

REDEVELOPMENT AGENCY AND
THE CITY OF OAKLAND
AGENDA REPORT

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2008 OCT 16 PM 6:45

TO: Office of the City/Agency Administrator
ATTN: Dan Lindheim
FROM: Community and Economic Development Agency
DATE: October 28, 2008

RE: **An Agency Resolution Authorizing A Contribution Of An Amount Not To Exceed Five Hundred Thousand Dollars (\$500,000) From The Central District Redevelopment Project And Five Hundred Thousand Dollars (\$500,000) From The Broadway/MacArthur/San Pablo Redevelopment Project To The City Of Oakland Under The Cooperation Agreement To Fund The Development Of The Broadway Retail Corridor Specific Plan And Environmental Document**

A City Resolution Accepting and Appropriating A Contribution Of Redevelopment Agency Funds Under the Cooperation Agreement In An Amount Not To Exceed One Million Dollars (\$1,000,000) And Authorizing The City Administrator To Negotiate And Execute A Professional Services Agreement With Wallace Roberts & Todd LLC For Development Of The Broadway Retail Corridor Specific Plan In An Amount Not To Exceed One Million Three Hundred Sixty Two Thousand Three Hundred Thirty-One Dollars (\$1,362,331)

SUMMARY

Staff requests City Council approval of two resolutions to award a contract to Wallace Roberts & Todd, LLC for development of a specific plan and accompanying environmental document for the Broadway Retail corridor between West Grand Avenue and Interstate 580.

- The first resolution is to retain the urban design, architecture and landscape architecture firm of Wallace Roberts & Todd LLC (WRT) to produce a Specific Plan (including land use and transportation analysis, cost estimates, design standards, Environmental Impact Report and recommendations related to land acquisition and infrastructure improvements) for the Broadway Retail Corridor in accordance with the scope of services outlined in the July 2008 Request for Proposals and accepting and appropriating a contribution of Redevelopment Agency funds.
- The second resolution authorizes a contribution of \$500,000 from the Central District Redevelopment Project and \$500,000 from the Broadway/MacArthur/San Pablo Redevelopment Project to the City of

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Oakland under the cooperation agreement to fund the development of the Broadway Retail Corridor specific Plan and environmental document.

The City has also been awarded a grant of \$400,000 from the Metropolitan Transportation Commission (MTC) Station Area Planning Program to provide additional funding for this project. This award is contingent upon finalizing the contract with the Metropolitan Transportation Commission in mid October 2008. The project would implement a primary recommendation from the Upper Broadway Strategy, which is a component of the Oakland Retail Enhancement Strategy prepared by Conely Consulting Group (September 2007), to create a Specific Plan. The project will begin in December 2008 and is scheduled for completion within 24 months.

FISCAL IMPACT

The fiscal impact to produce the Broadway Retail Corridor Specific Plan and Environmental Document is reflected in the not-to-exceed amount of the Professional Services Contract of \$1,362,331. This amount includes \$1,256,649 for basic services and a project contingency of \$105,682. An additional 3% of that amount, or \$37,669, will be set aside for the City's contract compliance costs, for a total project cost of \$1,400,000. As mentioned above, \$400,000 of grant funds will be available from the Metropolitan Transportation Commission – Program Grant Fund (2163), Organization 88229, project to be determined contingent upon finalizing the contract with the Metropolitan Transportation Commission in mid October 2008 with the remaining balance of \$1,000,000 being equally split between the Central District Tax Allocation Bond Series 2005 Fund (9533), Organization (94800), Parking Garage Development Project (P128670) and the Broadway/MacArthur/San Pablo Operations Fund (9529), Organization (88669), Broadway / MacArthur / San Pablo Project (P187510). The fiscal impact of implementing the Specific Plan, and of operating and maintaining the future improvements, will be unknown until the cost estimates tied to the project are completed.

