

REPORT

To the Honorable Mayor and City Council
From the City Manager

October 17, 2016

SUBJECT

Agreement for Professional Services Agreement with David J. Powers & Associates, Inc. for the preparation of an Environmental Impact Report in accordance with the California Environmental Quality Act (CEQA) Guidelines for the Veterans Memorial Senior Center/YMCA Joint Project

RECOMMENDATION

By motion, approve and authorize the City Manager to execute the Professional Services Agreement with David J. Powers & Associates, Inc. for the preparation of an Environmental Impact Report in accordance with the California Environmental Quality Act (CEQA) Guidelines for the Veterans Memorial Senior Center/YMCA Joint Project

BACKGROUND

The Veterans Memorial Senior Center (VMSC) is a valued community asset which houses dozens of senior clubs; hosts hundreds of free or low-fee programs each year; receives over 100,000 annual visits; and serves as a “second home” for many of our honored senior citizens in Redwood City, including our Veterans. However, the circa 1956 VMSC building is slowly deteriorating; the campus encompasses four separate buildings which segregates program participants and social interaction opportunities; and the adjacent Herkner Pool is outdated and the facility allows little flexibility due to its design. Staff has done their best to properly maintain these facilities while trying to satisfy current users and attract new constituents. Some challenges include: the number of buildings make it very costly to maintain; there is no central welcoming center; the program space has excessive wear-and-tear and is too spread out; there is no physical access from the Center to Herkner Pool; the Senior Center Annex electrical capacity is at its limit; and staff is finding it more difficult to attract younger seniors to the Center.

Staff and the Senior Affairs Commission (SAC) spent two years gathering input about the needs for a replacement building, seeking user perspectives on what was working, what wasn't working, and desires for a new building. On April 26, 2010, the City Council accepted the “Senior Center Scoping Study” that included the collection of data, the consideration of program requirements, and the scope and magnitude of a new Center. Staff then considered a variety of reconstruction options, the identification of alternative locations for a future Center, conducted a site analysis to determine space requirements on the existing campus, and held numerous discussions with potential partners as we considered long term sustainability.

We found that the YMCA of Silicon Valley was also in a similar scoping process as they are looking to expand YMCA operations with a new, larger facility. Together, City and YMCA staff believed that there as an opportunity to explore something greater.

On December 14, 2011, PRCS staff and YMCA staff presented to the City Council the idea of entering into a partnership agreement to consider building a joint-use intergenerational health, wellness, and recreational facility at Red Morton Park. Council authorized Staff to move forward with the exploration of this concept and appointed three Council Members to the “City-Y Partnership Task Force” to provide input and feedback to Staff regarding process, analysis, communication points, best practices, the development of a Letter of Intent (LOI) and any future agreements.

After numerous Partnership Task Force meetings, stakeholder engagement meetings, staff retreats, and community and members surveys, the City Council approved the LOI with the YMCA of Silicon Valley on December 8, 2014.

In the first half of 2015, the City and the YMCA worked together to developing a Request for Qualifications/Proposal for Phase I of architectural services which included a full site analysis, building massing, constraints analysis, and the development of a Project Description. The City and the YMCA collectively selected ELS Architecture to perform this scope of service along with conducting the first community meeting for input about the project and specifically if there was interest for preserving the Veterans Memorial Senior Center (VMSC) or to rebuild the VMSC as part of the overall project.

On October 5, 2015, the Community Workshop allowed staff to understand any concerns about the project along with the reflections of the VMSC specifically. Over 150 people attended and the vast majority would like to see a brand new facility. Through the future California Environmental Quality Act (CEQA) process, there will be further study on a number of areas including traffic, parking, and the historical assessment of the VMSC.

On June 27, 2016, the City Council approved an Exclusive Negotiating Agreement (ENA) between the City and the YMCA of Silicon Valley. The ENA allows the City and the YMCA of Silicon Valley to exclusively negotiate the details of the Project. CEQA review is necessary to study the Project.

The Community Development Department initiated a Request for Proposal (RFP) for CEQA Consulting Services on July 22, 2016.

