EBIX Insurance No. S200003902

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND MOORE IACOFANO GOLTSMAN, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Moore Iacofano Goltsman, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 17, 2018 and terminate on June 30, 2020.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eight hundred forty thousand five hundred dollars ($840,500), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's

expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. As regards claims arising from the performance of professional services covered by the Professional Liability or Errors and Omissions Insurance policy, Contractor agrees to hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a

defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising from, or alleged to arise from, a negligent act, error, omission or willful misconduct in the Services performed by Contractor pursuant to this Agreement.

B. As regards all other claims, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend below is not similarly limited.

C. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees set forth in Paragraph B above, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

D. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Planning Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at Planning@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Moore Iacofano Goltsman, Inc.
800 Heart Avenue
and by e-mail at ellief@migcom.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

BRIAN DOYLE
City Attorney

Dated: 8/23/2018

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

MOORE IACOFANO GOLTSMAN, INC.
a California corporation

Dated: 8/23/18
By (Signature):
Name: Chris Beynon
Title: Chief Development Officer
Principal Place of Business Address: 800 Hearst Avenue, Berkeley, CA 94710
Email Address: Chrisb@migcom.com
Telephone: (510) 845-7549
Fax: (510-845-8750

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Freedom Circle Specific Plan" dated June 2018, which is attached to this Exhibit A.

Freedom Circle Specific Plan
Scope of Work
REVISED June 2018

The revised scope of work identifies tasks and subtasks that will be completed jointly or in coordination with the concurrent Patrick Henry Drive Specific Plan project. These are marked with (*NOTE) throughout the scope, and the cost savings associated with these shared tasks are reflected in the project budget.

TASK 1: PROJECT INITIATION

TASK 1.1: KICK-OFF MEETING, SITE TOUR AND SCOPE REFINEMENT

**NOTE: The kick-off meeting and site tour will be held jointly with the Patrick Henry Drive project.*

To initiate the project, the MIG Team will hold a two-part kick-off meeting. The first hour of the meeting will include the project leadership, including MIG's Principal-in-Charge and Project Manager. This session will focus on a detailed review of the project scope, budget and assumptions as well as roles and communication protocols. The second half of this meeting will include additional City staff and MIG Team members and be structured to share information about the planning context, study area and community dynamics to develop a shared base of knowledge. We will also confirm overall expectations and desired project outcomes. This meeting will include a discussion about the composition and role of the Stakeholder Steering Group (SSG) and Technical Advisory Committee (TAC).

The MIG Team and City staff will also tour the Freedom Circle Future Focus Area (subsequently referred to as the "Plan Area"), as well as adjacent neighborhoods, to fully understand the area's planning and design parameters, connections to surrounding neighborhoods and roadways, mobility issues, character precedents, and other challenges and opportunities. MIG will photo-document the Plan Area. Upon discussion with City staff, property owners and/or other stakeholders may be invited to join the meeting and/or tour.

Following the kick-off meeting and Plan Area tour, MIG will provide a brief meeting summary and memo reflecting City staff input on the scope, budget and schedule. The City will approve the memo to ensure a shared understanding of project resources and expectations.

Task 1.1 Deliverables

- Kick-Off Meeting and Plan Area Tour materials: agenda, sign-in sheet, aerial base map, PowerPoint presentation, photo database and summary (Word/PDF/PPT/ JPG)
- Refined Work Program, Schedule and Budget memo (Word/Excel/PDF)

TASK 1.2: COMMUNITY ENGAGEMENT STRATEGY

**NOTE: The community engagement strategy will identify strategies and tactics that can be*

applied to both the Freedom Circle and Patrick Henry Drive projects.

Following project initiation, MIG will develop a comprehensive Community Engagement Strategy and Schedule. Based on information from the kick-off meeting and staff consultation, this document will outline the specific engagement approaches and tactics best suited to this effort. This document will identify outreach goals, key stakeholders and target audiences for the Specific Plan project, including preliminary membership of the TAC and SSG. The Strategy will identify community-based organizations and other partners who can help the City and MIG Team extend their reach into the diverse Santa Clara community.

MIG will outline roles and responsibilities of the consultant team, City staff, TAC and SSG and community partners as well as a preliminary schedule for specific meetings and events. City staff will be responsible for providing one round of comments to refine the overall Community Participation and Outreach Plan.

Task 1.2 Deliverables

- Draft and Final Community Engagement Strategy and Schedule Memo (approximately 6-10 pages; Word/PDF).
- NOTE: Specific engagement tasks and deliverables are integrated throughout the work plan and detailed in subsequent Tasks.
- NOTE: This scope of work does not assume any translation or interpretation costs.

TASK 1.3: PROJECT IDENTITY, TEMPLATES AND PUBLIC INFORMATION

**NOTE: The development of these materials will be coordinated closely with the Patrick Henry Drive Specific Plan project for efficiency and consistency.*

MIG's in-house graphic design staff will develop a project identity for all outreach materials. MIG will develop three draft project logo concepts and color schemes for City review. There will be two rounds of review and the City will provide consolidated comments for both, eventually selecting one final logo and color scheme. MIG will prepare the logo in electronic formats compatible with City graphic design standards.

MIG will then prepare a series of templates with the project identity and branding. The use of these templates will ensure a consistent look and feel for the Specific Plan materials and ensure products can be efficiently produced and updated. MIG will develop a suite of up to six templates that may include presentation slides, reports, postcards, and outreach flyer template to be used for the duration of the project. The specific set of materials will be confirmed in consultation with City staff before production.

MIG will also provide project content that can be adapted for multiple public education and outreach purposes. This will include narrative and graphics that describe the project background, overview, schedule and milestones. Materials can be used for the City's website, social media accounts, newsletters and shared with community and project partners. MIG will propose a set of materials, which will be confirmed with the City prior to development. These materials will be reviewed by City staff and revised before being shared with the public. MIG will

update these materials up to four times over the course of the project to ensure accurate, up-to-date information is available to the public.

Task 1.3 Deliverables

- Three draft concepts of project identity. Final logo color scheme and up to six templates (JPG/PDF/PPT/Word)
- Public information and website content; up to four revisions (Word)

TASK 2: PREREQUISITE STUDIES AND EXISTING CONDITIONS ANALYSIS

TASK 2.1: REVIEW POLICIES, REPORTS, PROGRAMS AND STUDIES

**NOTE: The collection and review of these materials will be coordinated closely with the Patrick Henry Drive Specific Plan project for efficiency and consistency.*

The MIG Team will develop a request for information for City staff and review the relevant background material provided by the City. This effort includes a thorough review and analysis of the City's General Plan, Zoning Code, and other data and documents such as traffic studies, existing infrastructure plans, and recent Focus Area Plans. The MIG Team will develop a thorough understanding of guiding policies, relevant projects, and primary issues and challenges to address during this process.

We will develop a Planning Context memo that outlines the policy and regulatory framework for the Freedom Circle Area Plan. The memo will provide input for the Vision Plan and include preliminary recommendations for Special Plan policies and regulations that will support the City's goals.

Task 2.1 Deliverables

- Request for information (Word/PDF)
- Draft and Final Planning Context Memo approximately ten pages with up to four graphics (Word/PDF)

TASK 2.2: DATA ANALYSIS AND BASE MAPPING

In parallel to Task 2.1, MIG will collect and review GIS data from the City, including existing land use, General Plan designations, zoning, existing building height, existing employment and other non-residential square footage per parcel, street centerlines, and county assessor data. Building footprint and height attributes are also desirable, if available. All information will be assumed to be accurate and up-to-date.

MIG, with City input and review, will develop a base map, template and ensure all maps have a uniform style, legend and title block. The MIG Team will prepare up to 10 existing conditions maps for use throughout the Specific Plan process. These maps will include existing conditions

information, such as land use, zoning, circulation, roadway hierarchy, and environmental information.

All GIS data and mapping prepared for the General Plan will be developed consistent with City protocols and data formats to ensure easy integration into the City's information system upon project completion. City staff will be responsible for providing GIS data, coordinating on formatting and meta-data protocols, and reviewing and providing feedback on the base maps. At the culmination of the project, MIG will provide the City with the GIS maps and associated files developed during the process.

Task 2.2 Deliverables

- Up to 10 Base and Existing Conditions Maps (GIS/ Illustrator/PDF)

TASK 2.3: PARKLAND STUDY

To ensure that future development of the Freedom Circle area supports Citywide goals for park land, MIG will evaluate the City's existing park and recreation inventory, General Plan goals and policies and other relevant documents or data. To gather additional insights and ideas, MIG will consult with Parks and Recreation staff via conference call. MIG will then develop a memo evaluating current measures and recommending new guidelines to ensure future residents of the Freedom Circle Plan Area have adequate access to parks and recreation while maintaining and contributing to the City's ratio of 2.53-3.00 acres per 1,000 residents.

Task 2.3 Deliverables

- Draft and Final Parkland Memo (Word/PDF)

TASK 2.4: INFRASTRUCTURE ASSESSMENT

**NOTE: The infrastructure data collection and analysis will be coordinated closely with the Patrick Henry Drive Specific Plan project for efficiency and consistency.*

BKF will develop a comprehensive infrastructure and utility assessment consistent with General Plan requirements. Specifically, BKF will review existing storm drain, wastewater, water, and recycled water maps, utility studies, and models (to be provided by the City and other relevant utility companies) and provide planning level descriptions with conceptual exhibits. We anticipate receiving at least a current assessment study for water, sewer and stormwater mains (based on BKF's recent experience in the development of the Lawrence Station Area Plan) for which we received updated models based on the provided data.

The utility maps will be based on the MIG project area base map template. Depending on information provided by the utility owners, BKF will identify pipe size and their approximate location and direction of flow (if available). BKF will also obtain existing dry utility maps

including electric, gas, and telecommunications for informational purposes.

Following the collection of this data, BKF will complete a site reconnaissance to confirm utilities are generally as shown on the provided base maps prior to preparing the Infrastructure and Utility Base Map. BKF staff will also meet with the City and utility providers to discuss any known existing capacity and condition issues. This task includes three (3) meetings (1 meeting with City engineers/public works personnel and 2 with other key agencies).

Based on the above tasks, BKF will assist the project team with an engineering-level analysis of the storm drain, wastewater, water, and recycled water utilities as well as a summary of available dry utility data. This analysis will indicate the existing utility framework that serves the area, along with a programmatic analysis of the perceived deficiencies and recommendations for reuse as part of the Specific Plan.

Task 2.4 Deliverables

- Draft and Revised Infrastructure Assessment Memo (Word/PDF) with exhibits for internal use (AutoCAD/Sketches/PDF)
- NOTE: Aerial topographic survey and field surveys are not included in this scope of work.

TASK 2.5: EVALUATION OF FISCAL HEALTH

**NOTE: A single fiscal health evaluation will be conducted for both the Patrick Henry Drive and Freedom Circle Specific Plans.*

To understand the overall fiscal health of the City, EPS will review historical trends and the current state of City finances to inform the planning process. Based on that information review, EPS will provide an overview of recent General Fund revenue and expenditure trends and how they affect the City's ability to provide public services and facilities to the respective Specific Plan areas.

The purpose of this effort is to inform project staff and advisors of the major fiscal challenges and opportunities that should be addressed during the Specific Plan process. Specifically, this task will consider the generalized fiscal impacts of various development types (e.g., various residential densities, retail or office) being considered within the Plan Area. This task does not compare the fiscal impacts of the land use alternatives, but addresses the general fiscal implications of land use decisions. Findings from this task will be summarized in a fiscal trends and issues memorandum.

Task 2.5 Deliverables

- Draft and Final Fiscal Trends and Issues Memo (one for both projects) (Word/PDF)

TASK 2.6: TRANSPORTATION CONTEXT

**NOTE: The transportation data collection and analysis will be coordinated closely with the Patrick Henry Drive Specific Plan project for efficiency and consistency.*

The purpose of this task is to describe the existing transportation system in the plan area (generally spanning the area north of Highway 101 bound by Calabazas Creek, Tasman Drive, and San Tomas Aquino Creek), identify already-planned improvements, and prepare an initial list of potential bicycle/pedestrian/transit improvements and transportation demand management (TDM) policies for the Transportation Vision of the area, which will incorporate General Plan pre-requisite policies. These tasks are further described below.

Hexagon will describe the existing transportation system in the plan area including roadways and bicycle/pedestrian/transit facilities. Existing operations of each transportation system component will be described based on available data. The operation of key intersections will be reported based on available traffic data obtained from recent traffic reports prepared for other nearby developments. Transit load data will be obtained from nearby transit providers (VTA and ACE). Existing pedestrian and bicycle facilities and transit stop amenities within walking distance (1/2 mile) of the site will be confirmed through field visits. In addition, Hexagon will document the City's current TDM policies and TDM requirements imposed on recently approved developments in the area.

