

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this ___ day of February 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and URBAN PLANNING PARTNERS, a corporation, whose address is 505 17th Street, Oakland, CA 94612 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for services upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the 18th day of February 2015, and shall terminate on the 17th day of February 2016, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$256,292 as set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE:**

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services

shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Consultant shall indemnify, defend and hold harmless City, its City Council, boards, commissions, officers, employees and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$250,000 each occurrence \$500,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence

or

Combined Single Limit:	\$500,000 each occurrence
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as

an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability and workers' compensation insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by

Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years

after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda
Base Reuse Department
2263 Santa Clara Avenue, Room 120
Alameda CA 94501
Attention: Jennifer Ott

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

Urban Planning Partners
505 17th Street
Oakland, CA 94612
Attention: Lynette Dias

18. **TERMINATION:**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

19. **COST OF LITIGATION:**

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorneys' fees.

20. **COMPLIANCES:**

Consultant shall comply with all state or federal laws and all ordinances, rules and

regulations enacted or issued by City.

21. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

23. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

25. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

URBAN PLANNING PARTNERS



By: Lynette Dias
Title: Principal

CITY OF ALAMEDA
A Municipal Corporation

John A. Russo
City Manager

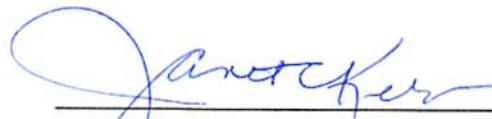


By: Hayley Cox
Title: Secretary

RECOMMENDED FOR APPROVAL:

Jennifer Ott
Chief Operating Officer, Alameda Point

APPROVED AS TO FORM:



Janet C. Kern
City Attorney

EXHIBIT A: CONSULTANT SCOPE OF WORK

This Exhibit outlines the Cultivate/Urban Planning Partners team's recommended approach for preparing a Specific Plan for the Main Street Neighborhood at Alameda Point. The team includes:

Urban Planning Partners: Land use planning and policy lead

Cultivate Studio: Project management, urban design and graphics lead

Community Design + Architecture: Circulation and sustainability lead

BAE Urban Economics: Financing, McKinney---Vento Act and supportive housing lead

Page & Turnbull: Historic preservation and adaptive reuse lead

Sustainable Agriculture Education: Urban agriculture resources lead.

We also amended our estimated fee to include Bruce Fukuji. Bruce will assist in planning the relocation and consolidation of supportive housing in the Main Street Neighborhood. Bruce's contributions to the team are focused on five main efforts, as reflected in the amended estimated fee included as Exhibit B:

- *Participating in outreach meetings with the three supportive housing agencies;*
- *Assisting in the preparation of the supportive housing planning and design criteria;*
- *Participating in the development of neighborhood design alternatives;*
- *Reviewing design alternatives in relation to the form based code and implementation of the supportive housing; and*
- *Participating in (3) planning board meetings.*

Our approach is informed by careful review of the RFP, background documents, discussions with City staff and the Alameda Point Collaborative at the City's pre-bid conference, and a site visit. Our team's local knowledge of Alameda's nearly two decades of policy planning and an "on the ground" familiarity with the physical and social setting of Alameda and Alameda Point also informed our approach. Additionally we built on our team's experience with the issues and opportunities the City is facing: neighborhood design, consensus building, sustainable initiatives, financial analysis and urban agriculture. The following scope of work will result in a Plan that facilitates thoughtful solutions to current challenges while adapting to dynamic priorities and market challenges in the future.

Our approach, as detailed in this Section and outlined in Table 1, includes four sequential primary tasks:

1. Understanding the Plan Area Today (including past planning efforts);
2. Identifying a Vision/Preferred Alternative for the Future;
3. Preparing the Plan; and
4. Finalizing and Adopting the Plan.

TASK 1. UNDERSTANDING THE PLAN AREA TODAY

In this initial task, members of the Cultivate/Urban Planning Partners team will consult existing planning documents, current City staff members, and Main Street Neighborhood stakeholders to establish a strategic foundation of understanding that will inform the preparation of the Specific Plan.