ANALYSIS

The idea of a joint-use facility that is financially and operationally shared is an innovative and an adaptive response to the financial challenges that are upon both organizations. The partnership opportunity between the YMCA and the City of Redwood City, coupled with the “Our Community Deserves Better” philosophy, would minimize the ongoing operating costs to Redwood City; provide affordable access to local residents; effectively leverage the strengths of the City and the YMCA to reach the best outcome; and involve community partner organizations.

Our collective vision includes a new vibrant and inviting Veterans Memorial Senior Center and a new family YMCA facility. The advantages of partnering on such a project would be:

- New, high quality senior center and senior programs
- Expanded opportunities for the public to be engaged in healthy living and activities
- A place for recreation, health and learning
- Strengthen the community as a desirable place to live, work, play, and visit, thereby contributing to the ongoing economic vitality of Redwood City
- Programs provided by both partners to combat the obesity epidemic through the development of healthy lifestyles, strong minds, and fit bodies
- A comprehensive center which focuses on youth recreation activities will lower crime and help our youth develop into contributing members of our community.
- Recreation experiences help older community members continue and improve their life experiences
- A Center that will meet current and future recreational needs of the community
- An efficient use of valuable resources
- Long term sustainability

The Exclusive Negotiating Agreement (ENA), approved by City Council on set forth the procedures and standards for the negotiation of a prospective YMCA of Silicon Valley and City partnership that would establish the following:

1. The development of the Project as it moves through the predevelopment, entitlement, design, and construction processes.
2. Sharing of Project costs/expenses (or be reimbursed, as the case may be).
3. Sets the parameters by which future legal arrangements could be structured for the mutual benefit of the Parties.

The ENA provides both the City and YMCA of Silicon Valley to exclusively negotiate the details of the Project but does not obligate the City to approve any Project. A comprehensive CEQA review is necessary to study the “Preferred Project”, which is to build all new facilities on the Project Site. Further, CEQA will provide meaningful alternatives to the Project, including the option of “not to proceed”.

The ENA also defines the terms; Project teams; CEQA consultant selection with the City taking the lead and the YMCA-SV providing fifty percent reimbursement to the City if future determination is made for a Project; design and construction processes; and funding commitments.

The Community Development Department received a total of four proposals with David J. Powers submitting the lowest responsible bid in the amount of \$94,212. The highest bid received was \$245,431.

David J. Powers has proposed that, if the agreement is accepted, that the CEQA process, including public meetings, would take up to 37 weeks.

Throughout the CEQA process, there will be a number of public meetings scheduled to listen to concerns; consider mitigations to those concerns brought up through the study areas of CEQA and from the public; and design charrettes to consider aesthetics of buildings including materials, scale, color, etc. Staff will work with the consultant on the timelines for scheduling meetings once the agreement is approved.

ALTERNATIVES

Council may choose not to approve the agreement and ask Staff to either work with other proposers; or to administer another Request for Proposal.

FISCAL IMPACT

The City has allocated \$5,000,000 towards the Project with \$4,000,000 coming from the Parks Impact Fees (development fees) and \$1,000,000 from the commitment from Stanford University's development agreement with the City towards this Project. Through the ENA Agreement with the YMCA of Silicon Valley, the future financial commitments include the following:

- The City and the YMCA-SV will share equally in the design costs associated with the master planning process and Phase I improvements.
- The City will assume all fees and expenses associated with future zoning, entitlements and permitting for the Project
- The City will pay the costs incurred in connection with the environmental review requirements associated with the development of the Project pursuant to CEQA, and the YMCA-SV will reimburse the City for fifty percent (50%) of all CEQA costs once there is a determination for a Project.

David J. Powers & Associates, Inc. proposal of \$94,212 will come from the Project fund.

ENVIRONMENTAL REVIEW

The agreement is not a project under CEQA as defined in CEQA guidelines, section 15378, because the agreement itself has no potential for resulting in either a direct or foreseeable physical change in the environment. The Project itself will be reviewed separately for CEQA determination.

A handwritten signature in black ink that reads "Chris Beth". The signature is written in a cursive, flowing style.

CHRIS BETH
PARKS, RECREATION DIRECTOR

A handwritten signature in blue ink that reads "Melissa Stevenson Diaz". The signature is written in a cursive, flowing style.