Hexagon will review planning documents prepared by the City of Santa Clara, VTA, the Metropolitan Transportation Commission (MTC), and Caltrans, as well as previously prepared transportation impact analysis reports for the approved nearby development projects to identify already-planned transportation improvements.

Constraints related to pedestrian travel (e.g. sidewalk widths), transit capacity (transit vehicle capacity and platform waiting areas), bicycle facilities (bike paths/lanes, and bicycle parking at nearby rail stations) and site access (number and location of project driveways and/or new streets) will be considered to identify potential bicycle/pedestrian/transit improvements. Modifications to the City's current TDM policies that could support the plan area also will be described. A brief transportation context memo will be prepared to document existing conditions, near-term and cumulative constraints in the surrounding transportation network, and potential multimodal transportation improvements. The memo will be used to inform recommendations in the Vision Plan (Task 3).

Task 2.6 Deliverables

- Draft and Final Transportation Context Memo (one document for both projects) (Word/PDF)

Task 2.6 Deliverables

TASK 2.7: ENVIRONMENTAL CONTAMINATION INQUIRY

**NOTE: A single environmental contamination inquiry will be conducted for both the Patrick Henry Drive and Freedom Circle Specific Plans.*

Since the Specific Plan area includes light industrial uses, MIG will coordinate with EDR to conduct a search of hazardous waste conditions/sites in the Plan Area and provide a summary of findings.

Task 2.7 Deliverables

- Hazardous Materials Data Report (PDF)

TASK 2.8: JOBS/HOUSING BALANCE EVALUATION

MIG will evaluate the impacts of a potential land use change from employment to residential in Freedom Circle on the City's jobs/housing balance. We will calculate the number of housing units and square feet of commercial space that could be accommodated in the Freedom Circle area, making assumptions for the share of land dedicated to each, development density/ intensity, and number of jobs. From these figures, we will estimate the impact to the City's jobs/housing balance from potential buildout scenarios.

MIG will evaluate the City's General Plan goals and land use map to consider whether other industrial areas slated for conversion should be protected if the Freedom Circle land is converted to residential. These findings will be summarized in a memo to City staff (approximately 4-6 pages) and shared with the TAC, SSG and community for consideration.

Task 2.8 Deliverables

- Draft and Final Jobs/Housing Memo (approximately 4-6 pages) (Word/Excel/PDF)

TASK 2.9: SETTING AND OPPORTUNITIES SUMMARY

Building upon the work done in the preceding Task 2 Subtasks, MIG will prepare a highly visual, easy-to-read, and user-friendly summary of key findings and opportunities. This report will include narrative, mapping, site photographs, and other graphics as appropriate. It will be approximately 60-70 pages and be created in a PowerPoint format to provide easy online posting and viewing, and to facilitate presentations to multiple audiences. City staff will be responsible for reviewing the document and providing one consolidated set of City comments to the MIG Team. This summary will be presented at the first TAC and SSG meetings and community workshop to create a shared knowledge base amongst stakeholders and inform discussions about project vision and goals.

Task 2.9 Deliverables

- Draft and Final Setting and Opportunities Summary (60-70 pages) (PPT/PDF)

TASK 3: VISION PLAN

MIG will develop a Vision Plan that presents a coherent and compelling vision of the broader planning area, generally spanning the area north of Highway 101 bound by Calabazas Creek, Tasman Drive, and San Tomas Aquino Creek (hereafter referred to as the Vision Plan Area). The Vision Plan document will convey the City's desired future for this area to key decision-makers, business and property owners, employers and the development community. It will be a communication and coordination tool that will facilitate implementation of these multiple efforts.

**NOTE: This task will encompass both the Patrick Henry Drive and Freedom Circle Drive Specific Plan Areas and is included as a task in each. It is jointly funded by each project.*

TASK 3.1: DATA AND PLAN REVIEW

MIG will review any relevant data, studies, plans and reports that are relevant within the Vision Plan area to complement our understanding of the Freedom Circle plan area. This includes Master Plans, policies, regulations, community engagement findings and other applicable resources identified or provided by the City and Vision Plan Area stakeholders.

Task 3.1 Deliverable

- Vision Plan Context Memo highlighting key findings (approximately 3-5 pages) (Word/PDF)

TASK 3.2: STAKEHOLDER CONSULTATION

MIG will meet with individuals and/or small groups of stakeholders in the Vision Plan Area to understand the perspective of stakeholders, business and property owners that extend beyond the Specific Plan area. This task includes up to eight hours of in-person meetings with one MIG Team member.

Task 3.2 Deliverable

- Stakeholder interviews or focus groups (up to 8)
- Stakeholder Summary Memo highlighting key themes (Word/PDF)

TASK 3.3 VISION CHARRETTE

Building on the findings from Tasks 3.1 and 3.2, MIG will plan and facilitate an interactive charrette with City staff and area stakeholders to develop and refine an overarching vision for the Vision Plan Area and identify key urban design elements and other attributes. The group will discuss and identify potential identities (or "brands") for the broader area.

Task 3.3 Deliverables

- Draft and Final charrette materials: agenda, base maps, presentations and summary with photos and wallgraphic reduction (Word/PPT/PDF/JPG)

TASK 3.4 DRAFT VISION PLAN

MIG will develop a graphically-rich document that presents a coherent and compelling vision of the broader planning area, generally spanning the area north of Highway 101 bound by Calabazas Creek, Tasman Drive, and San Tomas Aquino Creek. The plan will describe and illustrate how the multiple plans in this area serve a single vision and contribute to a coherent sense of place.

The plan will present a vision and guiding principles, as well as concepts, diagrams and visualizations, as appropriate, for the broader planning area. It will include brief narrative and a series of plan-view diagrams illustrating open space, mobility and connectivity, land use, community amenities, and infrastructure concepts. Additional development proposals and catalytic site opportunities outside of the Specific Plan areas will also be explored, to provide the larger picture for how the sub-region may grow and evolve over the coming years.

The transportation context (Task 2.6) will be used to develop the transportation vision. Hexagon will review and comment on the Draft Vision Plan developed by MIG. The Draft Vision Plan will be reviewed by City staff and area stakeholders (if desired by the City). City staff will be responsible for reviewing the document and providing one consolidated set of City comments to the MIG Team.

Task 3.4 Deliverables

- Draft Vision Plan (approximately 20 pages) with up to 12 original graphics as well as precedent images (InDesign/Illustrator/PDF)

TASK 3.5 FINAL VISION PLAN

Based on one set of consolidated comments from City staff, MIG will finalize the Vision Plan.

Task 3.5 Deliverable

- Final Vision Plan (InDesign/Illustrator/PDF)

TASK 4: ALTERNATIVES DEVELOPMENT

TASK 4.1: COUNCIL/PLANNING COMMISSION STUDY SESSION #1

**NOTE: This and all Council and Commission meetings will be held jointly with the Patrick Henry Drive Specific Plan project.*

MIG will meet with the City Council and Planning Commission during a joint session to present and receive feedback on the prerequisite studies and Vision Plan. MIG will provide one staff person and a PowerPoint presentation for this session.

Task 4.1 Deliverables

- City Council and Planning Commission Study Session materials: agenda and presentation, brief summary (Word/PPT/PDF)

TASK 4.2: STAKEHOLDER STEERING GROUP #1

MIG will plan and facilitate the first of four Stakeholder Steering Group (SSG) Meetings to present the Setting and Opportunities Summary and collect input on existing conditions; Plan Area assets, challenges and opportunities; big ideas for the future of the Freedom Circle area; and strategies to best engage the Santa Clara community in the Planning Process.

For All SSG Meetings, MIG will prepare meeting agendas and materials for review by City staff as well as facilitate and record the meeting. This scope assumes the City will be responsible for meeting invitations and logistics and that SSG meetings will be held on the same days as the TAC meetings.

Task 4.2 Deliverables

- Draft and Final SSG Meetings and materials: agenda, sign-in sheet, presentations and summaries with wallgraphic reduction (Word/PPT/PDF/JPG)

TASK 4.3: COMMUNITY WORKSHOP #1: VISION

**NOTE: This and all community workshops will be held jointly with the Patrick Henry Drive Specific Plan project.*

MIG will plan and facilitate a dynamic community workshop to refine the vision for the Freedom Circle Plan Area. The agenda for this workshop will include a project introduction, summary of work to date, and facilitated small group discussions to refine an overall vision for the Plan Area. The project team will present the draft Vision and Goals for discussion with residents and other interested community members.

MIG, in coordination with City staff, will be responsible for developing content, printing materials, and facilitating each workshop. MIG will provide one facilitator and one graphic recorder for this workshop. City staff will be responsible for securing workshop locations, printing and distributing announcements, printing handouts and providing refreshments.

Task 4.3 Deliverables

- Draft and Final Visioning Community Workshop
- materials: agenda and comment cards (Word/PDF) and presentation (PPT/PDF) and up to six boards (Illustrator/ PDF)

TASK 4.4: DIGITAL DESIGN CHARRETTE

**NOTE: This digital design charrette will be held jointly with the Patrick Henry Drive project.*

Based on the input from the first round of community engagement, MIG will develop up to six "bubble diagram" concepts to establish the range of project alternatives. This discussion and exercise shall serve as a starting point for the development of draft plan alternatives. MIG will review and discuss these concepts in an online meeting with the City's project leaders and then use these three concepts as the basis for our Digital Design Charrette.

The MIG Digital Design Charrette will engage City staff to define and refine Plan Alternatives. At the discretion of the City, additional stakeholders may be included in this work session. MIG will use our own in-house Digital Design Charrette technology and methodology, which builds on proven charrette methods to explore design and planning scenarios with a set of digital tools that allow real-time response to new ideas, and numeric and three-dimensional analysis. As ideas take shape, our facilitation team will illustrate them on a computer that is projected to a large display.

The digital nature of this process allows concepts to be vetted against any number of base map layers at any scale; concepts to be copied/saved/modified quickly; numeric analysis such as length and area calculations at the click of a button. Designing in 3D allows the project team to gather more meaningful input earlier in the process.

Task 4.4 Deliverables

- Creation of the 3D model (SketchUp)
- Digital Design Charrette agenda, facilitation and summary with photos and graphics (Word/JPG/PDF)

TASK 4.5: PLAN ALTERNATIVES AND CONCEPT STUDY

Based on the outcomes of the Digital Design Charrette and input from City staff and stakeholders above, the MIG Team will develop up to three Plan Alternatives that will articulate distinct options for the future of the Plan Area. The Draft Alternatives will include descriptions

and illustrations of urban design, land use, density, connectivity, open spaces, community facilities and site design or re-use concepts.

MIG will submit an Administrative Draft Concept Alternatives Study to City staff for review. City staff will provide the MIG Team one set of consolidated comments on the draft study. The MIG Team will then prepare a public draft Concept Alternatives Study that reflects City staff comments. These materials will then be reviewed at the Technical Advisory Committee and Stakeholder Steering Group meetings and the community workshop in Task 5. The alternatives will be highly graphical and include descriptive text, a diagram and images (including photo simulations and sketches) and maps, tables, and graphics as appropriate.

The MIG team will provide a brief analysis of each alternative that includes a comparison of the relative strengths and weaknesses of each. The alternatives will be evaluated against the project goals and/or indicators developed earlier in the planning process and identify any major issues. Hexagon will assist MIG in this task by providing recommendations to the team regarding the multimodal access and circulation for up to three alternatives, including connectivity options for the Mission College Boulevard and Great America Parkway corridors. Hexagon will also evaluate the VMT per capita for up to three project alternatives to assess the potential transportation impacts of each alternative. BKF will provide high-level, qualitative input for the analysis and comparison of alternatives. EPS will conduct detailed fiscal and economic analyses as described in Tasks 4.6 and 4.7 below.

MIG will prepare a succinct and highly-visual Alternative Concept Study that will summarize each Alternative and describe its relative advantages and impacts. It is anticipated that this summary will be developed in InDesign and be approximately 40 pages in length. MIG will submit an Administrative Draft Concept Alternatives Study to City staff for review. City staff will provide the MIG Team one set of consolidated comments on the draft study. The MIG Team will then prepare a public draft Concept Alternatives Study that reflects City staff comments. These materials will then be reviewed at of the Technical Advisory Committee and Stakeholder Steering Group meetings and the community workshop in Task 5.

Task 4.5 Deliverables

- Up to three Plan Alternatives (InDesign/Illustrator/GIS/PDF)
- Administrative Draft Concept Alternatives Summary (InDesign/Illustrator/GIS)
- Public Draft Concept Alternatives Summary (InDesign/Illustrator/GIS)

TASK 4.6: FISCAL ANALYSIS OF LAND USE ALTERNATIVES

EPS will create a fiscal model to compare the impacts of various land use programs being considered for the Specific Plan on the City's General Fund budget at build-out. The fiscal analysis compares General Fund revenues generated through property tax, sales tax, transfer tax and other sources with the costs of providing urban services to the Specific Plan area. The analysis will be based on a review of the City's most recent budget and selected interviews with City staff related to any unique attributes of the Specific Plan area. The cost and revenue estimates will be presented in a format that clearly indicates the net fiscal impacts as a result of implementation of the Specific Plan. The research, analysis and conclusions of this technical work will be summarized in draft technical memoranda.

