summary report, which will include a summary of the direction of each alternative, mix of uses, growth projections, maps, and concept diagrams or renderings.

Connectivity and Mobility Concepts

F&P will develop connectivity and mobility concepts for each of the three land use alternatives. Each alternative will have a network concept that assigns priority modes to the major streets based on the land use mix and intensity. Street section diagrams, a parking strategy, and TDM goals will be prepared for the preferred land use plan only.

Relative Fiscal Impacts of Different Land Uses/Building Types

Strategic Economics will analyze and compare the relative fiscal contributions of four development “prototypes” corresponding to different land uses and building types that are envisioned to be built in Lindenville under the land use alternatives. This analysis will provide an understanding of the fiscal tradeoffs associated with encouraging different kinds of growth in Lindenville. The fiscal impact study will focus on ongoing annual revenues and operations and maintenance costs for the City of South San Francisco’s General Fund. Strategic Economics will estimate the major General Fund revenues associated with each prototype, such as property tax, property transfer tax, and sales tax. Strategic Economics will estimate expenses associated with each prototype based on either a per capita approach (based on the service population associated with the prototype) or through department-specific “case study” cost estimates developed in collaboration with the City of South San Francisco’s Finance Department and representatives of City departments. This product will be delivered as a memo (draft and final) describing the results of the analysis, implications for comparing the land use alternatives, and a technical appendix describing approach, methodology, and assumptions.

Market and Implementation Assessment of Land Use Alternatives

A variety of factors will determine the magnitude and pace of change, reinvestment, and development activity that would occur at properties in Lindenville under each of the Land Use Alternatives. Outcomes will vary depending on the alignment between each alternative and market conditions impacting the financial feasibility of envisioned buildings/uses, site/property characteristics, and property owner motives and financial incentives. At the same time, these varying opportunities and barriers to realizing each of the alternatives are not the sole consideration for comparing them, since each alternative will fulfill the General Plan’s policies to a greater or lesser extent, and the City itself plays a role in accelerating implementation of each alternative’s vision through City actions and infrastructure investments.

Strategic Economics will complete a three-part comparative assessment of the alternatives. First, Strategic Economics will gauge the likely magnitude and pace of change under each alternative through: qualitative comparison of market demand with the envisioned building types and land uses; identification of major development opportunity sites via an analysis of each site’s ratio of improvements to land value; and interviews with a diverse variety of property owners to better understand individual reinvestment incentives, motives, and constraints to development. Second, Strategic Economics will assess each alternatives’ ability to fulfill the housing and economic goals and priorities of the General Plan. Third, Strategic Economics will use information gleaned from the first analysis to identify City interventions that could serve as “market accelerators” for each alternative by overcoming obstacles to development. As needed, Strategic Economics will research up to three brief case studies of transitioning industrial districts to inform the assessment.

Strategic Economics will author a draft memo that compares the land use alternatives based on the findings of the above assessment. This memo will be revised in response to a consolidated set of comments and questions provided by City staff.

Task 2.2: Land Use Alternatives Presentation to Public and Committees

R+A will prepare a presentation on land use alternatives for public and City committees for review and comment. The presentation will summarize key attributes of the alternatives and their development, including: Specific Plan background, process, and engagement to date; vision for Lindenville established in the General Plan; overview of the land use alternatives, including maps and key attributes, such as land use mix, growth projections, urban design characteristics, and the mobility framework.

Task 2.3: Summary of Community Outreach

R+A will prepare a brief report summarizing high level results to-date from community outreach. This summary will inform the community and decision-makers about the timeline of engagement, format of engagement activities, demographic information of participants to date, provide high-level takeaways of engagement results, and link to other engagement summaries produced for this plan. This report will supplement the land use alternatives presentation to Planning Commission and City Council and will be produced for inclusion on the project website and in the staff reports for these hearings.

Task 2.4: Alternatives Presentation to Planning Commission and City Council

Building on the presentation developed in Task 2.2 and the summary produced for Task 2.3, R+A will prepare a presentation to present to the Planning Commission and City Council on the alternatives.

Task 2.5: Summary of Planning Commission and City Council Feedback

R+A will produce a brief report summarizing comments from the Planning Commission and City Council on the land use alternatives. This summary will inform direction of the preferred land use and urban design plan, to be produced in Task 2.6.

Task 2.6: Preferred Land Use and Urban Design Plan

Based on input from Planning Commission, City Council, and the community, R+A, SERA, and F&P will prepare a draft preferred land use and urban design plan that synthesizes the initial alternatives into a single, preferred scenario. R+A will provide a preferred land use map and a summary of development potential. F&P will include a circulation plan and mobility strategy, including parking strategy, TDM goals, and street section diagrams showing lane widths and mobility needs. SERA will prepare refined site (re)development concepts for up to four (4) opportunity sites in order to demonstrate a range of programs and development approaches that can best achieve the community's vision for Lindenville's evolution. SERA will also prepare an urban design framework diagram that will graphically summarize the design intent for Lindenville's transformation. SDE will provide input in civil infrastructure, including open space, green infrastructure, sea level rise, and Colma Creek adaptation. This information, which will include maps, representative photos, (re)development concepts, initial land use policy direction, growth projections, and descriptive text of the preferred alternative, will be collected in a summary.