MELISSA STEVENSON DIAZ
CITY MANAGER

ATTACHMENT

-AGREEMENT

**AGREEMENT FOR PROFESSIONAL SERVICES
(David J. Powers & Associates, Inc.)**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 201_, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and DAVID J. POWERS & ASSOCIATES, INC. ("Consultant").

RECITALS

A. City requires the professional services for preparation of an Environmental Impact Report in accordance with the California Environmental Quality Act (CEQA) Guidelines for the Veterans Memorial Senior Center/YMCA Joint Project.

B. Consultant has the necessary experience in providing professional services and advice.

C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.

D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A," which is incorporated herein by reference. In the event of a conflict between the provisions of Exhibit "A" and the terms of this Agreement, the terms of this Agreement shall prevail. City shall have the right to modify the scope of work to delete tasks in whole or in part.

2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and shall expire upon completion of performance of Services hereunder by Consultant.

4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that City in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances;

provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to use its best professional efforts to meet the schedule. City understands that Consultant's performance must be governed by sound practices.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. City shall pay to Consultant an amount not to exceed NINETY FOUR THOUSAND, TWO HUNDRED TWELVE Dollars (\$94,212) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Consultant, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

6.1 An application for payment form must be submitted to City which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing hourly rates, hours worked, percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 Consultant shall maintain adequate records and shall permit inspection and audit by City of Consultant's charges under this Contract. Consultant shall make such records available to City during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to City and any specified public agencies. Such records shall be maintained by Consultant for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws.

6.3. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant to provide services under this Agreement shall not be considered employees of City for any purposes.

8. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. City reserves the right to employ other consultants in connection with the Services.

10. Indemnification. Consultant will defend, indemnify and hold harmless City and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services, caused in whole or in part by the willful misconduct or any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of City.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

The parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

11. Insurance. Consultant shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII".

11.1 Coverages and Limits. Consultant, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not

constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

11.1.1 Commercial General Liability Insurance. Consultant shall maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

11.1.2 Business Automobile Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.

11.1.3 Workers' Compensation Insurance. Consultant shall maintain coverage as required by the California Labor Code. The Workers' Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

11.1.4 Employer's Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

11.1.5 Professional Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

11.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

11.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Consultant shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event shall Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

11.4 Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

11.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

12. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, as may be amended from time-to-time.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

14. Ownership of Documents. All work product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the work product for Consultant's records.

15. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

16. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:

City of Redwood City
Attention: City Manager
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7000

For Consultant:

David J. Powers & Associates, Inc.
1871 The Alameda, Suite 200
San Jose, CA 95126

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

17. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors, Consultant or Consultant's affected employees, agents, or subcontractors shall complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of Consultant's agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that shall be affected by this Agreement or, alternatively, that Consultant shall file with City an affidavit disclosing this interest.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant's Services with all applicable laws, ordinances and regulations.

19. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

20. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement.

If City decides to abandon or postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within 10 days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make a determination of final

payment based upon the value of the work product delivered to City and the percentage of the services performed.

21. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for City to terminate this Agreement.

23. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of City, which will not be unreasonably withheld.

25. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and

its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

27. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

CITY: City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

Silvia Vonderlinden, City Clerk

CONSULTANT: David J. Powers & Associates, Inc.
1871 The Alameda, Suite 200
San Jose, CA 95126

*By: Judy W. Shanley

**By: John M. Hesler

Printed Name: Judy W. Shanley

Printed Name: JOHN M. HESLER

Title: President

Title: SECRETARY

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, or
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT “A”

SCOPE OF SERVICES

▪ **Kick-off Meeting**

Upon initiation of the project, DJP&A will participate in a kick-off meeting with City staff. This meeting will be used to confirm the project schedule, work elements, and development assumptions, as well as confirm the data to be provided by the project team and necessary timing of that data relative to the overall schedule. The kick-off meeting will include DJP&A’s historic consultant.