NOTE: The Patrick Henry Drive fiscal analysis will build on this work, including common assumptions related to per-unit costs and other baseline data.

Task 4.6 Deliverables

- Draft and Revised Draft Fiscal Analysis Memo (Word/ PDF)

TASK 4.7: ECONOMIC IMPACT ANALYSIS OF ALTERNATIVES

EPS will assess the primary economic impacts of two alternative land use programs within the Specific Plan areas (i.e., one for each or two combined alternatives). This analysis will consider both net changes in total jobs within the Specific Plan area from different land use mixes and employment densities as well as potential City-wide impacts. The City-wide impacts will consider the "spill-over" or indirect spending associated with various land uses (e.g. housing versus office) as well as market considerations and the likelihood the off-setting development will occur elsewhere in the City. If necessary, the analysis may utilize economic multipliers from an input-output (I/O) analysis that quantifies jobs, employee compensation, value added, output, and other key variables.

Task 4.7 Deliverables

Draft and Revised Draft Economic Impact Analysis Memo (Word/Excel/PDF)

TASK 5: PREFERRED ALTERNATIVE AND URBAN DESIGN, STREETSCAPE AND OPEN SPACE STANDARDS

TASK 5.1: TECHNICAL ADVISORY COMMITTEE MEETING #1

**NOTE: This and all TAC Meetings will be held jointly with the Patrick Henry Drive Specific Plan.*

MIG will plan and facilitate the first TAC meeting to present the Alternative Concept Study and collect input on the Plan Alternatives and direction on a Preferred Alternative. Input from this and other meetings (Tasks 5.2 and 5.3) will be used to select and refine the Preferred Alternative.

For all TAC Meetings, MIG will prepare meeting agendas and materials for review by City staff as well as facilitate and record the meeting. This scope assumes the City will be responsible for meeting invitations and logistics and that TAC meetings will be held on the same days as the Stakeholder Steering Group meetings.

Task 5.1 Deliverables

- Draft and Final TAC Meetings and materials: agenda, sign-in sheet, presentations and summaries with wallgraphic reduction (Word/PPT/PDF/JPG)

TASK 5.2: STAKEHOLDER STEERING GROUP MEETING #2

MIG will plan and facilitate the second SSG meeting to present the Alternative Concept Study and collect input on the Plan Alternatives and direction on a Preferred Alternative.

Task 5.2 Deliverables

- Draft and Final SSG Meeting and materials: agenda, sign-in sheet, presentations and summaries with wallgraphic reduction (Word/PPT/PDF/JPG)

TASK 5.3: COMMUNITY WORKSHOP #2: ALTERNATIVES

**NOTE: This and all community workshops will be held jointly with the Patrick Henry Drive Specific Plan project.*

MIG will plan and facilitate a community workshop to help select the Preferred Alternative for the Freedom Circle Specific Plan. The agenda for this workshop will include presentation of Alternative Concept Study and interactive exercises to provide feedback on the three Plan Alternatives.
MIG will provide one facilitator and one graphic recorder for this workshop, and one team member from Hexagon will attend.

Task 5.3 Deliverables

- Draft and Final Visioning Community Workshop materials: agenda and comment cards (Word/PDF) and presentation (PPT/PDF) and summary (Word/JPG/PDF)

TASK 5.4: PREFERRED ALTERNATIVE

Following Tasks 5.1-5.3, MIG will hold an in-person work session with City staff to review input received on the Plan Alternatives, select a Preferred Alternative, and identify any needed changes to the Preferred Alternative. MIG will use this work session to confirm direction on the Urban Design, Streetscape and Open Space Standards (Task 5.5).

Hexagon will provide recommendations to the team regarding access and circulation for the Preferred Alternative, including multi-modal connectivity to existing roadways, transit, bikeways, trails, and open spaces and areas to accommodate transportation network companies (e.g., Uber and Lyft) and private shuttles. Hexagon also will make recommendations on Transportation Demand Management (TDM) strategies and a TDM monitoring program to reduce impacts of vehicular traffic on the project area. The MIG Team will then revise the Preferred Alternative to serve as the basis for the Specific Plan. MIG will create a large-format Preferred Alternative for staff and stakeholder review.

Task 5.4 Deliverables

- Draft and Final Preferred Alternative Graphic (Illustrator/ PDF)

TASK 5.5: URBAN DESIGN, STREETSCAPE AND OPEN SPACE STANDARDS

**NOTE: The MIG Team will develop design guidelines that are applicable to both the Patrick Henry Drive and the Freedom Circle Specific Plans as well as those that are tailored to each project area.*

The MIG Team will prepare a set of design guidelines and standards that clearly articulate a vision for future public and private improvements in the Plan Area. The guidelines and standards will rely heavily on images, renderings and sketches to convey desired outcomes and required elements. Clear guidance and illustrative examples will be provided for the following topics.

Open Space

Building on our parkland analysis and recommendations in Task 2, MIG will develop an open space framework that identifies the locations and amount of public and private open spaces recommended to serve new development. MIG will create and illustrate design guidelines and standards for public and privately-owned open spaces in the study area, including a focus on the interface of private developments (buildings) with the public realm. We will include strategies for programming and activating open spaces. MIG, with support from EPS, will identify potential tools for equitably sharing the costs of acquiring, designing and developing open spaces throughout the Plan Area.

Urban Design and Architecture

MIG will develop design guidelines for buildings in the Plan Area to ensure that they meet desired architectural standards and a meaningful interface with the public realm. This will include direction on height, massing, façade articulation, setbacks and other considerations that support the desired qualities of development in the Plan Area. MIG will develop up to two prototypes of new development that can be easily adapted by developers, contractors and business owners. The prototypes will focus on high-density mixed-use or residential products, consistent with the Preferred Alternative.

Streetscape and Circulation

MIG, supported by Hexagon, will develop design standards and guidelines, including street sections, for the streets within the Plan Area. The street cross-sections will be designed to accommodate the anticipated traffic volume. The design standards will be developed based on street type and function for multi-modal users (pedestrians, bicyclists, buses, automobiles and trucks). The street standards will fit the context of the Plan Area to support project goals such as reduced vehicular speed, transit access and bicycle and pedestrian safety. Standards will address design guidance for street trees, landscaping and lighting; crosswalks, pedestrian and bicycle paths and transit stops; utility equipment; and opportunities for public art and placemaking.

City staff will provide the MIG Team one set of consolidated comments on the administrative draft guidelines. The MIG Team will then prepare a revised draft for TAC, SSG and Planning Commission/Council review. These will ultimately be incorporated into the Draft Specific Plan.

Task 5.5 Deliverables

- Draft and Final Open Space Framework (Word/ Illustrator/PDF)
- Administrative Draft Design Guidelines (Word/JPEG/ Photoshop/Sketch-up/PDF)
- Revised Draft Design Guidelines (InDesign/JPEG/ Photoshop/Sketch-up/PDF)

TASK 5.6: TECHNICAL ADVISORY COMMITTEE MEETING #2

**NOTE: This and all TAC Meetings will be held jointly with the Patrick Henry Drive Specific Plan.*

MIG will plan and facilitate the second TAC meeting to present and collect feedback on the Preferred Alternative and Standards. Input from this and other meetings (Task 5.2 and 5.3) will be used to select and refine the Alternative and develop the Draft Plan.

Task 5.6 Deliverables

- Draft and Final TAC Meetings and materials: agenda, sign-in sheet, presentations and summaries with wallgraphic reduction (Word/PPT/PDF/JPG)

TASK 5.7: STAKEHOLDER STEERING GROUP MEETING #3

MIG will plan and facilitate the third SSG meeting to present and collect feedback on the Preferred Alternative and Standards.

Task 5.7 Deliverables

- Draft and Final SSG Meetings and materials: agenda, sign-in sheet, presentations and summaries with
- wallgraphic reduction (Word/PPT/PDF/JPG)

TASK 5.8: PLANNING COMMISSION AND CITY COUNCIL STUDY SESSION #2

**NOTE: This and all Council / Commission Meetings will be held jointly with the Patrick Henry Drive Specific Plan.*

MIG will meet with the City Council and Planning Commission in a joint study session to provide a project update and present the Preferred Alternative and stakeholder input. MIG will facilitate

a discussion with the City Council and Planning Commission to confirm direction before developing the Draft Specific Plan.

Task 5.8 Deliverables

- City Council and Planning Commission Study Session materials: agenda and presentation, brief summary (Word/PPT/PDF)

TASK 6: INFRASTRUCTURE DEVELOPMENT PLAN, BUDGET AND FINANCING STRATEGY

**NOTE: The Infrastructure financing and development strategies in Tasks 6.1 and 6.2 will be developed in coordination with the Patrick Henry Drive Specific Plan project to ensure consistency and efficiency. They will include strategies that apply to both plan areas. Common financial assumptions (i.e., average rents and prices) will apply to both.*

TASK 6.1: INFRASTRUCTURE DEVELOPMENT PLAN AND BUDGET

The MIG Team will develop an infrastructure development budget and financing strategy to support implementation of the land use and circulation system design standards of the Preferred Alternative. BKF will determine the infrastructure necessary to support the land uses and improvements identified in the Area Plan. This includes an analysis of the storm drain, wastewater, water, and recycled water utilities.

The analysis will indicate the future studies needed to verify the capacity and integrity of the utility systems. A rough order-of-magnitude budget for utility improvements and associated work will be included to support the financing strategy. BKF will also identify options available for the implementation of stormwater quality improvements. We will review the City's existing stormwater treatment tools and identify recommendations best suited to the preferred alternative.

Task 6.1 Deliverables

- Draft and Revised Infrastructure Plan and Budget (Word/PDF)

TASK 6.2: FINANCING STRATEGY

EPS will work with MIG and BKF to develop an infrastructure financing strategy for the Specific Plan. Team members will identify public improvements and preliminary phasing schemes for the proposed Specific Plan along with concept-level cost estimates. EPS will detail sources and uses of funds for public improvements in the Specific Plan, considering the financial capacity of proposed development. The financing strategy will address the following key issues:

Development Financial Feasibility

EPS will evaluate the impact of the infrastructure cost burdens on the overall financial feasibility of the private development components of the Specific Plan. This analysis will be based on

information regarding the estimates of finished real estate values for private development. EPS will also consider equitable cost allocation methodologies that ensure cost burdens are feasible based upon industry standards.

Financing Mechanisms and Resources

EPS will assemble existing information on available City financial resources and programs, such as fees, dedications and exactions, pending bond issues and evaluate their applicability to the Freedom Circle Specific Plan Area. This review will be conducted in light of any specific financing constraints or requirements including affordable housing mitigation requirements, off site development impact fees, and any limitations on revenue generated from publicly owned land. To the extent that existing tools are unable to finance improvements and related maintenance costs, a variety of other financing mechanisms will be considered. These may include, but not be limited to: special assessments and taxes (e.g., Mello-Roos community facilities districts, landscaping and lighting districts); certificates of participation (COP); Specific Plan fees; available government grants and aid, including potential State, County, and Federal sources; private contributions and donations, and voter-approved debt or tax increases.

The selection of financing mechanisms for the Specific Plan will be made in consultation with City staff and based upon financing principles, statutory and legal considerations, and industry standards; commitments regarding the availability of public sector funding; and negotiation-based preferences of stakeholders.

Task 6.2 Deliverables

- Draft and Revised Infrastructure Financing Strategy (Word/PDF)

TASK 7: IMPLEMENTATION PLAN

**NOTE: The implementation strategies in Tasks 7.1 and 7.2 will be developed in coordination with the Patrick Henry Drive Specific Plan project to ensure consistency and efficiency and include strategies that apply to both plan areas.*

TASK 7.1: IMPLEMENTATION ACTION PLAN

Based upon the information prepared during earlier tasks, MIG and EPS will develop a comprehensive Implementation Action Plan. Overall economic feasibility and "build-ability" will be paramount, as the Specific Plan should result in real change to the Plan Area in the near term. In concert with the evaluation of financing mechanisms in Task 6, the consultant team will prepare a preliminary phasing strategy for real estate development and infrastructure construction. The phasing strategy will be based on a number of factors, including market considerations, funding opportunities, and public policy objectives. EPS will also integrate the preferred alternative into its financial model to test the impact of project feasibility. EPS will provide narrative description of the financing strategy for inclusion in the Specific Plan document.

The Action Plan will also provide detailed guidance for City staff to guide development in the

Plan Area, including Zoning Code and General Plan updates. It will incorporate near- and long-term strategies for streetscape improvements; roles and responsibilities of the public and private sectors; financial incentives and programs; infrastructure needs and requirements; and targeted land assemblage, development and financing strategies for key parcels. The strategies will be drafted in a matrix format (outlining strategies, roles and responsibilities, initial costs, and funding mechanisms) of approximately five to ten pages.