TASK 1A. DATA GATHERING AND DOCUMENT REVIEW

The Cultivate/Urban Planning Partners team will collect and review all relevant background documents, including both sets of primary and secondary documents identified in the RFP, such as:

Primary planning documents:

- Alameda Point Zoning Ordinance Amendment (2014)
- Alameda Point Zoning Ordinance Map (2014)
- Alameda Point Town Center and Waterfront Specific Plan (2014)
- Alameda Point Master Infrastructure Plan (MIP) (2014)
- Chapter 9 of the General Plan
- Citywide Design Manual
- Alameda Point Collaborative Redesign Plan (2012) prepared by Bruce Fukuji
- Alameda Point Collaborative Request for Qualifications to Develop the Replacement Affordable Supportive Housing and Social Services Facilities at Alameda Point (2014)

Secondary planning documents:

- Alameda Point Conceptual Planning Guide (2013)
- Alameda Point Transportation Demand Management Plan (TDM) (2014)
- Alameda Point Certified Environmental Impact Report (EIR) (2014)
- NAS Alameda Historical District National Register Nomination Guide to Preserving the Character of the Naval Air Station Alameda Historic District, Parts 1 and 2 Page & Turnbull Historic Assessment & Historic Preservation (2006)
- Community Reuse Plan - 1996
- Installation Restoration Sites at Alameda Point

We will identify key “opportunities” and “challenges” established in these planning efforts. We will pay special attention to policies that have the potential to influence the direction of the Main Street Neighborhood Specific Plan (the Plan) and that will shape future housing opportunities in the Plan Area.

The Cultivate/Urban Planning Partners team will synthesize this information and data into a working summary that our team will use internally. We will also prepare a list of questions from the document and data review, along with a list of additional data needs.

TASK 1B. BASE MAP PREPARATION

A base map of the project site and vicinity for use in the Plan will be prepared by Cultivate using the best available map information from the City. The base map will be used to illustrate street and lot layouts in the project site vicinity, the project site’s relationship to surrounding areas, topography, surrounding land uses, and General Plan and zoning designations. The base map will be available for consultant and staff use during meetings and presentations. Preliminary drafts of a constraints map and a master infrastructure map based on the information and data obtained during Task 1A will be brought to the

kick-off meeting.

TASK 1C. CONSULTANT AND CITY TEAM KICK-OFF MEETING

The Cultivate/Urban Planning Partners team will attend an initial kick-off meeting with City staff to discuss our team's synthesis of the background documents; the base, constraints and master infrastructure maps; and other planning efforts and how they inform the scope of work. We will also discuss the stakeholder engagement plan, and confirm the roster of stakeholders and individuals/entities to be targeted. Finally, we will review any desired refinements to the scope of work confirm key milestone dates for the project schedule.

TASK 1D. STAKEHOLDER KICK-OFF MEETING

The Cultivate/Urban Planning Partners team will meet with City staff, the Alameda Point Collaborative and other identified stakeholders. At this meeting, we will discuss the planning process for the Plan, the manner in which it will be coordinated with and influenced by past planning efforts, and opportunities and challenges. We will solicit input regarding concerns, priorities, and potential "deal breakers" that may impede project progress. We will document and summarize input from the meeting, and the results will inform the preparation of the existing conditions profile (Task 1E) and the alternatives (Task 2). BAE staff will attend the meeting to learn about the operations of the existing Collaborative housing units and related services and activities and to discuss the Collaborative's objectives, ideas, and concerns for the reconfiguration of the Collaborative's housing under the proposed Specific Plan. This will include both functional needs of the housing units themselves and their clients and the relationship of the supportive housing to the balance of the Specific Plan area, as well as the financial requirements involved with the replacement project.

TASK 1E. EXISTING CONDITIONS PROFILE

The Cultivate/Urban Planning Partners team will prepare an Existing Conditions Profile that is an illustrative overview of the defining features of the Main Street Neighborhood, including and addressing the guiding metrics established by ABAG/MTC. The profile will be a concise summary limited to information deemed likely to impact Specific Plan policy. This would include characteristics and conditions that contribute to the unique nature of the Main Street Neighborhood as well as those that may be leveraged to facilitate successful integration into the larger Alameda community. This task assumes that conclusions and data from recently completed planning efforts will adequately inform this section of the report.