▪ **Noticing**

DJP&A will prepare the Notice of Preparation (NOP) for the project, and file the NOP with the State Clearinghouse. The City will send the NOP to all other applicable parties and agencies. The City will prepare all other notices including the Notice of Availability, Notice of Completion, and Notice of Determination. During the NOP circulation period, DJP&A will attend a scoping meeting for the project. DJP&A will assist City staff to facilitate the meeting and will present the EIR process at the meeting.

▪ **Preparation of the Administrative Draft EIR**

DJP&A will prepare an Administrative Draft EIR (ADEIR). The ADEIR will include a preface/introduction, a summary, a description of the project and environmental setting, an in-depth discussion of potential significant impacts, identification of proposed and recommended mitigation measures, a discussion of cumulative impacts, project alternatives, and all other required discussions as described below.

EIR Summary: A summary of the EIR will be prepared which will include a brief description of the proposed project. The summary will be prepared in tabular form and will identify the impacts of the project (including cumulative impacts) and proposed mitigation measures. The summary will also list the alternatives discussed and will address any known areas of public controversy.

Project Description: Based on information provided to DJP&A by the City, the EIR will provide a detailed description of the proposed project, including the physical characteristics (grading and drainage, setbacks, lot layout, percentage of site coverage, maximum building height, landscaping/hardscape, circulation, etc.) of the development. This section will include a list of the project objectives, necessary discretionary actions, and decision-making agencies. Maps and graphics will be provided to illustrate the text.

Consistency with Plans and Policies: This section will discuss the proposed project’s consistency with applicable land use controls, including local, regional, and statewide plans and policies. Particular attention will be given to inconsistencies, if any are identified, and the likelihood that such inconsistencies might result in significant adverse environmental effects.

Environmental Setting, Impacts and Mitigation Measures: In accordance with CEQA Guidelines Section 15125, the EIR will clearly describe the baseline environmental setting of the project site and surrounding area based on conditions that exist at the time the NOP is released. For identified impacts, all feasible mitigation measures will be identified. Graphics will include, but are not limited to, regional

and vicinity maps, an aerial, site plan and elevations, photo simulations, photos of the project site and surrounding land uses, maps showing traffic study intersections, bicycle facilities, and transit facilities, tree map, and other biological maps as deemed necessary. The technical work to be completed for the EIR is outlined below.

Transportation: The EIR will describe the potential traffic and circulation impacts resulting from the proposed project, based upon a traffic impact analysis (TIA) to be prepared by *Hexagon Transportation Consultants*. The analysis will be completed consistent with the requirements of the City of Redwood City and City/County Association of Governments of San Mateo County.

The analysis will include a level of service analysis for up to seven unsignalized intersections, including collection of new traffic turning movement counts for all of the study intersections. The analysis will identify existing and background conditions and address the effects of the project under existing plus project, background plus project, and cumulative traffic conditions. If any of the unsignalized intersections are found to operate at LOS E or F, a signal warrant analysis will be completed. The TIA will also include an estimation of trip generation rates, analysis of site access and on-site circulation, parking, and analysis of bicycle, pedestrian, and transit facilities.

Mitigation measures will be identified for significant traffic impacts. The traffic analysis will also determine the necessary timing of identified mitigation measures. Consistent with the City's policy to encourage non-auto forms of transportation, recommended mitigation measures will be designed to avoid detrimental effects on pedestrian and bicycle safety and circulation.

Field will begin when school is in session to ensure accurate traffic counts. The transportation impact analysis will be completed within six weeks of the traffic counts.

Cultural Resources: A historic analysis and a peer review were previously completed for the Veterans Memorial Building. The building was found to be a significant historic resource under CEQA. The EIR will address the impact of the proposed project on the building, i.e. demolition. *Architectural Resources Group* (ARG) will analyze the proposed project's impact to historical resources based upon the Secretary of the Interior's Standards and the National Register's seven aspects of integrity. Types of impacts to be considered include demolition-related impacts and impacts related to the design of new construction. Mitigation measures will be formulated based on the findings of the analysis.

The potential for subsurface archaeological deposits on the project site is low. The EIR will address the potential for as yet unrecorded subsurface resources to be disturbed during construction based on the City's General Plan. Mitigation measures will be identified, if necessary, for significant cultural resources impacts.