Task 7.1 Deliverables

- Draft and Revised Implementation Action Plan (Word/ Excel/PDF)

TASK 7.2: TECHNICAL ADVISORY COMMITTEE (TAC) MEETING #3

**NOTE: This and all TAC Meetings will be held jointly with the Patrick Henry Drive Specific Plan.*

MIG will plan and facilitate a TAC meeting to present and collect feedback on the Revised Infrastructure Plan and Budget, Financing Strategy and Implementation Action Plan. Staff and agency input collected at this session will be used to revise these plan elements before preparation of the Administrative Draft Plan.

Task 7.2 Deliverables

- Draft and Final TAC Meetings and materials: agenda, sign-in sheet, presentations and summaries with wallgraphic reduction (Word/PPT/PDF/JPG)

TASK 8: PREPARATION OF THE FOCUS AREA PLAN

The Freedom Circle Specific Plan documents will clearly and concisely convey the desired vision and build-out of the Focus Area. All Plan documents will be written so that they can be easily accessed and understood not only by government officials, property owners and land developers, but by community residents and local business owners. Wherever possible, we will rely on illustrative examples rather than text to convey key concepts, so that these can easily be adapted and reflected in future development.

TASK 8.1: TRANSPORTATION POLICIES AND RECOMMENDATIONS

**NOTE: The team will identify policies and programs that apply to both the Freedom Circle and Patrick Henry Drive plan areas.*

Hexagon will assist the project team in the development of the transportation-related Specific Plan policies and standards. They will be focused on creating a pedestrian and bicycle friendly environment to increase comfort and safety and will include an emphasis on direct access to nearby transit, the ACE station, and the San Tomas Aquino Creek Trail. These policies and standards will be consistent with the Vision Plan and will directly inform the Draft Specific Plan transportation policies prepared by the MIG Team (Task 8.3). Specific Plan policies and standards related to transportation will address the following subject areas:

Transit Access, Bicycle and Pedestrian and Vehicle Circulation

Specific Plan policies and standards will emphasize the need for a multi-modal transportation network within the plan area including convenient transit access, facilities and programs to promote active transportation modes, and roadways that provide efficient circulation for all users.

Transportation Demand Management (TDM)

The Specific Plan will establish TDM goals applicable to the Plan Area. Policies will outline requirements for the implementation of TDM measures most likely to be effective based on the specific land uses envisioned in the Plan area. TDM Plan monitoring and reporting requirements will be established.

Parking

The Specific Plan will set forth parking ratios for the land uses envisioned in the Plan area. The parking standards will be designed to be supportive of the need to reduce single-occupant vehicle trips and will reflect the changing transportation environment. Specific Plan policies will encourage the use of parking management strategies within mixed-use environments to ensure the efficient use of parking resources and to discourage parking intrusion beyond the Plan area.

Task 8.1 Deliverables

- Draft and Final Transportation Policies and Standards Memorandum (one document for both projects) (Word/ Excel/PDF)

TASK 8.2: REVISED FISCAL ANALYSIS OF PREFERRED ALTERNATIVE

If needed, EPS will revise the fiscal impact analysis developed in Task 4.6 to account for any revisions to the Preferred Alternative following consultation with City staff, the TAC, SSG and Planning Commission and City Council.

Task 8.2 Deliverables

- Revised Fiscal Analysis Memo (Word/Excel/PDF)

TASK 8.3: ADMINISTRATIVE DRAFT SPECIFIC PLAN

The MIG Team will develop a Specific Plan that details a compelling vision for the future of the Plan Area along with a clear, realistic set of actions for implementation. The Draft Specific Plan will meet all State Specific Plan content requirements and address the unique conditions and needs of the Freedom Circle Area. The Plan will include comprehensive narrative and supporting illustrations and graphics that outline a compelling vision and roadmap for the future. It will be focused on implementation, and will include clear steps necessary to create positive change in the Plan Area.

Before developing the Administrative Draft, MIG will develop a detailed Plan Outline for review by City staff. This will ensure the Administrative Draft addresses all required and desired plan

components.

Anticipated plan chapters and content include:

Introduction and Planning Process

Description of the planning process and how community and stakeholder input was collected and integrated into plan concepts.

Land Use and Housing

Description of land use designations, including a total number of residential units and a range of densities. This chapter will include square footage of non-residential, mixed-use, and employment-generating land uses as well as population and job projections.

Transportation and Parking

Description of multi- modal circulation network including new roadways and paths. Parking management strategies, TOD parking ratios and TDM measures and monitoring program.

Transit Access and Connectivity

Description of accessible multi-modal connections to existing and planned public transit, including the Tasman Drive light rail stations.

Design and Streetscape Standards

Policies and standards for pedestrian-friendly design and comfort and safety.

Public Realm Improvements

Standards to enhance overall livability of the area including placemaking and streetscape strategies.

Infrastructure and Public Services

Description of public services and infrastructure needed to implement the Plan, including coordination with plans for the properties north of the Plan Area.

Open Space Plan

Description of public and private open space plans and policies, including coordination with plans for the properties north of the Plan Area.

Implementation Plan

Actions and strategies for plan implementation, including timelines and phasing. Includes planning-level cost estimates for infrastructure and likely effects on the City's budget.

Hexagon will review and comment on the Administrative Draft Specific Plan sections related to transportation, parking, transit access, and street design prepared by MIG. The Administrative Draft will be in Word format, with graphics attached and referenced in a PDF file. City staff will provide the MIG Team with one set of consolidated edits.

Task 8.3 Deliverables

- Administrative Draft Specific Plan approximately 100 pages with 25 pages of PDF exhibits (Word/PDF)

TASK 8.4: SCREENCHECK AND PUBLIC REVIEW DRAFT SPECIFIC PLAN

MIG will develop an InDesign template with sample illustrations for City review and comment. Following review by City staff, the MIG Team will produce a Screencheck Draft Specific Plan. This draft will be formatted in InDesign and include narrative, photos, precedent images, diagrams and sketches/photo- simulations to illustrate the proposed improvements to the Plan Area. City staff will review the Screencheck Draft Plan and provide the MIG Team with one set of consolidated edits. MIG will then prepare a Public Review Draft Specific Plan. This draft will be presented to the TAC, SSG, Planning Commission, City Council and community at large.

Task 8.4 Deliverables

- InDesign Template (InDesign/PDF)
- Screencheck Draft Specific Plan (InDesign/JPG/GIS/ PDF)
- Public Review Draft Specific Plan (InDesign/JPG/GIS/ PDF)

TASK 8.5: TECHNICAL ADVISORY COMMITTEE MEETING #4

**NOTE: This and all TAC Meetings will be held jointly with the Patrick Henry Drive Specific Plan.*

MIG will plan and facilitate a final TAC meeting to present and collect feedback on Draft Specific Plan.

Task 8.5 Deliverables

- Draft and Final TAC Meetings and materials: agenda, sign-in sheet, presentations and summaries with wallgraphic reduction (Word/PPT/PDF/JPG)

TASK 8.6: STAKEHOLDER STEERING GROUP MEETING #4

MIG will plan and facilitate a final SSG meeting to present and collect feedback on Draft Specific Plan.

Task 8.6 Deliverables

- Draft and Final SSG Meetings and materials: agenda, sign-in sheet, presentations and

summaries with wallgraphic reduction (Word/PPT/PDF/JPG)

TASK 8.7: COMMUNITY WORKSHOP #3: DRAFT PLAN

**NOTE: This and all community workshops will be held jointly with the Patrick Henry Drive Specific Plan.*

MIG will plan and staff a citywide open house on the Public Review Draft Specific Plan. The MIG Team will provide a brief introduction and plan overview and be available to answer questions about the project and the major components of the plan. This will provide an opportunity for the public to provide feedback on the draft Specific Plan, including the policies, programs and implementation plan. MIG will prepare large "boards" that summarize new policy concepts and major improvements.

Task 8.7 Deliverables

- Community Open House materials: agenda and comment cards (Word/PDF) and, presentation (PPT/ PDF) and up to twelve (12) 42x60' posters (InDesign/ PDF)

TASK 8.8: CITY COUNCIL AND PLANNING COMMISSION STUDY SESSION #3

**NOTE: This and all Council and Commission study sessions will be held jointly with the Patrick Henry Drive Specific Plan.*

MIG will meet with the City Council and Planning Commission in a joint study session to provide a project update, discuss the draft Specific Plan, and describe community input received. MIG will facilitate a discussion with the City Council and Planning Commission to confirm any revisions to the draft Specific Plan. The culmination of this meeting will be direction on a revised Specific Plan.

Task 8.8 Deliverables

- City Council and Planning Commission Study Session materials: agenda and presentation, brief summary (Word/PPT/PDF)

TASK 8.9: FINAL DRAFT SPECIFIC PLAN

Following Tasks 8.3-8.6, MIG will hold an in-person meeting with City staff to review input received on the Draft Plan and confirm direction for the Final Draft Specific Plan. MIG will provide a list of revisions for City review. At this time, MIG and the City will collaborate to identify amendments required for Plan implementation for review with staff, Planning Commission and City Council. MIG will develop the Final Draft Specific Plan for Commission and Council hearings.

Task 8.9 Deliverables

- List of plan revisions (Word/PDF)
- Amendments for plan implementation (Word/PDF)
- Final Draft Specific Plan (InDesign/Illustrator/PDF)

TASK 9: PREPARATION OF PROGRAM/PROJECT EIR

TASK 9.1: INITIAL STUDY, NOTICE OF PREPARATION AND SCOPING MEETING

MIG's in-house environmental planning team will complete an Initial Study (IS) checklist and narrative (based on CEQA Guidelines Appendix G) to appropriately focus the topical contents of the Specific Plan's Environmental Impact Report (EIR). Those "focus topics" determined to have a "potentially significant impact" on the environment will then be further analyzed during development of the Draft EIR and refinement of the Specific Plan, with associated mitigation measures closely linked to Specific Plan strategies, development standards, and recommended improvements. MIG will also prepare the EIR Notice of Preparation (NOP) to attach to the IS, and will attend one CEQA-required EIR scoping session with responsible/interested agencies and members of the public. City staff will be responsible for reviewing and approving the NOP/IS, compiling the mailing list (with MIG assistance), and distributing the NOP/IS to responsible and interested agencies. As a viable option under CEQA, the City does not need to prepare an entire Appendix G checklist once the City has decided that an EIR is the required CEQA document.

Task 9.1 Deliverables

- Draft Initial Study and NOP (Word/PDF)

TASK 9.2: TRANSPORTATION IMPACT ANALYSIS

**NOTE: Hexagon will prepare a single Transportation Impact Analysis (TIA) that evaluates the potential impacts of development as set forth in both the Freedom Circle and Patrick Henry Drive Specific Plans. This will include one set of intersection counts and a single existing conditions traffic analysis, one set of forecasted volumes and intersection LOS calculations for cumulative no project and cumulative plus project conditions and a single TIA report.*

The purpose of the traffic impact analysis (TIA) is to satisfy the requirements of the City of Santa Clara and the Congestion Management Program (CMP) of the Santa Clara Valley Transportation Authority (VTA). The study will determine the traffic impacts of the proposed Plan Area development on key intersections in the vicinity of the site during weekday AM and PM peak hours. The study area will be determined based on the VTA's travel demand forecast model. Preliminarily, we estimate that the TIA will include the analysis of up to 50 intersections, 40 freeway segments, and 25 freeway ramps. Additional study intersections, freeway segments or ramps will require authorization and additional budget.

The VTA travel demand model will be used to develop traffic forecasts for city streets and freeways, project trips, public transit ridership, and VMT. It is assumed that the model's land use and transportation network inputs will be refined under a separate contract for the proposed Kylli mixed-use development. If the Kylli project is cancelled or delayed, additional services would be required to refine the model as part of this contract.

The tasks to be included in the traffic analysis are:

Site Reconnaissance

The physical characteristics of the site and the surrounding roadway network will be reviewed to identify existing roadway cross-sections, intersection lane configurations, traffic control devices, and surrounding land uses.

Observation of Existing Traffic Conditions in the Study Area

Existing traffic conditions will be observed in the field in order to identify any operational deficiencies and to confirm the accuracy of calculated levels of service. Freeway ramps will be observed for queuing.

Data Collection

Existing weekday AM (7:00 – 9:00 AM) and PM (4:00 – 6:00 PM) peak-hour traffic volumes will be obtained from the City of Santa Clara, and traffic reports recently prepared for other nearby projects. New manual peak-hour turning movement counts will be conducted at locations where the available count data is outdated (more than two years old). It is assumed that 30 intersections will need to be counted. PM peak-hour counts for CMP intersections will be obtained from the CMP database. Freeway segment traffic counts will be obtained from the latest Congestion Management Program (CMP) monitoring report. Freeway ramp volumes will be obtained from Caltrans and supplemented with new manual peak-hour counts, if necessary. Freeway ramp queues and metering rates will be counted in the field.