Task 3: Technical Analysis of Preferred Land Use Plan

Task 3.1: Water Supply Assessment

Working together with the local water district, SDE will review available data provided by the district to assess supply of water for the future plan. SDE assumes the local water district has performed their own

modeling and will review available information to inform if additional studies are warranted. A water supply assessment is included in the Optional Tasks section if the district does not have a study available.

Task 3.2: Utility Master Plan Update

SDE will review available data, and input provided by agencies having jurisdiction and goals of the preferred land use plan to develop master plans for water, sanitary sewer and stormwater systems to support the plan. The master plans include both narratives and exhibits for each system. The master plans will include narratives and exhibits for each system, including Water Master Plan, Sanitary Sewer Master Plan, and Stormwater Master Plan.

Task 3.3: Bike and Pedestrian Circulation/Complete Streets Plan

F&P will identify complete streets measures to help ease implementation of the preferred land use plan. Measures would be tailored to improve bicycle and pedestrian circulation, transit circulation and reliability, and construction-related impacts within and at key gateways to Lindenville. The Complete Streets Plan will consider efficiency, reliability, and safety tradeoffs between modes and will incorporate the findings from Task 3.4. The Complete Streets Plan will include cross-sections for each street in Lindenville and full conceptual layouts for up to four streets. F&P will initiate coordination with SamTrans and the City staff to select a preferred bus route alignment along Spruce or Linden.

Task 3.4: Traffic Impact Analysis

F&P will perform traffic analysis comparing existing traffic to the 2040 no project and 2040 preferred land use plan. The analysis will rely on the City's subarea model for trip generation and assignment to the planning area roadway network. The traffic analysis will compare volumes at key intersection, flag potential pinch points, and assess the need to update or add traffic control devices. The analysis would identify operational improvements for the preferred land use plan.

Task 3.5: Parking Demand/ Transportation Demand Management

Using the existing parking utilization collected for Task 1.2, F&P will analyze how on-street parking utilization and needs may change in the future and with the Preferred Land Use Plan. The plan will take a more holistic curb-management approach in setting parking and curb policies for the specific plan and will consider parking and loading projections in tandem. F&P will evaluate the performance of the Preferred Land Use Plan under the City's updated TDM Ordinance (update in progress) and recommended any changes unique to the Lindenville area.

Task 3.6: Market Analysis for Housing and Affordable Housing Strategy

SE will prepare a housing market analysis to assess demand and development feasibility for a range of housing products. SE will also assess opportunities to incorporate live/work spaces into the plan area. The market and development feasibility analysis will address issues such as housing characteristics, general sources of demand, likely construction costs for product types, and rents or sales prices required make buildings financially feasible. SE will identify key barriers to redeveloping existing light industrial properties and will recommend strategies to overcome these barriers based on market conditions.

SE will also examine existing affordable housing resources and opportunities to develop an affordable housing strategy for the Lindenville area. SE will interview City staff and local affordable housing developers, and review relevant documents, legislation, the updated Housing Element, analyses

completed as part of the General Plan Update, the City's new inclusionary housing and commercial linkage fee studies, and other materials to understand the existing conditions for affordable housing development. SE will also evaluate existing affordable housing policies, requirements, and funding tools at the local, county, and State levels. SE will summarize the key opportunities and constraints to affordable housing production in Lindenville and will recommend strategies for facilitating production and funding for affordable housing in Lindenville, including consideration of live/work opportunities.

Task 3.7: Equity, Health, and Environmental Justice Analysis

R+A will produce a report analyzing potential health, equity, and environmental justice impacts associated with the preferred plan. It will examine potential health impacts, including air and water pollution, pollution from proximity to industrial uses, access to healthy foods, community gardens, physical activity, access to health care facilities, transportation safety, and health equity, among others.

Task 3.8: Economic Impact Analysis

SE will estimate the fiscal impacts of the preferred land use plan on the City's General Fund. By adapting and updating the static fiscal impact model created by SE for the City's General Plan Update, the analysis will estimate the change in ongoing operating revenues and expenditures for the projected net growth in residential and non-residential land uses associated with the preferred land use plan. 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 and 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. SE will identify the revenues and costs generated by the preferred land use plan to determine whether the proposed changes would provide enough revenues to offset costs to the City's General Fund.

SE will also prepare an economic impact analysis assessing the potential impacts of the preferred land use plan on the ability of businesses requiring industrial lands to remain or locate on industrial land in Lindenville. Examples of potential factors include loss of industrial lands to redevelopment and increasing costs associated with development of new industrial space. Based on this assessment, SE will recommend strategies for ensuring retention of industrial space in Lindenville and for reducing displacement pressures on existing businesses.

Task 3.9: Sea Level Rise and Adaptation Study

SDE will lead development of the sea level rise and adaption study. It is anticipated previous efforts have been initiated by others. The study will build on those previous efforts to develop a qualitative analysis and provide recommendations on best practices including input from the topographical and drainage perspective. The Civil Engineer will gather available data and studies and determine if modeling is warranted. Modeling is not included under base scope.

Task 3.10: Air Quality and Greenhouse Gas Assessment

FCS will prepare an Air Quality and Greenhouse Gas (GHG) Assessment after the preparation of the Preferred Land Use Plan. The Air Quality and GHG Assessment will rely on the information and data developed for the Existing Conditions Report and SWOT Analysis to evaluate the project-related construction and operational activities.