Air Quality: The EIR will evaluate the air quality emissions resulting from construction of the project in conformance with the Bay Area Air Quality Management District (BAAQMD) guidelines and the CEQA guidelines based on an assessment to be completed by *Illingworth & Rodkin*.

Construction air quality impacts resulting from the project will be addressed by predicting construction period emissions and community risk impacts to nearby sensitive receptors and identifying best management practices to control emissions. Because the project is located in proximity to sensitive receptors (e.g., residences), a community health risk assessment will be prepared. The assessment will calculate emissions based on the California Emissions Estimator Model Version 2013.2.2 (CalEEMod) for

each phase of development. Construction period emission rates will be based on project-specific information. Dispersion modeling would be conducted with EPA's AERMOD model and hourly meteorological data from the most representative monitoring station. The cancer risks associated with modeled construction-period diesel particulate matter concentrations will be computed following the latest BAAQMD risk management policy guidance. The risks will be compared against BAAQMD CEQA thresholds (i.e., cancer risk of 10 in one million, non-cancer hazards and PM2.5 concentration). In addition, screening data obtained from BAAQMD will be used to predict cumulative community risk impacts. Mitigation measures that represent "Best Management Practices" to control dust or particulate matter emissions will be identified. In addition, other measures that may be necessary to reduce construction exhaust emissions or cancer risks will be identified.

The EIR will address greenhouse gas (GHG) emissions qualitatively by discussing the project's consistency with the City's Climate Action Plan and the inclusion of any proposed Green Building measures.

Noise: The EIR will evaluate the noise generated by the proposed project based on an assessment to be completed by *Illingworth & Rodkin*. The analysis will summarize the existing ambient noise levels based on a noise monitoring survey to be completed at the project site. Based on the estimated automobile trips generated by the project, use of the parking structure, and any mechanical equipment (such as generators) that would be on-site, future ambient noise levels will be calculated. The potential for operation of the project to impact nearby sensitive receptors will be assessed based on the future noise levels. Mitigation measures will be identified to lessen or avoid impacts consistent with CEQA standards and the City's noise standards.

The EIR will also address potential noise and vibration impacts to nearby sensitive receptors during construction. Mitigation measures will be identified to lessen or avoid impacts consistent with CEQA standards and the City's municipal code.

Hazardous Materials: Due to the location of the project site in a primarily residential area, it is unlikely that off-site contamination has impacted the project site. The EIR will evaluate the potential for hazardous materials contamination on-site based on an environmental records search conducted by *Environmental Data Resources, Inc.*, under contract to DJP&A. The evaluation will include a government database records search, including radius maps of current and former hazardous material locations. Based on this analysis, appropriate mitigation measures will be identified to lessen or avoid impacts consistent with CEQA standards.

Other Required Technical Work

Water Supply Assessment: There are no specific thresholds established by Senate Bill 610 (SB 610) for community center projects. SB 610 does, however, state that any project that would equal or exceed the water demand of a 500 unit housing development would require a water supply assessment. Based on our preliminary assessment, the proposed project's net increase in water usage would use less than the water usage of a 500-unit housing project. Therefore, no water supply assessment is proposed. This conclusion will be confirmed and documented in the EIR by extrapolating the project's demand from the water usage at the existing facilities.

Tribal Consultation: The project would not require a General Plan Amendment and, as a result, no Tribal Consultation would be required under SB 18. The State Legislature enacted Assembly Bill 52 (AB 52) in 2014 which requires lead agencies to consult with any California Native American tribe that is traditionally and culturally affiliated with the geographic area of a project, if requested in writing by the tribe. Unlike SB 18, AB 52 applies to all development proposals. The provisions of the bill apply to all projects that have a notice of preparation filed on or after July 1, 2015.

Tree Survey: A tree survey was completed as part of the Constraints Analysis prepared by DJP&A for the proposed project. This survey will be used to address the potential loss of trees on-site as a result of the project.

Geotechnical: Analysis of the potential geological issues associated with the proposed development will be addressed based on the City's General Plan and available soils data for the project site from U.S. Department of Agriculture.