Evaluation of Existing Conditions

Existing traffic conditions will be evaluated based on existing traffic volumes at the study intersections. The existing traffic conditions at the key study intersections will be evaluated using the TRAFFIX software, which employs the 2000 Highway Capacity Manual (HCM) methodology for intersection analyses and is the designated level of service methodology for the City of Santa Clara.

EVALUATION OF EXISTING PLUS PROJECT CONDITIONS

Intersection levels of service under existing plus project conditions will be evaluated using the TRAFFIX software. Project trip generation will be determined based on ITE trip rates with appropriate reductions for internalization and usage of alternative modes. Intersection level of service calculations will be conducted to estimate existing plus project traffic conditions during the AM and PM peak hours with buildout of the Master Community Plan. Trip distribution and assignment for the project will be determined with the VTA travel demand forecasting model.

Intersection impacts associated with the development of the proposed project will be evaluated relative to existing conditions.

Evaluation of Background Conditions

Background traffic volumes will be determined by adding traffic from approved projects in the area. Lists of approved projects will be obtained from Santa Clara, San Jose, Sunnyvale, and Cupertino. Hexagon will determine the amount of traffic generated by the approved projects and will assign it to the study intersections using logical distribution and assignment assumptions. Intersection levels of service under background conditions will be evaluated using the City methodology.

Evaluation of Background Plus Project Conditions

Background plus project traffic forecasts will be developed under two scenarios to reflect the full buildout of each Plan Area by itself. Intersection levels of service under two background plus project scenarios (one for each Specific Plan) will be evaluated using the TRAFFIX software. Intersection level of service calculations will be conducted to estimate background plus project traffic conditions during the AM and PM peak hours upon buildout of the Plan Area. Intersection impacts associated with the buildout of each Plan Area will be evaluated relative to background conditions.

Freeway Segment and Ramp Analysis

Project trips will be assigned to freeway segments and ramps in accordance with the trip distribution patterns determined from the model. The number of trips on nearby freeway segments will be compared to the CMP's threshold for determining the need for freeway level of service analysis. Freeway segments that require a level of service analysis will be analyzed for the AM and PM peak hours as required by the CMP guidelines. Freeway ramps will be evaluated based on volume-to-capacity ratios for queuing. The results of this task will be documented in the traffic study.

Site Access, On-Site Circulation and Parking

The internal roadways and site driveways depicted in each Specific Plan will be reviewed to determine the overall adequacy of the site access and on-site circulation in accordance with generally accepted traffic engineering standards and to identify any access or circulation issues that should be improved. An analysis of vehicle operations and queuing and pedestrian safety on the site will be included in the traffic study. The parking demand ratios set forth in each Specific Plan will be compared to ITE's published nationwide parking survey data, and available local parking survey data. The analysis will consider the reduction in parking demand associated with the selected TDM strategies as well as creative parking solutions, such as shared parking to confirm the proposed parking ratios will ensure sufficient parking to fulfill the anticipated demand.

Signal Warrant Analysis

The need for future signalization of unsignalized study intersections will be evaluated on the basis of the Peak Hour Warrant (Warrant 3 – Part B) in the California Manual on Uniform Traffic

Control Devices. The warrant will be evaluated using peak-hour volumes for all study scenarios.

Evaluation of Vehicle Queuing

For selected locations where the buildout of the Plan Area would add a significant number of left-turning vehicles, the adequacy of existing/planned storage at turn pockets will be assessed by means of comparison with expected maximum vehicle queues. Vehicle queues will be estimated using a Poisson probability distribution. It is anticipated that up to 30 intersections will be analyzed for queuing.

Bicycle, Pedestrian, and Transit Facilities

A qualitative analysis of the project's effect on bicycle and pedestrian circulation in the study area will be included in the traffic report. Any impacts of the project on the nearby facilities will be identified and improvements recommended to mitigate the impacts. The project's effects on transit facilities will include an analysis of transit route capacity, rail station platform passenger capacity, and transit vehicle travel times.

Evaluation of Cumulative Conditions

Cumulative traffic volumes without and with buildout of both the Patrick Henry and Freedom Circle Specific Plans will be estimated using the VTA travel demand model. Cumulative conditions will reflect future development (City Place and other pending development) and transportation improvements anticipated to occur by the year 2040. Intersection level of service calculations will be performed to evaluate cumulative conditions both without and with the buildout of both Specific Plans.

Description of Impacts and Recommendations

Based on the results of the level of service calculations, impacts of the site-generated traffic will be identified and described. Recommendations will be formulated that identify the locations and types of improvements or modifications necessary to mitigate significant near-term or long-range project impacts. Improvements could include street widenings, lane additions, changes in lane usage, modifications to existing traffic signals, installation of new traffic signals, or improvements to pedestrian, bicycle, or transit facilities.

Mitigation Measures

Hexagon will identify any significant project and cumulative impacts and recommend mitigation measures for these. The anticipated improvements to be identified by Hexagon and are likely to include minor intersection improvements, lane additions, re-striping, intersection operations, signal timing, phasing, etc. Based on the recommendations in the TIA, MIG will develop conceptual layouts for up to 12 sites. BKF will review the plan, provide comments, and upon reaching an agreement on the improvements, BKF will start the planning-level cost estimate pertinent to such improvements.

Planning-Level Cost Estimates

BKF will provide planning-level cost estimates for mitigation measures (improvements) required for the Patrick Henry and Freedom Circle Area Specific Plans. The cost estimate will be based on the concepts and descriptions provided to us and will be separated based on each specific

plan area (scope of work for each area). This task assumes coordination with the transportation consultant and the City and two iterations with minor modifications. It includes take-offs.

Fair-Share Calculations for Impacted Intersections

Using up to two fair-share methods, Hexagon will prepare fair share calculations for the impacted intersections under Existing with Project Conditions, Background with Project Conditions, and Cumulative with Project Conditions. These fair share calculations will be prepared for the Freedom Circle Specific Plan, the Patrick Henry Specific Plan and both Specific Plans combined (nine total impact scenarios) and documented in an excel spreadsheet for City staff use.

Reports

Hexagon's findings and recommendations will be summarized in an administrative draft report. Following review and comment on the administrative draft by MIG and the City, a draft report will be submitted. Hexagon will prepare a final report that addresses all of the comments received from the environmental consultant and City of Santa Clara staff on the draft transportation report.

TASK 9.3: ESTIMATE VEHICLE MILES TRAVELED

Hexagon will prepare vehicle miles traveled (VMT) estimates for use in air quality modeling for greenhouse gas (GHG) emissions analysis for the environmental document. The VMT estimates will be prepared for no-project, the Patrick Henry Drive Specific Plan, Freedom Circle Specific Plan, and both Specific Plans combined. These estimates would be used to estimate greenhouse GHG emissions by another consultant. The VMT associated with buildout of the Plan Area(s) will be estimated using the VTA travel forecast model. The model inputs will reflect internalization of project trips, transit reductions, and proposed TDM measures. The total VMT will be divided by the Plan Area's employment and residents to calculate the VMT per capita. The Plan Area's VMT per capita will be compared to the countywide average VMT per capita data also estimated using the VTA model.

Senate Bill 743 Coordination

As a result of SB 743, VMT will replace level of service (LOS) as a CEQA significance criterion by January 1, 2020. This scope retains level of service analyses as this study is being conducted during the transition period. This scope of work includes 12 hours of staff time for preliminary discussions regarding the selection of VMT thresholds and calculation methods.

Task 9.3 Deliverables

- VMT Estimates for Patrick Henry Drive Specific Plan, Freedom Circle Specific Plan, and both Specific Plans combined will be documented in the transportation analysis report (Word/Excel/PDF)

TASK 9.4: EVALUATE PROJECT ALTERNATIVES

Hexagon will estimate the project trip generation for up to three project alternatives to be evaluated in the Draft EIR. A qualitative assessment of potential impacts associated with each alternative will be conducted based on a comparison of the trips generated by each alternative versus the proposed project.

Task 9.4 Deliverables

- Vehicle Trip Generation estimates for up to three scenarios (Word/Excel/PDF)

TASK 9.5: DRAFT ENVIRONMENTAL IMPACT REPORT (EIR)

**NOTE: The Draft EIR will be prepared in coordination with the Patrick Henry Drive Specific Plain DEIR. This will include one database search and existing conditions assessments for both projects; the concurrent development of project descriptions and identification of impact findings that apply to both Plan Areas.*

The MIG Team will develop a Draft EIR that considers all aspects of Specific Plan implementation to streamline both future entitlements and CEQA work. Mitigations will be developed through close coordination with Specific Plan strategies and development standards, integration of uniformly applicable development standards (CEQA section 15183 - Projects Consistent with a Community Plan or Zoning), and application of compatible and feasible mitigation measures from recent projects (such as the Transit Corridors Plan EIR). In turn, the evaluation of focus topics in the Draft EIR will not necessarily result in significant environmental impacts but instead will identify how these proactive measures will avoid or reduce potential impacts to less-than-significant levels, without the need for additional mitigation. Similarly, feasible mitigation measures will be written to be incorporated directly into the Freedom Circle Specific Plan as development standards. This integration of the Specific Plan and EIR will prepare the City for CEQA streamlining of more detailed, future development proposals in the Plan Area.

This task will be concurrent and collaborative with the Specific Plan preparation process. MIG will prepare an Administrative Draft EIR for City staff review, then a Screencheck Draft EIR will be prepared for final review by a limited number of City staff before a public release Draft EIR is completed.

EIR topic areas and potential CEQA-defined impacts will be aligned with Specific Plan components. Specific Plan strategies and development standards will address environmental topics such as sustainability, efficient land use, and connectivity, which in turn will avoid or reduce potential impacts. The EIR will not react to a completed Freedom Circle Specific Plan; rather, the environmental analysis and its foundational studies will be intimately woven into and inform the Specific Plan process.

CEQA encourages the efficient use of applicable, certified CEQA documents and discourages redundancy. The EIR will enable streamlined CEQA review for future individual development proposals, based on the following CEQA Guidelines sections:

- 15168 – Program EIR
- 15183 – Projects Consistent with a Community Plan or Zoning
- 15183.3 – Streamlining for Infill Projects
- 15063 – Initial Study
- 15152 – Tiering
- 15162 – Subsequent EIRs and Negative Declarations
- 15163 – Supplement to an EIR
- Current CEQA and land use case law

Each of the CEQA Guidelines sections listed above affords opportunities for significant streamlining. As one example, we prepared the program EIR for the Redwood City Downtown Precise Plan and are now the on-call CEQA consultant for preparing internal Initial Study checklists (as an attachment to the staff reports) for individual project proposals in the plan area. Since 2013, fifteen individual projects have been approved using this process, with no further CEQA review required.

As part of this task, we will prepare a summary of guidelines explaining how the City can apply these CEQA streamlining opportunities to future individual projects. We recommend that the guidelines be printed separately as a handout for individual project applicants – to explain how a streamlined CEQA process can be applied to their projects. This proactive approach can help the applicant better understand how the City's process can save the applicant time and money.

MIG will prepare an EIR that addresses the following environmental topics and questions included in CEQA Guidelines Appendix G (Environmental Checklist Form), as listed below. Potential project and cumulative impacts under each of these required topics will be determined and evaluated with text, graphics, and tables. Based on existing environmental conditions and Specific Plan components, some topics will be evaluated in more detail than others. This task forms the basis of the Administrative Draft EIR, which will include a separate chapter on each of the following CEQA-defined environmental issues:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural /Historic/Tribal Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

MIG will draft the transportation section of the Draft EIR (DEIR) using the final transportation impact analysis report (Task 9.2). MIG's in-house team will complete technical studies for air quality, greenhouse gas emissions, energy consumption, noise and cultural/tribal resources. We will evaluate the level of Toxic Air Contaminant (TAC) given the site's proximity to Highway 101. EPS will provide relevant support for the demographic, economic and real estate trends to provide market- based parameters for the EIR. The analysis will consist of an assessment of Santa Clara's demographic trends and labor force characteristics over the last ten to fifteen years, to confirm the likely range of population and housing growth through buildout of the Specific Plan. The results of Task 2.8 (Jobs/Housing Balance Analysis) will be summarized in the EIR's Population and Housing chapter.

Before EIR mitigation measures are recommended within any environmental topic area, MIG will identify Specific Plan components (e.g., development standards) that would avoid or reduce potentially significant impacts.

The MIG Team will prepare an Administrative Draft EIR in Word format, with graphics included. City staff will provide the MIG Team with one set of consolidated, internally consistent edits. The MIG Team will produce a Screencheck Draft EIR based on City staff comments. City staff will review the Screencheck Draft EIR and provide the MIG Team with one set of consolidated, internally consistent edits. MIG will then prepare a Public Draft EIR based on staff edits.