Air Quality Assessment

FCS will prepare an Air Quality Assessment consistent with the requirements of the CEQA Guidelines and Bay Area Air Quality Management District (BAAQMD) to support the CEQA document for the Specific Plan. The Specific Plan would include construction and operational activities that would generate ozone precursor and criteria air pollutant emissions. FCS will determine the methodologies and guidance required by BAAQMD's CEQA Air Quality Guidelines to model and evaluate the Specific Plan's air quality impacts at a programmatic level. Increases in air pollutant and precursor emissions will be compared with applicable thresholds (e.g., BAAQMD recommended where available) for determination of significance.

FCS will include a general discussion and quantitative estimate of potential short-term construction and long-term operational regional criteria air pollutant and precursor emissions. The specific model will be determined at the time of analysis but may include the most recent version of the California Emissions Estimator Model (CalEEMod). The modeling will incorporate the type and size of the proposed uses, construction phasing schedule, and other construction data (duration of construction, area of land to be disturbed/graded, etc.) to the extent that such data is available at the time of preparation of this analysis.

Long-term (i.e., operational) regional criteria air pollutant and precursor estimates will include emissions from the proposed project's area-, stationary-, and mobile-sources. Mobile-source emissions estimates will be based, in part, on the traffic analysis to be prepared for this project. Stationary sources such as emergency generators and boilers, if part of the proposed project, will be quantified to the extent that such data is available at the time of the preparation of the analysis.

If data needs beyond the data collected for the Draft Existing Conditions and SWOT Analysis, FCS will provide City staff with a Request for Information (RFI) that includes all outstanding construction and operational parameters required to model air quality emissions for a programmatic level of analysis. Because this is a programmatic level of analysis, FCS will work with City staff to develop reasonable assumptions based on professional experience.

FCS will use the BAAQMD's screening criteria for carbon monoxide (CO) hotspots, which is anticipated to be sufficient to dismiss any potential impacts. However, in the event that potential CO hotspots are identified, FCS will use dispersion modeling to quantify impacts according to BAAQMD guidance under a revised scope of work and budget.

FCS will analyze, at a programmatic level, the proposed land use development for potential exposure to stationary or mobile source toxic air contaminants for consistency with the guidance from the ARB's Air Quality and Land Use Handbook. Odor impacts associated with nearby existing uses and the proposed project will be assessed qualitatively according to BAAQMD's recommended methodology and other applicable parameters, such as acceptable screening trigger distances, wind direction, and odor complaint history.

The results of the analyses described above will be compared with BAAQMD thresholds of significance when available or other applicable thresholds to determine significance. In the case that any significant impacts are identified in the analysis, FCS will recommend mitigation measures, which clearly identify timing, responsibility, and performance standards, to reduce impacts to a less-than-significant level. Best management practice emission reduction measures from BAAQMD, South San Francisco, or other sources will be included as appropriate.

Greenhouse Gas Assessment

FCS will evaluate GHG emissions at a plan-level pursuant to guidance provided by BAAQMD. FCS will quantify the Specific Plan's potential construction and operational GHG emissions using assumptions and methodologies consistent with those used in the Air Quality Assessment. Estimated GHG emissions will be evaluated against appropriate cumulative significance thresholds established in the BAAQMD CEQA Guidelines or other applicable thresholds (e.g., Bay Area Air Quality Management District's construction related GHG threshold). BAAQMD quantitative thresholds of significance will be used to determine if the project's generation of GHG emissions, based on its mass emissions or GHG efficiency (GHG emissions per service population where service population equals the sum of residents and employees), is considered a significant impact. Pursuant to the CEQA Guidelines Appendix G, FCS will also evaluate the project in the context of consistency with applicable GHG reduction plans.

The GHG emissions analysis and assumptions used for the modeling will be consistent with those used in the Air Quality analysis.

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 Specific Plan 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.

Task 3.11: Evaluation of the Airport Land Use Compatibility Plan

R+A will evaluate the preferred land use plan relative to the Airport Land Use Compatibility Plan (ALUCP) for San Francisco International Airport. R+A will summarize noise and height restrictions in the ALUCP, as well as other guidelines that may impact policy direction in the Specific Plan. This evaluation will identify potential actions the Specific Plan can incorporate to implement the preferred plan while still complying with the ALUCP. This evaluation will be delivered as a memorandum.

Task 3.12: Evaluation of Community Assets and Analysis of Colma Creek

SERA will prepare an analysis of the preferred land use and urban design plan in terms of its proposed impacts to, and enhancement of, Lindenville's community assets. With equity as a defining lens, the team will evaluate the accessibility of existing / proposed assets to the full range of community members. SDE will review area of study from the civil infrastructure perspective. As part of this work, the team will coordinate with the study of Colma Creek currently underway.

Task 3.13: LOS Analysis

F&P will complete a level of service (LOS) analysis for up to five intersections in the planning area for the AM/PM peak periods for three scenarios (2018, 2040 General Plan, and Preferred Land Use Plan). F&P will work with the City to select the intersections. Analysis will be performed using Synchro and will look at intersections as isolated analysis units.