Stormwater Control Plan: Analysis of the project's consistency with applicable City policies and regional stormwater permits will be based on a stormwater control plan to be provided to DJP&A by the City. While the site is currently developed, it would not qualify as infill development and, as a result, the stormwater control plan will need to meet the most recent Low Impact Development (LID) standards established by the Regional Water Quality Control Board. It is assumed that the stormwater control plan will be prepared by the project civil engineer and provided to DJP&A as part of the plan set.

Energy Usage and Green Building Measures: Analysis of the projects energy usage and greenhouse gas emissions will be based, in part, on estimated energy usage rates provided to DJP&A by the City. In addition to the energy usage, we will need a list of all proposed green building measures to ensure proper credit in the energy and greenhouse gas emissions analyses.

Airport Interface: The project site is located approximately 2.5 miles from San Carlos Airport. Based on the San Carlos Airport Land Use Plan, the project site is outside of the Federal Aviation Administration (FAA) Part 77 imaginary surfaces height restrictions. Therefore, no FAA clearance is required for the project. The EIR will address the project's interface with San Carlos Airport based on the CEQA thresholds of significance and relevant General Plan policies.

Sea-Level Rise: The project site is outside the inundation area for future sea level rise and no formal assessment will be included in the EIR.

Aesthetics: Construction of two two-story buildings and a parking structure within Red Morton Park and the surrounding residential neighborhood will alter the visual character of the area compared to current conditions. The EIR will address potential aesthetics impacts based on renderings provided by the project architect.

Alternatives to the Proposed Project: As required by CEQA, the EIR will identify alternatives to the proposed project, focusing on alternatives that might reasonably be assumed to reduce the significant impacts of the project while achieving most project objectives. Alternatives will be identified in consultation with City staff, and may include an alternative location and a VMSC reuse alternative based on input from the historic consultant, in addition to the "No Project" alternative required by CEQA.

Cumulative Impacts: The EIR will include a discussion of cumulative impacts from the project in combination with past, pending, and reasonably foreseeable future development in the area, in conformance with CEQA Guidelines Section 15130. The list of projects will be based upon information provided by City staff.

Other Required Sections: The EIR will include all sections required by CEQA including Growth Inducing Impacts, Significant Unavoidable Impacts, References, Authors/Consultants, and copies of technical reports.

Upon completion of the ADEIR, will submit up to six hard copies of the ADEIR to City staff for review.

- **Preparation of the Draft EIR**

The ADEIR will be revised, based upon the comments received from City staff. A “screencheck” EIR will be prepared showing all edits and six hard copies of the document will be submitted to the City staff for review and final approval. Upon approval, the final formatted document will constitute the Draft EIR (DEIR) and sufficient copies will be printed for distribution to the State Clearinghouse and all public agencies and organizations on the City’s distribution list. Fifty print copies will be provided within this scope (including the 15 copies for the State Clearinghouse). DJP&A will distribute copies of the DEIR to the State Clearinghouse and all public agencies and organizations, per the distribution list provided by the City. The remaining printed copies will be provided to the City. A copy of the DEIR will also be provided to the City in PDF format, for posting on the City’s website. Copies of the DEIR sent to the State Clearinghouse will be sent on CDs to reduce production and shipping costs.

- **Preparation of the Final EIR**

After the mandatory 45-day circulation period, DJP&A will prepare an administrative draft Final EIR that includes responses to all comments received by the City on the Draft EIR and appropriate revisions to the text of the DEIR, as necessary. This scope assumes that up to an equivalent of 20 pages of substantive comments will be received on the Draft EIR. If more comments are received, DJP&A can provide assistance in responding to them on a time and materials basis, upon the City’s authorization.

Upon completion, six hard copies of the administrative draft Final EIR will be submitted to the City for review. This scope assumes no new technical analysis will be required to respond to comments. This scope does not include work required for recirculation of all or part of the EIR, should the City determine that to be necessary.

After making revisions requested by the City, DJP&A will print a sufficient number of copies of the Final EIR for distribution. This scope of work assumes up to 35 copies will be required. A copy of the Final EIR will also be provided to the City in PDF format, for posting on the City’s website.