Task 9.5 Deliverables

- Administrative Draft EIR (Word/PDF)
- Screencheck Draft EIR (Word/PDF)
- Public Release Draft EIR (Word/PDF/15 hard copies/15 CDS)

TASK 10: EIR CERTIFICATION AND ADOPTION OF FREEDOM CIRCLE SPECIFIC PLAN

TASK 10.1: RESPONSE TO PUBLIC COMMENTS

The MIG Team will respond to all public and agency comments received on the Draft EIR during the 45-day public review period. Hexagon will assist MIG in responding to transportation related comments. Up to 32 hours of staff time are allotted for this task (16 hours for each Specific Plan). Responding to comments that require any new analyses that is beyond the above-listed scope of services or revisions to the transportation impact analysis assumptions or methodology will be considered an additional service.

Task 10.1 Deliverables

- Response to public and agency comments (Word/PDF)
- Revised Transportation Impact Analysis (Word/Excel/ PDF)

TASK 10.2: FINAL EIR

MIG will prepare a Final EIR and a Mitigation Monitoring and Reporting Program for adoption

with the Specific Plan. An Administrative Final EIR will be delivered for City staff review before a public release Final EIR is completed. City staff will be responsible for reviewing and providing one consolidated, internally consistent set of City comments to the MIG Team on the Administrative Final EIR, Final EIR, and the Mitigation Monitoring and Reporting Program.

Task 10.2 Deliverables

- Draft Final EIR with Mitigation Monitoring Report (Word/PDF/10 hard copies)
- Final EIR (Word/PDF/25 hard copies)

TASK 10.3: PLANNING COMMISSION AND COUNCIL MEETINGS

**NOTE: This and all Commission and Council Meetings will be held jointly with the Patrick Henry Drive Specific Plan project.*

The MIG Team will meet with the Planning Commission and City Council during the plan adoption process to present, discuss and receive input/direction on the Draft Specific Plan and EIR. This task includes participation by MIG at four public hearings and two study sessions (in addition to Tasks 5.4, 5.9 and 8.8 above).

Task 10.3 Deliverables

- Planning Commission City Council Work Session / Hearing materials for up to six meetings: staff report content and presentation (Word/PPT/PDF)

TASK 10.4: FINAL ADOPTED SPECIFIC PLAN

Based upon the input received at the meetings and hearings in Task 10.3, MIG will create a Final Specific Plan for adoption that reflects all agreed-upon changes. We will work with City staff to confirm Commission and Council direction and complete one round of revisions to the Plan prior to adoption.

Task 10.4 Deliverables

- Final Specific Plan for adoption (InDesign/Word/PDF)
- Adopted Specific Plan with amendments for plan implementation (InDesign/Word/PDF)

TASK 11: PROJECT MANAGEMENT AND MEETINGS

**NOTE: Some project coordination and team meetings will address both the Patrick Henry Drive and Freedom Circle Specific Plans. Project invoices, budgets and progress reports will be specific to each.*

MIG will have the lead role managing the team and process to ensure the project remains on budget and schedule. We will work collaboratively with City staff, ensuring the project stays on schedule and budget through regular communication, planning and troubleshooting.

TASK 11.1: MONTHLY PROGRESS REPORTS AND INVOICING

MIG will prepare succinct monthly progress reports that include work completed during the prior month, work to be conducted during the following month, budget updates, and any contract or schedule items that may arise. The progress reports will be a key tool used by the City and MIG to keep the project on schedule, and will be included in each invoice submitted to the City. City staff will be responsible for reviewing and providing any comments on the monthly progress reports.

Task 11.1 Deliverables

- Monthly invoices and progress reports (up to 18) (Word/ Excel/PDF)

TASK 11.2: ONGOING PROJECT MANAGEMENT

This task accounts for the MIG Team's regular project management and coordination (emails, calls, data transfers, etc.) with both City staff and the subconsultant team as well as project set-up and close-out.

Task 11.2 Deliverables

- Ongoing email and phone coordination and communication

TASK 11.3: PROJECT TEAM MEETINGS

The Project Management Team will attend bi-weekly (every other week) conference calls with City staff to coordinate on the project, discuss strategies and work products, and schedule near term items and data needs. Chris Beynon and/or Ellie Fiore will attend each of these calls. The Deputy Project Manager, subconsultants or technical staff will be included in calls related to their tasks or work products as needed. As such, the budget assumes a reasonable level of involvement for all team members during the duration of the project. City staff will be responsible for reviewing draft agendas (via email) and participating in calls.

In addition to the bi-weekly calls, the Project Management Team will meet quarterly with City staff in Santa Clara to discuss the project, review key work products, and strategize about upcoming events or milestone documents. The budget assumes five of these meetings will occur during the duration of the project. City staff will be responsible for securing meeting space, reviewing draft agendas and participating in the meetings.

Task 11.3 Deliverables

- Five Quarterly Team Meetings: Meeting agenda, wallgraphic, and summary (Word/JPG/PDF)
- Bi-weekly Conference Calls (up to 36)

TASK 11.4: STAKEHOLDER AND PUBLIC AGENCY COORDINATION

In addition to our TAC and SSG meetings described above, the MIG Team will coordinate and/or meet with local stakeholders as needed during the Specific Plan process. These meetings will allow us to respond to inquiries from the community, address any issues or opportunities that may arise over the 16-month project and support City staff in their coordination with other public agencies. This task includes emails, phone calls and up to five meetings with stakeholders and other agencies during the project, as directed by City staff.

Task 11.4 Deliverables

- Up to five stakeholder meetings and materials: agendas, presentations (as needed) and brief summaries (Word/PPT/PDF)

Assumptions

The preceding scope of work and associated budget are based on the following assumptions.

- The joint and coordinated tasks that include elements of both the Freedom Circle and Patrick Henry Dive projects are noted above. The cost efficiencies and shared costs associated with each is reflected in its budget.
- MIG will produce printed copies of documents as indicated by the Scope of Work; otherwise, all documents will be provided electronically for the City to reproduce and/or distribute.
- The MIG Team will provide draft examples and suggestions for document format, graphic look and content for milestone documents. City staff will provide clear direction for preferred format, graphics and content for milestone documents.
- One round of review is budgeted for all products unless otherwise specified in the work scope. All comments from City staff will be consolidated into a single set of comments in a single document and any conflicting input will be resolved by City staff before direction is sent to MIG.
- The City will arrange, advertise, and provide handouts and refreshments for all public meetings, community group presentations, workshops, study sessions and public hearings, unless otherwise noted in the Work Plan. The MIG Team will provide content and lead the meetings, workshops and study sessions as noted in the Work Plan. MIG will provide brief summaries of public and community meetings.
- The City will be responsible for noticing and advertising all public workshops and hearings.
- The City will be responsible for completing and circulating any required CEQA documentation.
- The project budget is an estimate of how project costs are allocated among tasks and subtasks and among Consultant team members. The MIG Team will not exceed the total contract amount without the express approval of the City. The prime consultant (MIG, Inc.) may reallocate costs among phases and tasks and consultant team members as needed to carry out the tasks in either Work Plan. MIG will notify the City of significant cost reallocations in conjunction with monthly invoicing and progress reports.

Freedom Circle Specific Plan: Milestone Schedule
June 2018

TASK	START	COMPLETION
1: Project Initiation	August 2018	September 2018
2: Prerequisite Studies and Existing Conditions	August 2018	October 2018
3: Vision Plan	August 2018	December 2018
4: Alternatives Development	November 2018	February 2019
5: Preferred Alternative	March 2019	April 2019
6: Infrastructure, Budget and Financing Strategy	May 2019	June 2019
7: Implementation Plan	May 2019	June 2019
8: Focus Area Plan	April 2019	October 2019
9: EIR Preparation	April 2019	October 2019
10: EIR Certification and Plan Adoption	October 2019	January 2020
11: Project Management	ONGOING	

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

The Consultant has provided a schedule of rates and fees which includes all billing amounts and costs entitled, "Freedom Circle Specific Plan Budget" dated June 2018, which is attached to this Exhibit B. In no event shall the amount billed to City by Contractor for services under this Agreement exceed eight hundred forty thousand five hundred dollars ($840,500), subject to budget appropriations.

FREEDOM CIRCLE SPECIFIC PLAN BUDGET June 2018	C. Beynon PIC		E. Fiore PM/Planner		Consulting Principals		D. Amsden DPM / Planner		MIG Planning / Design / Outreach Associates		C. Mullen Design Studio Lead		Sr. Environmental Planner / Engineer		CEQA Analysts		P. Hage Administrator		MIG Total		Hexagon	EPS	BRF	Total
	Hours @	250	Hours @	145	Hours @	230	Hours @	155	Hours @	150	Hours @	130	Hours @	190	Hours @	100	Hours @	105						
TASK 1: Project Initiation																								
1.1 Kick-Off / Tour / Scope Refinement	6	$1,500	6	$870	0	$0	6	$930	8	$800	0	$0	0	$0	0	$0	0	$0	26	$ 4,100	$920	$650		$ 5,670
1.2 Community Engagement Strategy	1	$250	4	$580	0	$0	0	$0	24	$2,400	0	$0	2	$380	0	$0	0	$0	31	$ 3,610				$ 3,610
1.3 Project Identity / Templates / Public Information	1	$250	8	$1,160	0	$0	0	$0	36	$3,600	0	$0	0	$0	0	$0	0	$0	45	$ 5,010				$ 5,010
Subtotal	8	$2,000	18	$2,610	0	$0	6	$930	68	$6,800	0	$0	2	$380	0	$0	0	$0	102	$12,730	$920	$650	$0	$14,290
TASK 2: Prerequisite Studies and Existing Conditions																								
2.1 Review Policies, Reports, Programs	1	$250	4	$580	0	$0	0	$0	20	$2,000	0	$0	0	$0	8	$800	0	$0	33	$ 3,630		$400		$ 4,030
2.2 Data Analysis and Base Mapping	2	$500	5	$870	0	$0	0	$0	64	$6,400	0	$0	0	$0	0	$0	0	$0	72	$ 7,770				$ 7,770
2.3 Parkland Study	1	$250	12	$1,740	0	$0	0	$0	24	$2,400	0	$0	0	$0	0	$0	0	$0	37	$ 4,390				$ 4,390
2.4 Infrastructure Assessment	1	$250	4	$580	2	$460	0	$0	8	$800	0	$0	2	$380	0	$0	0	$0	17	$ 2,470			$18,000	$ 20,470
2.5 Evaluation of Fiscal Health	0.5	$125	3	$435	0	$0	1	$155	0	$0	0	$0	0	$0	0	$0	0	$0	5	$ 715		$3,225		$ 3,940
2.6 Transportation Assessments	1	$250	4	$580	0	$0	2	$310	0	$0	0	$0	0	$0	0	$0	0	$0	7	$ 1,140	$14,590			$ 15,730
2.7 Environmental Contamination Inquiry	0	$0	1	$145	0	$0	0	$0	0	$0	0	$0	1	$190	0	$0	0	$0	2	$ 335				$ 335
2.8 Jobs/Housing Balance Study	4	$1,000	12	$1,740	0	$0	2	$310	24	$2,400	0	$0	0	$0	0	$0	0	$0	42	$ 5,450				$ 5,450
2.9 Setting and Opportunities Summary	4	$1,000	2	$290	0	$0	12	$1,860	24	$2,400	0	$0	0	$0	0	$0	0	$0	42	$ 5,550				$ 5,550
Subtotal	14.5	$3,625	48	$6,960	2	$460	17	$2,635	164	$16,400	0	$0	3	$570	8	$800	0	$0	257	$31,450	$14,590	$3,625	$18,000	$67,665
TASK 3: Vision Plan																								
3.1 Data and Plan Review	0.5	$125	2	$290	0	$0	0	$0	6	$600	0	$0	0	$0	0	$0	0	$0	9	$ 1,015				$ 1,015
3.2 Stakeholder Consultation	3	$750	6	$870	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	1	$105	10	$ 1,725				$ 1,725
3.3 Vision Charrette	6	$1,500	8	$1,160	6	$1,380	4	$620	12	$1,200	0	$0	0	$0	0	$0	1	$105	37	$ 5,965	$690			$ 6,655
3.4 Draft Vision Plan	10	$2,500	20	$2,900	4	$920	6	$930	50	$5,000	0	$0	0	$0	0	$0	0	$0	90	$ 12,250	$2,390			$ 14,640
3.5 Final Vision Plan	4	$1,000	8	$1,160	1	$230	2	$310	18	$1,800	0	$0	0	$0	0	$0	0	$0	33	$ 4,500				$ 4,500
Subtotal	23.5	$5,875	44	$6,380	11	$2,530	12	$1,860	86	$8,600	0	$0	0	$0	0	$0	2	$210	179	$25,455	$3,080	$0	$0	$ 28,535
TASK 4: Alternatives Development																								
4.1 Council / PC Study Session #1	6	$1,500	8	$1,160	0	$0	0	$0	12	$1,200	0	$0	0	$0	0	$0	0	$0	26	$ 3,860				$ 3,860
4.2 Stakeholder Steering Group #1	4	$1,000	8	$1,160	0	$0	0	$0	10	$1,000	0	$0	0	$0	0	$0	2	$210	24	$ 3,370				$ 3,370
4.3 Community Workshop #1: Vision	4	$1,000	6	$870	0	$0	0	$0	28	$2,800	0	$0	0	$0	0	$0	4	$420	42	$ 5,090				$ 5,090
4.4 Digital Design Charrette	6	$1,500	12	$1,740	0	$0	0	$0	12	$1,200	52	$6,760	0	$0	0	$0	2	$210	84	$ 11,410	$920			$ 12,330
4.5 Plan Alternatives and Concept Study	8	$2,000	4	$580	4	$920	24	$3,720	120	$12,000	20	$2,600	12	$2,280	20	$2,000	0	$0	212	$ 26,100	$6,620			$ 32,720
4.6 Fiscal Analysis of Alternatives	1	$250	4	$580	0	$0	8	$1,240	0	$0	0	$0	0	$0	0	$0	0	$0	13	$ 2,070		$6,900		$ 8,970
4.7 Economic Impact Analysis of Alternatives	1	$250	4	$580	0	$0	8	$1,240	0	$0	0	$0	0	$0	0	$0	0	$0	13	$ 2,070		$10,740		$ 12,810
Subtotal	30	$7,500	46	$6,670	4	$920	40	$6,200	182	$18,200	72	$9,360	12	$2,280	20	$2,000	8	$840	414	$53,970	$7,540	$17,640	$0	$ 79,150
TASK 5: Preferred Alternative																								
5.1 Technical Advisory Committee #3	3	$750	6	$870	0	$0	0	$0	10	$1,000	0	$0	0	$0	0	$0	1	$105	20	$ 2,725				$ 2,725
5.2 Stakeholder Steering Group #2	4	$1,000	8	$1,160	0	$0	0	$0	10	$1,000	0	$0	0	$0	0	$0	2	$210	24	$ 3,370		370		$ 3,740
5.3 Community Workshop #2: Alternatives	4	$1,000	8	$1,160	0	$0	0	$0	36	$3,600	0	$0	0	$0	0	$0	4	$420	52	$ 6,180	$920			$ 7,100
5.4 Preferred Alternative	2	$500	6	$870	2	$460	8	$1,240	20	$2,000	0	$0	0	$0	0	$0	0	$0	38	$ 5,070	$3,860			$ 8,930
5.5 Design Guidelines and Standards	4	$1,000	20	$2,900	8	$1,840	12	$1,860	61	$6,100	0	$0	0	$0	0	$0	0	$0	105	$ 13,700	$3,360			$ 17,060
5.6 Technical Advisory Committee #3	3	$750	6	$870	0	$0	0	$0	10	$1,000	0	$0	0	$0	0	$0	1	$105	20	$ 2,725				$ 2,725
5.7 Stakeholder Steering Group #3	4	$1,000	8	$1,160	0	$0	0	$0	10	$1,000	0	$0	0	$0	0	$0	2	$210	24	$ 3,370				$ 3,370
5.8 Council / PC Study Session #2	2	$500	16	$2,320	0	$0	8	$1,240	16	$1,600	0	$0	0	$0	0	$0	0	$0	42	$ 5,660				$ 5,660
Subtotal	26	$6,500	78	$11,310	10	$2,300	28	$4,340	173	$17,300	0	$0	0	$0	0	$0	10	$1,050	325	$42,800	$8,140	$370	$0	$ 51,310
TASK 6: Infrastructure Development Plan																								
6.1 Infrastructure Development Plan and Budget	1	$250	6	$870	0	$0	6	$930	0	$0	0	$0	0	$0	0	$0	0	$0	13	$ 2,050		$6,000	$11,000	$ 19,050
6.2 Financing Strategy	2	$500	8	$1,160	0	$0	4	$620	0	$0	0	$0	0	$0	0	$0	0	$0	14	$ 2,280		$13,500	$2,800	$ 18,580
Subtotal	3	$750	14	$2,030	0	$0	10	$1,550	0	$0	0	$0	0	$0	0	$0	0	$0	27	$4,330	$0	$19,500	$13,800	$ 37,630