Task 3.14: Climate Adaptation Analysis

Site-specific 3-D modeling, simulation and analysis is essential to understand a project site and surrounding context in a holistic fashion. SDE's microclimate urban performance modeling method produces site-specific metrics using local meteorological data and 3-D modeled site conditions by simulating the complex interactions of building structure, material properties, atmosphere, soil and vegetation processes. SDE can optimize proposed designs through iterative modeling and quantify microclimate implications to elevate the decision process and human experience. The following services will be provided:

1. Model three existing street typologies representative of the Lindenville study area. Each typology approximately 300 ft wide by 1000 ft long in size. Parameters to include street width, vegetated cover and building density.
2. Apply various vegetation strategies to the streetscape environment within the public realm to evaluate how different approaches modify the environment to benefit human comfort and public health
 - a. Testing a range (10-25%) of percent tree canopy coverage
 - b. Testing a range (10-25%) of ground plane vegetative cover.
3. Evaluate the microclimate performance of these models under extreme weather conditions using locally obtained weather data sets
4. Incorporate wind fluvial patterns and the impact of vegetation in modifying those patterns
5. The modeling and simulation of various strategies across the three typologies will inform design guidelines that can be readily applied to the land use alternatives of the broader Lindenville study area.

Task 4: Develop the Draft Specific Plan

Task 4.1: Administrative Draft Specific Plan

The R+A team will prepare an administrative draft General Plan based on the established vision, guiding principles, and policy frameworks. We anticipate General Plan will include an introduction, plan overview and process, and summary of engagement. The Specific Plan will include the following sections:

Health, Equity, and Community Identity. R+A will prepare a section centering the people and employees of Lindenville – their health, access to equitable opportunity, and the identity of their neighborhood. This section will include policies to ensure people living and working in Lindenville can live healthy lifestyles and are engaged in equitable programming and City processes. It will also establish strategies to advance arts and culture in Lindenville and propel the creative economy.

Resilience and Climate Adaptation. Building on the Sea Level Rise and Adaptation Study, SDE and FCS will develop strategies to make Lindenville a resilient community. This section will cover sea level and adaptation, climate change, air quality, and greenhouse emissions.

Land Use and Housing. This section will present the proposed patterns of connectivity, mobility, the distribution and intensity of land uses, and the intended urban forms and patterns. It will contain the following content:

- **Land use regulations:** A regulating plan will present the distribution of place-based land use and urban form designations. It will cover transitions between uses and refine non-conformity regulations.
- **Housing policy:** This includes the number and type of new units, density bonuses, level and amount of affordable housing policy, and live/work opportunities.
- **Objective design standards and guidelines:** Design guidelines will be provided in areas of change to help ensure compatibility with surrounding areas, high-quality development, and the creation of an attractive public realm.
- **Community benefits program:** This section will include a community benefits program and summarize updates necessary to incorporate in the Zoning Code.

Open Space: R+A and SERA will develop a future network of publicly accessible open spaces, including public parks (including mini-parks, linear parks, and neighborhood parks) and publicly accessible privately-owned open space, connected by new streets, greenways, and multi-use paths.

Mobility/Connectivity. This section will include streetscape standards, complete streets guidance, and TDM and parking requirements and will be produced by F&P.

Public Facilities and Infrastructure. R+A and SDE will develop a strategy for the provision of infrastructure to support plan buildout. R+A will cover strategies to address the need for expanded public facilities and services potentially including but not limited to, police, fire, schools, parks, libraries, and cultural facilities. SDE will provide narrative for the public services and civil infrastructure.

Implementation. This section will focus on near- to mid-term strategies for moving particular projects or opportunities forward within Lindenville. SE will recommend funding and financing sources and strategies for constructing infrastructure necessary to support land uses and improvements identified in the plan.

Task 4.2: Public Draft Specific Plan

R+A, with assistance from team members scoped for Task 4.1, will prepare a public draft of the Specific Plan based on comments provided by staff's review of the administrative draft. This will be the version that will be presented to the City Council and Planning Commission during the public hearing process.

Task 4.3: Community Outreach Presentation

R+A will prepare a presentation on the public draft Specific Plan for public and City committees for review and comment. The presentation will summarize key attributes of the Specific Plan including: Specific Plan background, process, and engagement to date; vision for Lindenville established in the General Plan; and a high-level overview of Specific Plan policies and priorities.

Task 4.4: Final Draft Specific Plan

R+A will prepare a public draft of the Specific Plan based on results from community engagement and comments from City staff.

Task 4.5: Report and Presentation to Planning Commission and City Council

Building on the presentation developed in Task 4.3 and the final draft Specific Plan prepared for Task 4.4, R+A will prepare a presentation to present to the Planning Commission and City Council.

Task 5: Environmental Review

FCS will assist City staff in determining the appropriate level of environmental analysis required under CEQA, based on the scope and extent of change proposed in the Specific Plan. Presently, City staff has determined that the environmental analysis may involve an Addendum to the South San Francisco General Plan Environmental Impact Report (EIR). If the project does not qualify for an Addendum, FCS will prepare an Initial Study and Focused EIR.

This scope is structured to provide an overview of the tasks needed to develop an Addendum. In the event that the Specific Plan does not qualify for an Addendum, an Optional Task has been included to provide an overview of the scope for an Initial Study and Focused EIR and allocate the additional funds needed as an Initial Study and Focused EIR constitutes a greater environmental review process than an Addendum. All tasks are structured to streamline environmental review and optimize the overall timeline for completion of the project.

Task 5.1: Conduct Noise Analysis

FCS will prepare a Noise Analysis to evaluate the potential construction and operational noise impacts on noise-sensitive land uses within the Specific Plan Planning Area. To perform this analysis, the following tasks are required.