Expected sections of the Profile:

Plan Area Context. For this section, we will describe and illustrate the physical and geographical context of the Plan Area, including its location within Alameda Point, as well as its relationship to other Alameda Point subareas and the rest of the City.

People and Places. This section will describe the population and defining features of the Plan Area. We will present basic demographic and socioeconomic data, illustrate attractions and features, and describe housing resources in the Plan Area.

Access and Mobility. CD+A will gather and synthesize base information regarding existing street types and circulation into a concise summary of existing and planned circulation and transit improvements serving the Plan Area. CD+A will consider existing and planned streetscape improvements and other planned and programmed capital circulation improvements (i.e., planned new roads, transit routes and improvements, bicycle facilities, streetscape and lighting). Based on available information, CD+A

will summarize the currently planned circulation and transit framework and street types using graphics from existing documents to the greatest extent feasible. This will provide the starting point for developing the circulation and transit network and street type design alternatives in Task 2.B.

Infrastructure and Significant Environmental Constraints. We will use the Master Infrastructure Plan and other documents to illustrate the infrastructure network of the Plan Area. This will include basic information on the location and quality of water, wastewater, solid waste, and electrical infrastructure and how that infrastructure is connected to the balance of Alameda Point and the City. Utilizing the Alameda Point Certified EIR, we will also summarize and map any significant environmental constraints needed to inform the site planning alternatives.

Key Deliverables

- Base Map
- Preliminary Draft Constraints Map
- Preliminary Draft Infrastructure/Rights of Way Map
- Draft Existing Conditions Profile

TASK 2. IDENTIFYING THE VISION/PREFERRED ALTERNATIVE

Building from the work completed in Task 1 and many of the prior planning efforts, the Cultivate/Urban Planning Partners team will prepare three site planning alternative concepts and work with local stakeholders to identify a preferred vision/alternative for the Main Street Neighborhood. Our work with this task will also include a brief Market Demand Assessment to inform the site planning alternative concepts.

TASK 2A. MARKET DEMAND ASSESSMENT MEMORANDUM

BAE will prepare a brief market assessment with a focus on opportunities for various housing types and densities, and reduced residential parking standards in the context of Alameda Point. Building on the demographic and socioeconomic analysis compiled as part of the PDA profile, BAE will collect additional information on residential real estate market conditions and trends, considering the Specific Plan Area within the competitive Alameda citywide real estate market context. The Market Demand Assessment will consider a range of appropriate housing types, including rental and for-sale housing, and single-family and multifamily configurations. BAE will research existing unit characteristics, vacancy rates, sales prices/lease rates, buyer and tenant profiles for residential developments elsewhere in the city. BAE will analyze household growth trends and projections, compile a listing of other planned and proposed residential projects within the City of Alameda, and identify the types of residential units that could be targeted for development in the Main Street Neighborhood given current and expected market conditions.

In addition to the market research described above, BAE will conduct research on the market acceptance of up to three case study residential developments/locations to be identified by the Cultivate/ Urban Planning Partners team, where single-family residential units have been constructed pursuant to parking requirements of less than two spaces per unit. BAE will conduct research for each of the case study locations and draw conclusions regarding the potential market viability of parking reductions for single-family homes in the Main Street Neighborhood.

TASK 2B. ALTERNATIVES

The Cultivate/Urban Planning Partners team will develop a series of alternative site planning concepts. The alternatives will be comprised of primarily two dimensional concept plans and sketches with minimum text to depict the alternatives and selection criteria. The anticipated key elements of each alternative will include land use and circulation plans, open space/green infrastructure network plans, a density form map, building typology descriptions, and street types. The concepts will be developed collaboratively among the consultant team with input from City staff. Concepts the team might explore in the alternatives include:

The location of land uses, building types and open space to achieve a vibrant mix of land uses and development intensities that balances sustainability, diversity and neighborhood functionality;

The location of the supportive housing facilities including opportunities to locate some of them closer to the Town Center and Waterfront Area;

Innovative parking approaches;

Strategies for preserving/re-using historic structures to retain the historic character of the neighborhood;

Enhancements to the transit, bicycle, and pedestrian systems to create "complete" streets.