FREEDOM CIRCLE SPECIFIC PLAN BUDGET June 2018	C. Brynon PIC Hours: 2		E. Finn PM / Planner 250 Hours: 6		Consulting Principals 145 Hours: 2		D. Amsden DPM / Planner 220 Hours: 9		MIG Planning / Design / Outreach Associates 135 Hours: 14		C. Mullen Design Studio Lead 100 Hours: 2		Senior Planner / Analyst 130 Hours: 2		CEQA Analyst 130 Hours: 14		P. Hage Administration 90 Hours: 2		MIG Total		Hexagon	EPS	BKF	Total
TASK 7: Implementation Plan																								
7.1 Implementation Action Plan	2	$500	6	$870	2	$460	14	$2,170	8	$800	0	$0	0	$0	0	$0	0	$0	32	$ 4,800		$6,645	$2,690	$ 14,135
7.2 Technical Advisory Committee #4	3	$750	6	$870	0	$0	0	$0	10	$1,000	0	$0	0	$0	0	$0	0	$0	19	$ 2,620				$ 2,620
Subtotal	5	$1,250	12	$1,740	2	$460	14	$2,170	18	$1,800	0	$0	0	$0	0	$0	0	$0	51	$7,420	$0	$6,645	$2,690	$16,755
TASK 8: Focus Area Plan																								
8.1 Transportation Analysis and Recommendations	2	$500	2	$290	0	$0	12	$1,860	0	$0	0	$0	0	$0	0	$0	0	$0	16	$ 2,650	$10,910			$ 13,560
8.2 Revised Fiscal Analysis of Preferred Alternative	0	$0	1	$145	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	1	$ 145		$600		$ 745
8.3 Administrative Draft Specific Plan	16	$4,000	60	$8,700	0	$0	40	$6,200	120	$12,000	24	$3,120	40	$7,600	0	$0	0	$0	300	$ 41,620	$2,390		$4,800	$ 48,810
8.4 Screencheck and Public Review Draft Plan	12	$3,000	6	$870	0	$0	16	$2,480	100	$10,000	14	$1,820	12	$2,280	0	$0	0	$0	160	$ 20,450			$1,700	$ 22,150
8.5 Technical Advisory Committee #5	3	$750	6	$870	0	$0	0	$0	10	$1,000	0	$0	0	$0	0	$0	1	$105	20	$ 2,725				$ 2,725
8.6 Stakeholder Steering Group #4	4	$1,000	8	$1,160	0	$0	0	$0	10	$1,000	0	$0	0	$0	0	$0	2	$210	24	$ 3,370				$ 3,370
8.7 Community Workshop #3: Draft Plan	2	$500	6	$870	0	$0	8	$1,240	36	$3,600	0	$0	0	$0	0	$0	0	$0	52	$ 6,210				$ 6,210
8.8 City Council / PC Study Session #3	2	$500	8	$1,160	0	$0	0	$0	12	$1,200	0	$0	0	$0	0	$0	1	$105	23	$ 2,965				$ 2,965
8.9 Final Draft Specific Plan	12	$3,000	20	$2,900	0	$0	17	$2,635	60	$6,000	8	$1,040	16	$3,040	0	$0	0	$0	133	$ 18,615	$0			$ 18,615
Subtotal	53	$13,250	117	$16,985	0	$0	93	$14,415	348	$34,800	46	$5,980	68	$12,920	0	$0	4	$420	729	$98,750	$13,300	$600	$6,500	$119,150
TASK 9: EIR Preparation																								
9.1 Initial Study / NOP / Scoping Meeting	0	$0	2	$290	0	$0	0	$0	12	$1,200	0	$0	40	$7,600	16	$1,600	0	$0	70	$ 10,690				$ 10,690
9.2 Transportation Impact Analysis	1	$250	2	$290	6	$1,380	4	$620	36	$3,600	0	$0	80	$15,200	0	$0	0	$0	129	$ 21,340	$64,380		$3,100	$ 88,820
9.3 Estimate VMT	0	$0	0	$0	0	$0	2	$310	0	$0	0	$0	0	$0	0	$0	0	$0	2	$ 310	$2,575			$ 2,885
9.4 Evaluate Project Alternatives	1	$250	4	$580	0	$0	2	$310	0	$0	0	$0	6	$1,140	0	$0	0	$0	13	$ 2,280	$1,210			$ 3,490
9.5 Draft EIR	2	$500	2	$290	0	$0	8	$1,240	36	$3,600	0	$0	160	$30,400	732	$73,200	0	$0	940	$ 109,230			$3,500	$ 112,730
Subtotal	4	$1,000	10	$1,450	6	$1,380	16	$2,480	84	$8,400	0	$0	286	$54,340	748	$74,800	0	$0	1,154	$149,850	$68,165	$0	$6,600	$218,615
TASK 10: EIR Certification and Plan Adoption																								
10.1 Response to Public Comments	0	$0	0	$0	0	$0	4	$620	0	$0	0	$0	20	$3,800	20	$2,000	0	$0	44	$ 6,420	$3,770			$ 10,190
10.2 Final EIR	2	$500	2	$290	0	$0	12	$1,860	0	$0	0	$0	40	$7,600	100	$10,000	0	$0	156	$ 20,250			$1,700	$ 21,950
10.3 Council and Commission Meetings (6)	4	$1,000	36	$5,220	0	$0	24	$3,720	0	$0	0	$0	0	$0	0	$0	16	$1,680	80	$ 11,620				$ 11,620
10.4 Final Adopted Specific Plan	2	$500	40	$5,800	2	$460	2	$310	60	$6,000	4	$520	0	$0	0	$0	0	$0	110	$ 13,590				$ 13,590
Subtotal	8	$2,000	78	$11,310	2	$460	42	$6,510	60	$6,000	4	$520	60	$11,400	120	$12,000	16	$1,680	390	$51,880	$3,770	$0	$1,700	$ 57,350
TASK 11: Project Management																								
11.1 Monthly Invoices and Progress Reports	0	$0	16	$2,320	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	16	$1,680	32	$ 4,000	$630			$ 4,630
11.2 Ongoing Coordination and Management	8	$2,000	48	$6,960	0	$0	16	$2,480	0	$0	0	$0	0	$0	0	$0	0	$0	72	$ 11,440	$1,380			$ 12,820
11.3 Project Team Meetings	16	$4,000	36	$5,220	0	$0	20	$3,100	0	$0	0	$0	0	$0	0	$0	2	$210	74	$ 12,530	$2,760	$1,600	$800	$ 17,690
11.4 Additional Stakeholder / Agency Coordination	2	$500	24	$3,480	0	$0	24	$3,720	12	$1,200	0	$0	0	$0	0	$0	2	$210	64	$ 9,110				$ 9,110
Subtotal	26	$6,500	124	$17,980	0	$0	60	$9,300	12	$1,200	0	$0	0	$0	0	$0	20	$2,100	242	$37,080	$4,770	$1,600	$800	$ 44,250
Subtotal	201	$0,250	589	$85,405	37	8,510	338	$2,350	1,195	119,500	122	15,860	431	81,850	896	89,600	60	6,300	3,869	$509,705	$124,275	$50,630	$50,090	$734,700
Direct Costs (4%)																				$ 20,388	$ 4,971	$ 2,025	$ 2,004	$29,388
TOTAL																				$530,093	$129,246	$52,655	$52,094	$764,088
																							10% Contingency	76,409
																							GRAND TOTAL	$840,497

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Planning Division
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

18-647 **Agenda Date: 7/17/2018**

REPORT TO COUNCIL

SUBJECT

Action on Patrick Henry Drive and Freedom Circle Specific Plan Consultant Contracts and Funding Agreements

EXECUTIVE SUMMARY

Following prior City Council direction to commence preparation and issue a Request for Proposals for Specific Plans for the Patrick Henry and Freedom Circle areas in northern Santa Clara, staff has selected a consultant and prepared a draft contract for City Council consideration. Per Council direction and in accordance with the General Plan, preparation of the Specific Plans would be funded by property owners and/or developers with an interest in the Specific Plan area. Funding agreements are also attached for City Council consideration.

Preparation of the Specific Plans would commence once the full amount of funding has been provided by the developers, anticipated to begin in September of this year and to be completed in early 2020. The Specific Plan process will provide for robust community engagement, stakeholder input and coordination with other land use development activities in Santa Clara. The Specific Plan process will also include preparation of prerequisite studies as called for in the General Plan.

BACKGROUND

The City of Santa Clara 2010-2035 General Plan establishes the long-term goals for the City's future and guides daily decision-making related to land use and the delivery of City services. The General Plan was most recently comprehensively updated in 2010. A phasing strategy and the identification of future Focus Areas were key components added into the General Plan as part of the 2010 update. Each Focus Area allows for the conversion of non-residential land to high density residential use in order to support the City's future population growth needs. The General Plan anticipates the preparation of a precise plan (or Specific Plan) for each Focus Area prior to its implementation. The preparation of a precise plan is intended to establish a framework for the successful development of the Focus Areas in a manner that supports the quality of life for future and existing residents. The plans will thus establish land use and design standards, a plan for amenities and infrastructure and other ingredients necessary for a well designed and functioning neighborhood.