Document Baseline Conditions

According to the State's General Plan Guidelines, 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 Specific Plan Planning Area will be documented through traffic noise modeling and documentation of the latest airport noise contours within the Planning Area. FCS will model existing traffic noise contours for major roadways throughout the Planning Area. FCS will rely on the latest version of the Airport Land Use Plan for the San Francisco International Airport and the previously prepared Evaluation of the Airport Land Use Compatibility Plan to document existing airport noise land use compatibility conditions within the Planning Area.

Construction Noise and Vibration Impact Analysis

Construction associated with development that could occur with implementation of the Specific Plan 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 calculations. Noise analysis requirements and thresholds of significance will be based on the sensitivity of the Specific Plan Planning Area and the City's noise ordinance specifications. FCS will also analyze, at a programmatic level, potential vibration impacts from construction activities associated with development that could occur with implementation of the Specific Plan. 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 potential construction-related ground borne vibration impacts.

Conduct Operational Noise and Vibration Impact Analysis

Development associated with implementation of the Specific Plan 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 Specific Plan will be performed.

Projections of the future CNEL along selected roadway segments, based on the traffic study to be prepared for the Specific Plan, will be provided in a table format to show the distance/contour relationship. This scope assumes traffic noise modeling for up to 4 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. FCS will calculate the Specific Plan'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 Specific Plan will be evaluated in comparison to the City's land use compatibility standards. Areas within the Specific Plan Planning Area that would be potentially exposed to ambient noise levels that would exceed "normally acceptable" thresholds for the type of land use will be evaluated at a programmatic level commensurate with the level of detail provided by the City. In particular, the analysis will identify any potential noise land use compatibility inconsistencies with the San Francisco International Airport noise contours. FCS will also analyze, at a programmatic level, potential vibration impacts associated with operational activities associated with development that could occur with implementation of the Specific Plan.

Summarize Noise Reductions and Significance Findings

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

Task 5.2: Preparation of the Draft Addendum

FCS will prepare an Administrative Draft Addendum to the South San Francisco General Plan EIR (General Plan EIR). The Administrative Draft Addendum will contain the required contents identified in Section 15164 of the CEQA Guidelines and other relevant supporting sections such as a references section. Technical analyses will generally follow the topical scopes listed in task 5.2.2, Focused EIR, with a more succinct summary of information. Potential impacts that could result from buildout of the proposed Specific Plan will be analyzed under each issue area identified on the CEQA Appendix G Checklist and compared to the significance determination and mitigation measures determined in the General Plan EIR. The mitigating effects of proposed Draft Specific Plan goals, policies, and programs will be considered. For each significant environmental impact identified, a discussion of the General Plan EIR's analysis and determination would be summarized and discussion of the project and any 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 Specific Plan, where feasible.

Task 5.3: Preparation of the Screencheck Draft Addendum

FCS will address City staff comments on the Administrative Draft Addendum and will prepare the Screencheck Draft Addendum. To streamline and expedite preparation, we assume that City staff and the Specific Plan team will return a single set of consolidated, internally reconciled comments on the Administrative Draft Addendum in electronic format, using the track changes function in Microsoft Word or Adobe PDF.

Task 5.4: Preparation of the Final Addendum

FCS will address comments from City staff on the Draft Addendum. 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 Addendum. 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 5 business days of the Addendum 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 5 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.

Mitigation Monitoring and Reporting Plan

Concurrent with the preparation of the Final Addendum, FCS will prepare a Mitigation Monitoring and Reporting Plan (MMRP) for the mitigation measures included in the South San Francisco General Plan EIR that apply to Specific Plan and capture any revisions made to the mitigation measures. The MMRP, shown in tabular form, will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency.

Task 5.5: Management

In addition to the research, analysis, communications, and report writing, FCS will perform a variety of project management duties to ensure that the Addendum meets the City's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with City staff, project accounting, and quality assurance review by FCS's Project Director and Technical Editor of all deliverable products. These services will also include ongoing support to City staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues.

Task 5.6: Meetings

FCS will attend public hearings for the Specific Plan and will also attend internal meetings during the preparation of the Addendum. This scope assumes up to two (2) public hearings and up to five (5) internal meetings during the preparation of the addendum.

Task 6: Specific Plan Adoption and Implementation

Task 6.1: Final Specific Plan, Technical Studies, and CEQA Document

Based on final direction/comments from the community and the City Council/Planning Commission during the hearing process, R+A and team members will prepare a Final Specific Plan that reflects all of the changes approved by the City Council. The R+A team will prepare and transfer all relevant materials to the City. FCS will prepare the final CEQA document.

Task 6.2: Necessary Zoning and General Plan and Amendments

City staff, working with the R+A team, will evaluate the General Plan and Zoning Code to determine if amendments will be necessary for consistency with the Specific Plan. If amendments are necessary, the R+A team will draft proposed amendments. As part of this task, R+A will prepare a list of properties and associated maps showing parcels that need rezoning.

Task 6.3: Planning Commission and City Council Staff Report and Presentation

R+A and FCS team will attend up to two hearings with both the Planning Commission and City Council to review the draft General Plan and the final CEQA document. At the conclusion of the hearings, the City Council will determine whether to certify the final CEQA document and adopt the Specific Plan.