Opportunities for special treatments for focal points, landmark sites, gateways, and critical connections;

Locations, form, and character of open space and park elements, including urban agriculture opportunities;

Linkages and integration with the surrounding neighborhoods in the project vicinity.

As part of this effort CD+A will prepare a sketch circulation and transit network for each of the alternative concepts. The networks will be accompanied with sketch street cross sections for different street types within the planning area, including: Orion Street, island collectors, general local streets, enhancement and rehabilitation of the "beehive" street system to support multimodal use and retention of historic character. This will include variations for bicycle and transit circulation (likely a total of 7 different street types). The scope and budget assume that the number of lanes and lane widths will not vary between alternatives. Variation in street design between the alternatives will occur in the pedestrian realm and landscape character as the design of these areas will be linked with the design characteristics of the alternative land use concepts. It is expected that the most extensive variation would occur on Orion Street and the enhancements to the "beehive" street system which may illustrate different approaches to balancing space for transportation modes and landscape within the right of way width.

BAE will provide input into the process of analyzing the site planning alternatives and residential development program, and recommendations on building types, and as part of this analysis, supportive housing facilities could best be integrated into the Specific Plan, based on the consultation with the Alameda Point Collaborative.

TASK 2C. STAKEHOLDER REVIEW SESSION

The Cultivate/Urban Planning Partners team will facilitate a series of review sessions to present and foster input on the overall site planning concepts. The sessions will be customized, as desired by the City, to present the alternatives and obtain feedback from the Planning Board Sub-Committee and stakeholders. One option is to hold a workshop with the Planning Board Sub-committee and subsets of

the stakeholders. This would begin with the presentation of the vision for the Plan area, followed by an opportunity to break-out into small groups to evaluate the alternatives and move towards building consensus regarding a preferred alternative. We have budgeted for up to four consecutive meetings/workshops that could occur over a 2-3 day time period.

TASK 2D. PREFERRED ALTERNATIVE SELECTION

With community feedback from staff, stakeholders and the Planning Board Sub-committee, our team will refine the alternative planning concepts into the preferred site plan alternative. This will include refined land use and built environment plans, building types, open space framework plan, key focal areas, and circulation and transit networks, including street design concepts. Street design concepts will include illustration of opportunities for complete streets elements, such as bulb outs, transit stop improvements, bicycle facilities, circulation and parking, green street infrastructure for stormwater management and water harvesting, and traffic calming.

This refined plan will include greater detail and expanded illustration of key project elements. The preferred design concept will be analyzed to verify that the plan is feasible, can be effectively implemented, and will minimize environmental impacts.

TASK 2E. PLANNING BOARD PUBLIC HEARING

The Cultivate/Urban Planning Partners team will present the alternatives analysis and Preferred Site Planning Alternative at a Public Hearing before the Planning Board.

Key Deliverables

- Market Demand Assessment Memorandum
- Three (3) Site Plan Alternatives
- Preferred Site Plan Alternative

TASK 3. PREPARING THE PLAN

In this task, the Cultivate/Urban Planning Partners team will prepare the Main Street Neighborhood Draft Specific Plan, and then work with the City to shepherd the Plan through an administrative review process. We will then use an innovative online public engagement platform to facilitate public review of the Plan.

TASK 3A. SPECIFIC PLAN COMPONENTS

The following components will comprise the chapters of the Draft Specific Plan. The work described below will be the core of the Main Street Neighborhood Specific Plan, which the Cultivate/Urban Planning Partners team conceives as a form-based development strategy. The Draft Plan will set clear development standards, yet allow for flexibility where appropriate. The Plan will be crafted to support diverse housing choices, neighborhood identity, community connectivity and sustainable lifestyles.

The Cultivate/Urban Planning Partners team will work with the local public, City staff, and supportive housing providers to ensure that the Draft Specific Plan reflects community and policy priorities, achieves desired community character, and makes the Specific Plan area attractive to potential developers, current and future residents, and businesses.

An outline of how the Specific Plan may be organized is provided below. However, our team will work

closely with City staff to determine the preferred organization and content prior to preparation of the Draft Specific Plan.