- **Preparation of the Mitigation, Monitoring or Reporting Program**

In accordance with State law and the CEQA Guidelines, DJP&A will prepare a Mitigation, Monitoring or Reporting Program (MMRP) that identifies when mitigation measures will be implemented, who will be responsible for implementing them, and who will provide oversight. The MMRP will be completed and

submitted to City staff along with the administrative draft Final EIR. DJP&A will also compile a list of conditions of approval as identified in the EIR and provide that to City staff with the MMRP.

- **Findings**

DJP&A will assist City staff in compiling information for findings required under CEQA Guidelines Section 15091, if requested to do so. DJP&A cannot assist in preparing a Statement of Overriding Considerations under CEQA Guidelines Section 15093, should one be required.

- **Meetings and Public and Hearings**

This scope of work includes Project Manager attendance at up to nine project meetings during the course of the project. These meetings would include the scoping meeting, up to five project meetings with City staff, and three public hearings (one meeting during the DEIR public comment period and two project hearings). At the public hearings, DJP&A will be prepared to present information about the Draft EIR and respond to questions from Planning Commission and City Council.

In addition to the project meetings, this scope includes Project Manager attendance at up to two community outreach meetings. Consistent with the community meeting held during preparation of the constraints analysis, this scope assumes that the City's architectural team will lead the outreach meetings and DJP&A will provide assistance as needed.

Additional meetings for DJP&A beyond the above-outlined meetings will cost \$780 per meeting. Subconsultant costs would be based on duration and individual firms charge rates.

Budget

The project will be billed in accordance with the charge rates listed below. DJP&A project team includes a Principal, Senior Project Manager, Project Manager, Researcher, and Graphic Artist.

An estimated breakdown of the EIR cost is provided below. DJP&A will complete the environmental review for the not-to-exceed total cost. Work will be billed on a time and materials basis, in accordance with the fee schedule. If DJP&A does not need all the time that has been budgeted, DJP&A will only bill for the time actually spent completing the work.

David J. Powers & Associates Billing Rates:

Principal – \$225/hour
Senior Project Manager – \$180/hour
Project Manager – \$155/hour
Researcher – \$100/hour
Graphic Artist – \$90/hour

David J. Powers & Associates

Preparation of all environmental documents and notices	\$37,065.00
Meetings and Hearings	\$4,320.00

Subconsultants

Hexagon Transportation Consultants (Transportation)	\$21,275.00
Architectural Resources Group (Historic)	\$16,744.00
Illingworth & Rodkin (Air Quality)	\$5,175.00
Illingworth & Rodkin (Noise)	\$4,703.00
Environmental Data Resources, Inc.	\$450.00

Printing and Reimbursables

Printing of all environmental documents	\$4,230.00
Postage, mileage, and shipping	\$250.00

GRAND TOTAL	\$94,212.00
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Timeline

David J. Powers & Associates is aware that time is of the essence and proposes the following optimum schedule for preparation of an EIR for the proposed project. DJP&A can commit to maintaining the schedule in the areas which are within our control. Completion of the EIR, as described in this schedule below, is based upon receipt of all necessary project information on schedule. Delays in receiving requested information or responses by others will result in at least day-for-day delays in the overall schedule. The below schedule also assumes that no comments are received during the circulation of the DEIR that raise any new issues, require additional technical studies, or recirculation under CEQA.

EIR Timeline	
<i>Task</i>	<i>Week Completed</i>
Receipt of Authorization to Proceed and Project Details	---
Receipt of Technical Reports from DJP&A subconsultants except for traffic, air quality, and noise	4
Receipt of traffic report	6
Receipt of air quality and noise reports	9
Submittal of Administrative Draft EIR to City	11
Review of Administrative Draft EIR by City Staff (4 weeks)	15
Revise EIR and submit Screencheck EIR	17
Review of Screencheck EIR by City Staff (2 weeks)	19
Prepare Draft EIR and print for circulation	20
DEIR circulates for 45-day public review	26.5
Preparation of Administrative Draft Final EIR	29.5
Review of Administrative Draft Final EIR by City Staff (3 weeks)	32.5
Revise Final EIR and submit Screencheck Final EIR	34
Review of Screencheck Final EIR by City Staff (1 week)	35
Prepare Final EIR and print for circulation	35.5
Final EIR 10-day circulation period	37