Meeting Matrix

Task #: Meeting Type	Raimi + Associates	Plan to Place	First Carbon Solutions	Strategic Economics	Fehr & Peers	SERA	Sherwood Design Engineers
1.1: Kick-off meeting (1)	1	1	1	1	1	1	1
1.5: Stakeholder/Focus Group Meetings (16)	12	12		4		4	
1.6: Technical Working Group (TWG) Meetings (6)	6	6	1	1	1	1	1
1.7: Pop-Up Meetings (4)		4					
1.8: Community Workshops (4)	4	4			2	2	
2.4 Land Use Alternatives Presentation to Planning Commission and City Council	2			1	1	1	1
4.5 Report and Presentation to Planning Commission and City Council	2			1	1	1	
6.3 Planning Commission and City Council Staff Report and Presentation	2		2		1	1	

Scope Assumptions

The following is a list of assumptions for the Lindenville Specific Plan.

- 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 all deliverables will be provided in one consolidated set of comments and will not require new analysis or technical studies.
- 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 Specific Plan 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, and 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 beyond the scoped amount.
 - Assisting with outreach to inform the community about Specific Plan events. This includes public notices, notices in newspapers, distributing meeting notices in public buildings, mailings, etc.
 - Timely response to consultant team questions.

Deliverables

Task 1: Background Report and Community Outreach Plan

- Kick-off meeting summary notes
- Draft and final existing condition reports
- Draft and final SWOT analysis
- Draft community outreach plan
- Branding concepts
- Fact Sheet
- Project website
- Draft and final TWG meeting materials (x6)
- Stakeholder interview memorandum
- Materials for pop-up meetings (x4)
- Materials for and summary of community workshops (x5)
- Online surveys (x4) and summaries

Task 2: Land Use Alternatives and Summary Report

- Draft and final land use alternatives memorandum
- Draft and final fiscal impacts memo
- Draft and final market and implementation assessment of land use alternatives
- Land use alternatives presentation to public and committees
- Summary of community outreach
- Land use alternatives presentation to Planning Commission and City Council
- Summary of Planning Commission and City Council feedback
- Draft preferred land use and urban design plan

Task 3: Technical Analysis of Preferred Land Use Plan

- Draft water supply assessment
- Draft Utility Master Plan update
- Draft bike and pedestrian circulation/complete streets plan

- Draft traffic impact analysis
- Draft parking demand analysis and TDM
- Market analysis for housing and affordable housing strategy
- Equity, health, and environmental justice analysis
- Fiscal impact analysis
- Economic impact analysis
- Sea level rise and adaptation study
- Air quality and greenhouse gas assessment
- Evaluation of the Airport Land Use Compatibility Plan
- Evaluation of community assets and analysis of Colma Creek
- LOS Analysis
- Climate adaptation analysis

Task 4: Develop the Draft Specific Plan

- Administrative draft Specific Plan
- Public draft Specific Plan
- Community outreach presentation
- Final draft Specific Plan
- Report and presentation to Planning Commission and City Council

Task 5: Environmental Review

- Noise analysis
- Administrative Draft Addendum
- Screencheck Draft Addendum
- Final Addendum
- Draft Notice of Determination
- Mitigation Monitoring and Reporting Plan

Task 6: Specific Plan Adoption and Implementation

- Final Specific Plan, technical studies, and CEQA document
- General Plan and Zoning amendments (if necessary)
- Planning Commission and City Council staff report and presentation

Optional Tasks

Optional Task: Water Supply Assessment

Upon request, SDE will develop a water supply assessment for Lindenville.

Optional Task: Focused EIR

If the Specific Plan cannot be evaluated using an Addendum to the South San Francisco General Plan EIR, FCS will perform the following additional tasks to prepare a Focused EIR.

Subtask: Notice of Preparation and Scoping

Notice of Preparation

FCS will prepare the Notice of Preparation (NOP) for the South San Francisco General Plan 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.

Additionally, given the extent of urban development and prior planning efforts within the Specific Plan Planning Area as well as the absence of woodland or forest land in or immediately adjacent to the City limit, FCS assumes that the following issue areas can be scoped out of the CEQA document (similar to the General Plan EIR): Agriculture and Forestry Resources and Mineral Resources. As such, a brief explanation as to why the proposed Draft Specific Plan 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.

Scoping Meeting

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 Specific Plan 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 Specific Plan, as best suits the needs of the project.

Summary of Scoping Comments

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.

Deliverables:

- Electronic copy of the NOP Microsoft Word and PDF formats
- Electronic copy of the Scoping Meeting Comments in Excel format

Subtask: Preparation of the Administrative Draft Focused EIR

The Focused EIR will be prepared in accordance with the applicable requirements contained in CEQA Guidelines Sections 15120 through 15132 and will contain analyses supported by graphics and tables. Potential impacts that could result from buildout of the proposed Specific Plan will be analyzed under each issue area identified on the CEQA Appendix G Checklist. The mitigating effects of proposed Draft Specific Plan 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 can be incorporated back into the Draft Specific Plan, where feasible.

Aesthetic and Visual Resources

South San Francisco is bordered by San Bruno Mountain State to the north and the San Francisco Bay to the east. There are no designated scenic highways within Lindenville sub-area; however, within the City limits, State Route 35 and Interstate 280 are eligible scenic highways. Building on work conducted on the General Plan EIR, FCS will analyze potential impacts to aesthetic and visual resources that could result from implementation of the Specific Plan, 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 the Draft Specific Plan goals, policies, and programs will be considered, and if necessary, mitigation measures will be recommended.