Vision

The Vision will “set the stage” for the Specific Plan by providing a concise and graphically illustrated summary of the preferred vision for the Main Street Neighborhood, and key initiatives and concepts that facilitate that vision. It will offer readers a snapshot of the Specific Plan’s recommendations; describe the key plan elements, and outline the organization of the document. Key subsections may include:

Introduction

The Principles

Plan Organization

Purpose, Authority and Context

This chapter will provide the context and background for preparing the Specific Plan. Key subsections may include:

Purpose and Intent

Existing Conditions

Location and Context

Project Background: Establishing a Community Vision

The Plan for the Main Street Neighborhood

This chapter will describe, and establish policy in support of, the specific neighborhood design and planning approach for the Main Street Neighborhood that is based on interwoven layers of open space, circulation, focal points and the built environment to create a walkable, dynamic and diverse new Alameda neighborhood.

Overview. Neighborhood Planning Concepts. This section will orient the reader to the basic concepts utilized to inform the design of the Main Street neighborhood.

Open Space and Urban Agriculture Framework. SAGE will advise on the development of a network of open spaces and urban agricultural opportunities that are functional, sustainable, and integrated into the social and economic fiber of the Neighborhood. This framework will build on the existing Community Gardens and Ploughshares nursery and the City’s urban agriculture initiatives.

Access and Mobility. CD+A will develop the Initial Access and Mobility section of the Specific Plan drawing from Task 1 and 2 work products as well as previous planning documents prepared for Alameda Point. Our scope and budget assume that the City will provide us with original editable files from these previous documents. This section of the plan will generally follow the format of the Waterfront Precise Plan. CD+A will incorporate streetscape design policies and standards that promote walkability and livability in the neighborhood, including descriptions of street furniture, gateway features, public art, street trees, and landscaping within medians and the pedestrian realm. These will support placemaking opportunities identified in the overall plan, such as the rehabilitation and enhancement of the unique and historic character of the ‘Big White’ homes and the ‘beehive’ street system.

Land Use and Neighborhood Character. This section will describe the mix of allowable land uses as well as the pattern of vertical elements and massing that completes the overall design of the neighborhood. This section will set out the key design concepts for the neighborhood, the range of allowable Building Types, key focal areas, and how this neighborhood is connected to and builds on the existing historical and cultural assets.

Main Street Neighborhood Design Code: Development Standards

This chapter of the Specific Plan will establish flexible, form-based standards for new development in the Main Street Neighborhood, presented primarily via a series of matrices, diagrams, imagery and text. In addition, Page & Turnbull (P&T) will assist in developing flexible design guidelines to both enhance existing historic structures as well as encourage compatible new construction within the NAS Alameda Historic District.

Regulating Plan. This section will identify the zones within the Specific Plan area and assign the Code's various Building Types, Standards and Guidelines to physical locations.

Building Types, Form and Character. This section will describe the Building Types that will define and shape the built form of the neighborhood. This section also will include regulations for lot sizes, building placement, parking requirements, façade treatments and general architectural character (massing, porch design, openings, materials and colors).

Landscape Standards. This section will define standards to regulate the character and quality of the landscape within private spaces. This includes plant and hardscape material palettes, planting concepts, exterior lighting, and appropriate fencing and wall treatments.

Open Space and Urban Agriculture Standards. This section will detail regulations to support the establishment of an interconnected network of open space and urban agriculture (focal areas, primary and secondary) within the block patterns as defined by the Regulating Plan. It will define the allowable types of open space/agriculture and the requirements of each.

Street and Circulation Standards. CD+A will lead the formation of standards for the circulation network and streetscape. This will be done through a series of matrices, diagrams, and text. This would include standards on sidewalk widths and zones (frontage, travel, furnishing, buffer), furnishing amenities (seating, landscaping and street trees, signage, bicycle parking), pedestrian crossings and traffic calming techniques that are appropriate for various street types (e.g.; bulb-outs, curb cuts, crosswalks, medians and median refuges, speed tables), and special "Green Streets" landscaping (e.g.; stormwater planters, infiltration bio-retention, linked tree wells).