In July 2017, the City Council directed staff to commence preparation of Specific Plans for the Patrick Henry and Freedom Circle areas and approved specific language to include in a Request for Proposals (RFP) for each of the Specific Plan areas. The Patrick Henry area is identified in the General Plan as a Focus Area on the west side of Great America Parkway, along Patrick Henry drive, just north of Mission College. While the Freedom Circle area is not identified in the General Plan as a Focus Area, the City Council also directed staff to prepare a Specific Plan for the area along

Freedom Circle between Great America Parkway and San Tomas Aquino creek. This direction was made in response to a privately initiated request to amend the General Plan to allow high-density mixed-use within the area that the Council decided not to allow to proceed independently.

The City's General Plan allows Future Focus Area plans to be initiated by one or more private parties who provide funding to the City for planning the entire Focus Area with the intent that the City takes the lead in the planning process. The General Plan also identifies several prerequisite studies that should be conducted prior to the development of Phase 3 Focus Areas, which includes Patrick Henry. Following Council direction, staff issued a RFP for consultant services to prepare Specific Plans for the Patrick Henry and Freedom Circle areas and to prepare the prerequisite studies identified in the City's General Plan.

A total of eight firms responded to the RFP for the two Specific Plan areas. Based upon an initial scoring of these firms, five were selected for interview and staff identified a preferred firm, MIG, Inc., to prepare both plan areas. Once staff and the consultant agreed upon the scope for Specific Plan work, staff worked with the respective property owners of each Specific Plan area to prepare a funding agreement for each plan.

DISCUSSION

A Specific Plan establishes more detailed vision, goals and objectives for a Focus Area than what is provided within the General Plan. The Specific Plan also streamlines future entitlements for individual projects by promoting certainty in the development review process. Design guidelines in the Specific Plan will give developers clear direction for allowable uses, form, massing, and relationship to the public realm. Subsequent project approvals can also make use of the environmental review prepared in support of the Specific Plan adoption.

Because the Patrick Henry Drive and Freedom Circle plan areas are located proximate to each other north of Highway 101 and will require similar types of analyses, and it is desirable to conduct a highly coordinated community engagement process for the two Plans, it would be efficient and beneficial for the City to proceed with a single consultant. The recommended firm, MIG, Inc., has demonstrated a strong understanding of the City's objectives for a community-based planning process that will result in a land use plan that will both establish a strong vision for a positive public realm and be implementable under near-term market conditions. MIG has demonstrated the ability to complete Specific Plans within agreed upon budgets and timeframes, including effective community engagement and stakeholder outreach processes. Specific Plans prepared by this consultant are both comprehensive and concise and can be easily used by developers as well as the general public for development guidance. Staff therefore recommends that the City Council authorize the City Manager to proceed with the proposed consultant contracts with MIG, Incorporated for the Patrick Henry Drive and Freedom Circle plans.

The proposed agreements with MIG will provide for the preparation of the Specific Plan for adoption along with the associated Environmental Impact Report (EIR), and new zoning designations to implement the General Plan land use policies. The consultant will also conduct community engagement activities and prepare a commercial services/retail retention plan. The Specific Plan process is currently anticipated for completion in early 2020, at a cost not exceeding a total of $1,652,000 for both Specific Plans.

Patrick Henry Drive Specific Plan Scope

The proposed Patrick Henry Drive Specific Plan Area is approximately 76 acres located at the western boundary of the City of Santa Clara at Calabazas Creek, bounded generally by the Hetch-Hetchy right-of way to the north, Great America Parkway to the east, and Mission College Boulevard to the south. The City of Sunnyvale lies to the west, across Calabazas Creek. Immediately to the north of the Hetch-Hetchy right-of-way is the former Yahoo! Campus, now owned by Kylli. (See Figure 1 on the attached map.) The Tasman Drive light rail line is approximately ten minutes walking distance from any portion of the Patrick Henry Focus Area, and public transit is also available on Great America Parkway. The Patrick Henry Drive area contains 17 light industrial properties and three public streets, with access to Great America Parkway and Mission College Boulevard. The building stock in the Patrick Henry Drive area consist mostly of one and two-story concrete tilt-up industrial buildings built in the late 1970s and early 1980s, with a series of distinctive four-story concrete buildings along the east side of Old Ironsides Drive.

Staff anticipates that the City will want the Specific Plan Area to support residential densities in excess of 100 dwelling units per acre (DU/AC), along with new neighborhood serving retail and public services similar to the planning for the Tasman East Focus Area. The Specific Plan area is currently designated as a mix of Low and High Intensity Office/R&D, but is shown on the General Plan Phase III map as High Density Residential, with maximum residential densities of 50 DU/AC. The General Plan designation for this area would be updated as part of the Specific Plan process to accommodate higher densities and a mix of land uses.

The Patrick Henry Specific Plan will also be closely coordinated with the privately proposed Kylli development project immediately to the north of the Specific plan area on the former Yahoo! campus site. This 49 acre site was previously entitled for the development of up to 3 million square feet of office space. Kylli is currently working on an application to expand this entitlement to allow an additional 500,000 square feet of office use, 6,000 residential units, a hotel and other supporting commercial uses, and open space and a possible educational facility. The draft Patrick Henry Specific Plan consultant contract scope includes consideration of the future development proposed on the Kylli site and an objective to seamlessly integrate the two areas into a complete, vibrant, walkable neighborhood anticipating that amenities such as parkland, retail, and public uses may be shared between the two areas. The Patrick Henry Specific Plan will also evaluate if some portion of the Plan area should be preserved for industrial use in recognition of the amount of residential proposed by Kylli and the increasingly mixed-use character of the area.

Freedom Circle Specific Plan Scope

The Freedom Circle area encompasses approximately 138 acres of gross land area in north Santa Clara, bounded generally by Highway 101 to the south, Great America Parkway to the west, a combination of Patrick Henry Drive and Great America Theme Park to the north, and San Tomas Aquino Creek to the east. (See Figure 2 on the attached map.) This area would include sixteen commercial or light industrial properties and four public streets with access to public transit available on Great America Parkway and Mission College Boulevard. This Specific Plan area is being brought forward per prior City Council direction, following the City's decision in 2017 not to proceed with a requested General Plan Amendment submitted by the Greystar Development Group.

The buildings in the Freedom Circle area are a mix of concrete tilt-ups, office towers, and single-use commercial buildings such as the Santa Clara Marriott Hotel and Pedro's Cantina. The majority of the Greystar site, which sits directly north of 101 and directly west of San Tomas Aquino Creek, is undeveloped with the exception of a small commercial (restaurant) building located at the southwest

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corner of the site.
Most of the proposed Specific Plan Area currently has a High Intensity Office General Plan designation, which supports high-rise and campus style office development with an allowed Floor Area Ratio (FAR) of up to 2.0. The Marriott Hotel site is the lone exception, and is currently designated Regional Commercial.

Unlike in identified Focus Areas where the City anticipates conversion of all or a large majority of lands to residential use, the General Plan anticipated preservation of this area for employment use, recognizing that it currently supports key commercial and office uses. Accordingly, the Freedom Circle Specific Plan RFP asks the consultant to evaluate a generally even mix of employment and residential uses consistent with overall General Plan goals. If the City prepares a Specific Plan for this area, it is anticipated that it would support residential densities in excess of 100 dwelling units per acre (DU/AC), along with a mix of high intensity office and commercial uses, forming a mixed-use, high-density employment and residential district. The Freedom Circle area is thus anticipated to develop at densities and intensities that are more vertical in character and could necessitate steel-frame construction.

Key Objectives
The City's key objectives for the Patrick Henry Drive and Freedom Circle Specific Plans were identified in the RFP as follows:

1. Placemaking - the Plan should support the development of a complete neighborhood that incorporates public and private amenities, including parklands and other open spaces, along with services, organized into an attractive, walkable urban environment.

2. Equity - the Plan should distribute the anticipated future costs and benefits of new development among property owners in an equitable manner.

3. Feasibility - the Plan should include a land use plan and implementation tools as necessary to provide for a straight-forward, streamlined implementation process.

4. Economic Sustainability - preparation of the Plan should include an analysis of the economic and fiscal impacts of the conversion of land from commercial/industrial to residential use and an evaluation of potential off-setting conversion of other existing commercial/industrial lands designated for future residential use within the General Plan. The Plan should also consider the retention of key industrial or commercial sites within the Plan area to maximize the overall economic benefit of future land uses and to produce a complete community.

Prerequisite Studies
The General Plan specifies that Phase III Future Focus Areas require additional planning as a prerequisite to development. These Future Focus Areas would facilitate a change in land use from existing underutilized office and industrial uses to higher density residential and mixed use neighborhoods with a full complement of supportive services. Careful planning of each area is essential to ensure the provision of adequate infrastructure and services, an appropriate interface with surrounding development and access to transit, open space and recreation. The City's RFPs indicated that prerequisite studies called for in the General Plan would need to be completed either as part of the subject Specific Plan process or for the Freedom Circle Specific Plan if that process

occurs in advance or concurrent with the Patrick Henry Specific Plan process. Among other analyses, the prerequisite studies will evaluate:

- Citywide parkland ratios;
- Adequacy of infrastructure (water, sanitary sewer conveyance, wastewater treatment, solid waste disposal, storm drain, natural gas, and energy demand and facilities);
- Fiscal impacts associated with the land use changes;
- Emergency response times; and
- Bicycle, pedestrian, and transit improvements.

North of Bayshore Plan
The proposed contract scope includes preparation of a consolidated North of Bayshore Plan document that will show how the land uses and infrastructure needs for development of the two Specific Plan areas are coordinated with each other, the Kylli development, Mission College, Great America, and other land uses in the area, as well as how the overall development has been addressed through the prerequisite studies.]

ENVIRONMENTAL REVIEW

The current action is Statutorily Exempt per CEQA Guidelines Section 15262, Feasibility and Planning Studies, in that the proposed action is to engage a consultant to prepare plans for possible future actions that have not yet been approved, adopted, or funded and that will not have a legally binding effect on later activities. The specific plans will undergo environmental review and an environmental document will be brought to the City Council when the Council considers the specific plans for approval in 2020.

FISCAL IMPACT

Development of the Specific Plan will align with the City's current budget which includes capacity for staff to work on long-range planning efforts and because preparation of the Specific Plan will be developer-funded, per Future Focus Area Policy 5.4.7-P3. The City has prepared draft funding agreements (attached) with developer groups for both Specific Plan areas, which require the developers to provide sufficient funds to cover the full cost of the Specific Plan prior to the City's initiation of the contract with MIG, Inc. Total funds of $1,711,502 ($900,000 for the Freedom Circle Specific Plan and $811,502 for the Patrick Henry Drive Specific Plan) will be deposited by the developers into accounts established by the City for the consultant services. The funds for the two separate plans will be held in separate accounts, which will be used to pay the consultant on a monthly basis. In the event that additional services are required of the Consultant, the scope and cost will be agreed upon in writing, and the developers will deposit funds in an amount equal to the cost of the additional services into the City's established accounts prior to commencement of work. A ten percent contingency has been built in to the contract budgets. In the event that there are funds remaining in the deposit accounts, those funds would be returned to the developer groups and shared on a pro-rata basis.

After the completion of the Specific Plan, the City could adopt a Specific Plan Fee, per Government Code Section 65456, which allows cities to collect fees to cover the creation and administration of Specific Plans. In this case, the fees collected could be used to both reimburse the developer, and to

pay for City staff time related to the documented costs for creation and administration of the plan. Per the State provisions that enable this fee a future user fee study is not required.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute a professional services contract with MIG, Inc. for the Patrick Henry Drive Specific Plan for a not-to-exceed amount of $811,502, subject to execution of a funding agreement between the Patrick Henry Drive developers and the City.
2. Authorize the City Manager to execute a funding agreement with the Patrick Henry Drive developers, in substantially the form attached hereto, subject to minor modifications approved by the City Manager.
3. Authorize the City Manager to execute a professional services contract with MIG, Inc. for the Freedom Circle Specific Plan for a not-to-exceed amount of $840,497, subject to execution of a funding agreement between the Freedom Circle developers and the City.
4. Authorize the City Manager to execute a funding agreement with the Freedom Circle developers, in substantially the form attached hereto, subject to minor modifications approved by the City Manager.

Reviewed by: Andrew Crabtree, Director, Community Development
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Patrick Henry Drive and Freedom Circle aerials
2. Draft contract for the Patrick Henry Drive Specific Plan
3. Draft funding agreement for the Patrick Henry Drive Specific Plan
4. Draft contract for the Freedom Circle Specific Plan
5. Draft funding agreement for the Freedom Circle Specific Plan