Air Quality

FCS will utilize the previously prepared Air Quality and GHG Emissions Assessment to evaluate air quality impacts associated with implementation of the Specific Plan. 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 Administrative Draft Initial Study and Focused EIR and the supporting technical data will be provided in an appendix. By conducting the Draft Existing Conditions and SWOT Analysis to inform policy development for the Specific Plan, it is anticipated that the need for mitigation measures in the Administrative Draft Initial Study and Focused 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 Planning Area'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. FCS will provide plan-level mitigation measures to reduce any impacts to a less than significant level.

Cultural Resources

South San Francisco contains a number of significant historical resources, including historic period buildings, historic archaeological sites, and historic ranching sites. Building on previous studies, including the work FCS performed for the General Plan EIR and the Historic Resources Survey being prepared by Daly & Associates, FCS will conduct an analysis of potential impacts to cultural and historic resources in the Specific Plan Planning Area, considering the mitigating effects of existing regulations and proposed policies and programs from the Draft Specific Plan. At this stage, a programmatic level assessment will be conducted, consisting of research and coordination with California Historic Resource Information System (CHRIS), the Native American Heritage Commission (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.

Energy

FCS will utilize the Air Quality and GHG Emissions Assessment to evaluate energy impacts associated with implementation of the Specific Plan. FCS will evaluate energy use at a plan-level. The impact analysis will be contained in the Focused EIR and the supporting technical data will be provided in an appendix. By conducting a Draft Existing Conditions and SWOT Analysis to inform policy development for the Specific Plan, it is anticipated that the need for mitigation measures in the EIR will be reduced. Nevertheless, if any energy impacts are identified as part of the analysis, FCS will provide plan-level mitigation measures to reduce any future energy impacts to a less than significant level.

Geology, Soils, and Seismicity

The Lindenville sub-area is vulnerable to liquefaction and seismic activity due to several active faults in the region, including the San Andreas Fault, San Gregorio Fault, Hayward Fault, and Calaveras Fault. Building on work performed for the General Plan EIR, FCS will evaluate potentially significant geological impacts

that could result from implementation of the Specific Plan with reference to existing documentation available from federal, State, and local sources. Development on opportunity sites identified in the Specific Plan 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 Specific Plan policies and programs to reduce associated risks to a less than significant level.

Greenhouse Gas Emissions

FCS will utilize the Air Quality and GHG Emissions Assessment to evaluate GHG impacts associated with implementation of the Specific Plan. FCS will evaluate GHG emissions at a plan-level pursuant to guidance provided by BAAQMD. The analysis will be performed consistent with the guidance and methodologies from BAAQMD, which provide specific guidance for evaluating plan-level GHG impacts. The impact analysis will be contained in the Focused EIR and the supporting technical data will be provided in an appendix. By conducting a Draft Existing Conditions and SWOT Analysis to inform policy development for the Specific Plan, it is anticipated that the need for mitigation measures in the Focused EIR will be reduced. Nevertheless, if any GHG impacts are identified as part of the analysis, FCS will provide plan-level mitigation measures to reduce any future GHG impacts to a less than significant level.

Hazards and Hazardous Materials

The Lindenville sub-area is within the Inner Approach/Departure Zone, Inner Turning Zone, and the Outer Approach/Departure Zone SFO ALUCP Safety Compatibility Zones. Additionally, there is one Active DTSC Cleanup Site (Union Pacific Property) within the Specific Plan area. Building on work conducted for the General Plan EIR, FCS will analyze hazards and hazardous materials issues, drawing on the Draft Existing Conditions Report and SWOT Analysis to streamline the Focused EIR preparation and identifying potential impacts from hazardous materials use and storage associated with buildout of the Specific Plan. 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. 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

The Lindenville sub-area is proximate to the San Francisco Bay and contains some areas located within the 100-year flood zone; therefore, the area is susceptible to flooding and sea level rise. Building on work performed for the General Plan EIR, FCS will evaluate potential impacts related to flooding, hydrology and water quality, including stormwater quality, which could result from the Specific Plan 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 is aware that the Lindenville Specific Plan will include maximum density development, largely in keeping with the Proposed Land Use Plan for the General Plan EIR. FCS will evaluate potential impacts associated with changes to land use designations and policies proposed under the Specific Plan. 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 Specific Plan. Mitigation measures will be recommended as needed to address significant impacts.

Noise

FCS will utilize the Noise Analysis to evaluate the potential construction and operational noise impacts on noise-sensitive land uses within the Specific Plan Planning Area. This analysis will be wholly contained in the Focused EIR and the supporting technical data will be appended to the document.

Population and Housing

As discussed above, the Lindenville Specific Plan will include maximum density development, largely in keeping with the Proposed Land Use Plan for the General Plan EIR. FCS will analyze potential impacts to population and housing that could result from the buildout of the Specific Plan. With reference to regional planning projections, we will evaluate whether the Specific Plan would induce substantial growth above current projections analyzed in the General Plan EIR. 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

FCS will analyze potential impacts associated with increased demand for police, fire, public schools, parks, and libraries that could result from buildout of the Specific Plan. Service providers will be consulted to identify the need for new or expanded facilities. Mitigation measures will be recommended to address any significant impacts identified, if warranted.

Recreation

South San Francisco contains a number of parks and open space areas and proposes to build additional parks and trails from implementation of the General Plan Update. Within the Lindenville sub-area, the General Plan Update identifies a potential new linear trail extending from Colma Creek to South Maple Avenue, connecting to the Centennial Way Trail. FCS will analyze potential impacts associated with increased demand for parks that could result from buildout of the Specific Plan. This analysis will depend on the population estimates to identify the need for new or expanded facilities. Mitigation measures will be recommended to address any significant impacts identified, if warranted.