Signage Standards. This section will detail the principles for the design of signs within the Specific Plan area (including regulatory, commercial, trail, and directional signage) which will be coordinated with the overall Alameda Point sub-areas.

Design Review. This section will describe the design review process and review for this neighborhood, which again, will be coordinated with the City's existing processes and regulatory framework.

Infrastructure

In this chapter, our team will describe the backbone infrastructure systems necessary to accommodate development in the Main Street Neighborhood. This effort will rely primarily on the existing Master

Infrastructure Plan and the recently completed Alameda point EIR. New analysis is not anticipated to be necessary. The topics that will be addressed include:

Wastewater Collection and Distribution

Water Supply and Distribution

Solid Waste Disposal

Dry Utilities

Electricity

Natural Gas

Telecommunications

Fire Protection

Environmental Constraints

Flooding and Sea Level Rise

Geotechnical

Phasing and Financing

The Cultivate/Urban Planning Partners team will identify existing priorities and conditions that will impact implementation, and establish a plan for the chronological order and location of proposed development. This chapter will include a financing strategy for Infrastructure, transportation, affordable housing, open space, and other capital improvements elements necessary for Specific Plan implementation.

BAE will prepare a conceptual financing strategy that recommends an approach for funding the Infrastructure, transportation, affordable housing, open space and other costs necessary to implement the Specific Plan, based on infrastructure cost estimates to be provided by the City. In addition, the Strategy will include discussion of how financing needs relating to the reconstruction of the supportive housing facilities can be integrated with the overall Specific Plan implementation. It is assumed that the affordable housing developer selected by the local supportive housing providers and/or Collaborative representatives will provide information on project financing gaps (i.e., subsidy needs) that would remain after accounting for anticipated project revenues, tax credits, and other affordable housing funding sources that the developer anticipates utilizing.

Administration and Enforcement

In this Chapter, we will detail how the Specific Plan relates to other city planning policy, and how the Specific Plan will be administered, including the process for processing subsequent development applications and Specific Plan amendments if necessary. This chapter will be very similar to the chapter included in the Town Center and Waterfront Precise Plan.

TASK 3B. PUBLIC REVIEW DRAFT SPECIFIC PLAN

The Cultivate/Urban Planning Partners team will compile the above work into an Administrative Draft Specific Plan. Following the receipt of one set of consolidated, non-contradictory comments from the City, we will ready the Draft Specific Plan for publication.

TASK 3C. COMMUNITY INTERNET REVIEW

To facilitate input on the Draft Specific Plan from the community, the Cultivate/Urban Planning Partners

team will manage an Internet-based community engagement forum hosted by one of two online public participation platforms, either Peak Democracy's Open Town Hall or Crowdbrite. Both e-platforms offer functional, feedback-focused alternatives to the project website, and allow users to participate in real-time, place-based charrettes by writing virtual comments on internet "sticky notes." These are effective strategies that promote general participation through mobile technology, ease of use, 24-hour availability and quantification of feedback. Urban Planning Partners and Cultivate will oversee the upload of necessary maps, graphics and related content to the chosen platform.

TASK 3D. PLANNING BOARD MEETING

The Cultivate/Urban Planning Partners team will attend and present the Specific Plan at up to two Planning Board meetings to solicit and record comments on the Draft Specific Plan, and discuss feedback collected through the internet outreach campaign. The Cultivate/Urban Planning Partners team will maintain a running list of staff and public comments, and associated changes to consider for incorporation into the Final Drafts developed in Task 4, below.

Key Deliverables

- Administrative Draft Specific Plan (Five (5) hard copies and one electronic version)
- Public Review Draft Specific Plan (Ten (10) hard copies and one electronic version)

TASK 4. FINALIZING THE PLAN

In this Task, the Cultivate/Urban Planning Partners team will prepare a Final Draft Specific Plan for presentation to the Planning Board and the City Council for final adoption.

TASK 4A. FINAL DRAFT SPECIFIC PLAN

The Cultivate/Urban Planning Partners team will incorporate comments from the public review process described in Task 3 into an Administrative Draft Final Draft Specific Plan. We will revise the Administrative Draft in response to City staff comments, and produce a Final Draft Specific Plan. We will continue to maintain a running list of all comments received.

TASK 4B. PLANNING BOARD HEARING

The Cultivate/ Urban Planning Partners team will attend a meeting with the Planning Board, at which comments to the Final Draft for public review will be recorded. We will also deliver a PowerPoint presentation consisting of current versions of key maps/graphics from the Plan and record comments.

TASK 4C. CITY COUNCIL HEARING

The Cultivate/ Urban Planning Partners team will present the Final Draft Specific Plan to the Alameda City Council, along with an addendum to the Specific Plan that includes a summary of Planning Board and community comments, revisions and revised key graphics (if needed). An updated version of the PowerPoint presentation will also be provided.

TASK 4D. FINAL SPECIFIC PLAN

Resulting City Council feedback, combined with Planning Board comments (as accepted by the City Council), will be used to revise the document into an adopted Final Specific Plan. The Cultivate/ Urban Planning Partners team will incorporate the necessary text and graphic changes and produce the adopted Final Main Street Neighborhood Specific Plan.

Key Deliverables

- **Administrative Draft Final Draft Specific Plan (one electronic version)**
- **Final Draft Specific Plan (40 hard copies)**
- **Adopted Final Specific Plan (20 hard copies)**



505 17TH STREET
 2ND FLOOR
 OAKLAND, CA 94612
 510.251.8210
 WWW.UP-PARTNERS.COM

EXHIBIT B: CONSULTANT FEE

The Cultivate/Urban Planning Partners team will complete the work outlined in Exhibit A for the not-to-exceed amount of **\$256,292** without prior authorization. A breakdown of the fee per task and team member is provided below. We will invoice the work monthly and on a time-and-materials basis.

	URBAN PLANNING PARTNERS	Cultivate	CD+A	Page & Turnbull	BAE Urban Economics	SAGE	BRUCE FUJUKI	Team Total
Task 1. Understanding the Plan Area Today								
Subtotal for Task 1	\$ 8,170	\$ 4,650	\$ 5,410	\$ 2,360	\$ 8,525	1,980	1,050	32,145
Task 2. Identifying a Vision/Preferred Alternative								
Subtotal for Task 2	\$ 19,600	\$ 15,600	\$ 10,485	\$ -	\$ 10,590	990	6,300	63,565
Task 3. Preparing the Plan								
Subtotal for Task 3	\$ 44,020	\$ 49,780	\$ 10,125	\$ 10,800	\$ 5,900	2,310	2,275	125,210
Task 4. Finalizing the Plan								
Subtotal for Task 4	\$ 10,700	\$ 7,460	\$ 2,225	\$ -	\$ -	-	525	20,910
TOTAL LABOR ESTIMATE	\$ 82,490	\$ 77,490	\$ 28,245	\$ 13,160	\$ 25,015	\$ 5,280	\$ 10,150	\$ 241,830
TOTAL MISCELLANEOUS COSTS	\$ 12,500	\$ 1,662	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ 14,462
TOTAL ESTIMATED FEE	\$ 94,990	\$ 79,152	\$ 28,545	\$ 13,160	\$ 25,015	\$ 5,280	\$ 10,150	\$256,292

POLICY NUMBER: 6801467P93A ✓

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 1/14/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Alameda, Econ. Dev. Dif
Comm. Dev. Dept
2263 Santa Clara Ave, Rm 120
Alameda CA 94501

PROJECT/LOCATION OF COVERED OPERATIONS:

RE: Alameda Main Street Specific Plan

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):


The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

CITY OF ALAMEDA

Risk Management


Date 1-26-15
Lucretia Akil, City Risk Manager

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
 - e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM ✓
- TRUCKERS COVERAGE FORM

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

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

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

Endorsement Effective: 1/14/2015	Countersigned By: <i>Sandy Peters</i> (Authorized Representative)
Named Insured: Urban Planning Partners, Inc.	

SCHEDULE

Name of Person(s) or Organization(s): RE: Alameda Main Street Specific Plan
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

CITY OF ALAMEDA
Risk Management
LA
Date 1-26-15
Lucretia Akil, City Risk Manager