Transportation

FCS will prepare the Transportation section of the Focused EIR based on the Traffic Impact Analysis report prepared by Fehr & Peers. The Traffic Impact Analysis will evaluate operation of the local transportation network under existing conditions, future No Project conditions and proposed Specific Plan conditions, recommending mitigation measures as appropriate. All CEQA Appendix G Checklist criteria will be addressed. Mitigation measures will be recommended to address any significant impacts identified, if warranted.

Tribal Cultural Resources

South San Francisco contains a number of significant cultural resources, including tribal cultural resources. 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 tribal resources in the Specific Plan Planning Area, considering the mitigating effects of existing regulations and proposed policies and programs from the Draft Specific Plan. FCS will be available to assist in the tribal consultation process as required by AB 52. At this stage, a programmatic level assessment will be conducted, consisting of research and coordination with CHRIS, the NAHC, and local historical societies. Programmatic mitigation measures will be recommended for any significant impacts identified.

Utilities and Service Systems

Based on information provided by the City Staff, FCS will evaluate the potential impacts on utilities and service systems that could result from implementing the Specific Plan, 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 Specific Plan, and mitigation measures will be recommended, if warranted.

Wildfire

FCS will analyze potential impacts associated with wildfire hazards that could result from buildout of the Specific Plan. 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.

Alternatives Evaluation

FCS will prepare an Alternatives section for the Administrative Draft Initial Study and Focused 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 Specific Plan team will be analyzed qualitatively, based on descriptions of each alternative including associated projections of population, housing units, and jobs. In the Administrative Draft Initial Study and Focused EIR, a matrix will be provided comparing each alternative's impacts on the various issue areas with the

Specific Plan, 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 Specific Plan. Additionally, cumulative impacts that could result from Specific Plan implementation in combination with other past, present and reasonably foreseeable projects will also be analyzed.

Deliverable:

- Electronic copies of the Administrative Draft Focused EIR in Microsoft Word and PDF formats

Subtask: Second Administrative Draft Focused 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 EIR in electronic format for City review.

Deliverable:

- Electronic copies of the Second Administrative Draft Focused EIR in Microsoft Word and PDF formats

Subtask: Screencheck Draft Focused EIR

FCS will address City comments on the 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 EIR in electronic format for City review.

Deliverable:

- Electronic copies of the Screencheck Draft Focused EIR in Microsoft Word and PDF formats

Subtask: Draft Focused EIR

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.

Deliverable:

- Electronic copies of the Draft Focused EIR in Microsoft Word and PDF formats

Subtask: Final Focused 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 Focused EIR and prepare responses to substantive comments on the adequacy of the environmental analysis, with assistance from Fehr & Peers. This scope of work assumes up to 90 hours for preparing the Response to Comments by FCS staff. 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 Focused 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 Focused 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 5 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 5 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.

Findings, Resolutions, and Statement of Overriding Considerations

As an optional task, if desired, FCS's in-house CEQA attorney can 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.

Deliverables:

- Electronic copy of the Administrative Final Focused EIR in Microsoft Word and PDF formats
- Electronic copy of the Final Focused EIR in Microsoft Word and PDFs format
- Electronic copy of the Mitigation Monitoring and Reporting Plan
- Electronic copy of the Draft Notice of Determination in Microsoft Word format.

Subtask: Management

In addition to the research, analysis, communications, and report writing, FCS will perform a variety of project management duties to ensure that the EIR meets the City's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with City staff, project accounting, and quality assurance review by FCS's Project Director and Technical Editor of all deliverable products. These services will also include ongoing support to City staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues.

Subtask: Meetings

FCS will attend public hearings for the Specific Plan and will also attend internal meetings during the preparation of the EIR. This SOW assumes that FCS's Project Director or Project Manager will attend the following meetings:

Coordination Meetings:

- Ten 2-hour meetings with City staff conducted during the preparation of the EIR. It is assumed these meetings can be completed via conference call.

Public Comment Meetings (during public review of the Draft Focused EIR):

- Planning Commission – one, 4-hour meeting
- City Council – one, 4-hour meeting

Final EIR and Project Entitlements:

- Planning Commission – one, 4-hour meeting
- City Council – one, 4-hour meeting

The cost for the Public Scoping Meeting is included in Notice of Preparation Task. As noted, the meetings would consist of a combination of coordination meetings with staff and public hearings. A not-to-exceed budget has been established to cover attendance at the meetings. If the City requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify City staff of the additional costs and obtain authorization for the extra meeting time.

EXHIBIT B

COMPENSATION SCHEDULE

Raimi + Associates Team

Fee Proposal Summary	Labor Cost Per Task
Tasks	
Task 1: Background Report and Community Outreach Plan	\$ 390,951
Task 2: Land Use Alternatives and Urban Design	\$ 184,213
Task 3: Technical Analysis of Preferred Land Use Plan	\$ 211,165
Task 4: Develop the Draft Specific Plan	\$ 223,144
Task 5: Environmental Review	\$ 72,585
Task 6: Specific Plan Adoption and Implementation	\$ 49,225
Task 7: Project Management	\$ -
Expenses (Summarized)	\$ 146,716
Grand Total	\$1,277,999
<i>10% Contingency</i>	\$ 128,000
Final	\$1,405,999