BACKGROUND

The Upper Broadway Strategy prepared by Conely Consulting Group in September 2007 represents an effort to guide City officials in developing strategies to provide destination retail and mixed use development along Broadway between West Grand Avenue and Interstate 580. Broadway is viewed as the City's "Main Street" and is significant due to its proximity to downtown, its location near two BART stations, a major AC transit bus route, as well as its relationship to adjacent residential neighborhoods, the adjacent medical campuses of Kaiser and Summit/Alta Bates, the successful existing Piedmont Avenue retail street, and the edge of Lake Merritt. On September 27, 2007 the CED committee directed staff to initiate an area specific plan based on recommendations contained in the Upper Broadway Strategy. This Professional Services Agreement addresses Council direction to develop the specific plan. The specific plan would provide an area-wide set of development regulations and requirements, including the distribution, extent and location of land uses, infrastructure standards and financing mechanisms for public improvements.

The goal of this project will be to create a specific plan that provides for an urban mixed use, mixed-income development with major retail and high density housing development opportunities. Infrastructure

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improvements for bicycle, pedestrian, transit, and parking that provide connections with transit, regional and local commercial and activity centers, and housing in surrounding neighborhoods will need to be integrated into the project.

KEY ISSUES AND IMPACTS

The recommended Specific Plan consultant was selected as a result of a formal consultant selection process. The process began with a competitive Request for Proposals (RFP), followed by an objective interview process involving interviewers from the Association of Bay Area Governments (ABAG), AC Transit, Bay Area Rapid Transit (BART), the Assistant Director of Planning from the City of Walnut Creek, and representatives of the City's Community and Economic Development Agency (CEDA) Transportation Services, Economic Development and Redevelopment divisions. A total of seven firms responded to the RFP. After evaluation and scoring of the written proposals, four of the seven firms were invited to present oral presentations. The four firms included:

- 1) Design, Community and Environment
- 2) Wallace Roberts & Todd, LLC (WRT, LLC)
- 3) Dhyett & Bhatia
- 4) Community Design + Architecture

The panel interviewed firms based on the following criteria:

- 1) Ability to deliver quality design within a set budget and timeframe.
- 2) Cohesiveness and appropriateness of the project team and organization.
- 3) Understanding of the project design.
- 4) Demonstrated relevant experience.
- 5) Responsiveness to questions.
- 6) Ability to provide a high quality customer service to CEDA and its client users.

Based on the above criteria, WRT, LLC was ranked as the top rated firm to provide the services.

The Agreement (**Attachment A**) before the Council has resulted from negotiations between the City and the number one ranked consulting firm, WRT, LLC (San Francisco) as ranked by the selection team.

WRT, LLC brings extensive experience in projects that are similar in scale and scope to the Broadway Retail Corridor Specific Plan, including downtown specific plans, redevelopment strategies for mixed use commercial corridors, and design of high density mixed use buildings and currently has offices in Philadelphia, Coral Gables, Florida and San Francisco. They have worked on Hayward's Downtown Re-centering, the San Marcos Creek Specific Plan, the Castro Valley Strategic Redevelopment Plan and Lafayette's Downtown strategy.

The proposal and fee schedule submitted by WRT is believed to represent a fair and reasonable fee for services that will fulfill the desired Specific Plan and environmental document objectives, per the submitted (and subsequently negotiated) scope of services (**Attachment B**).

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Local subconsultants for the specific plan and accompanying environmental document include Environmental Science Associates (ESA), Lowney Architecture, Hausrath Economics Group, and will provide a total SLBE participation of 39% of the contract amount.

PROJECT DESCRIPTION

Based on analysis of existing documents and community input, a Specific Plan for the study area (**Attachment C**, project area map) will be developed by WRT to include a comprehensive evaluation of the following topics:

- 1) Overall plan objectives for transit-oriented land use and development, transportation and circulation, and urban design within the study area.
- 2) Site organization including distribution, location and extent of land uses, including open space within the area covered by the plan.
- 3) Regulatory framework for achieving preferred land use model (e.g., zoning and parking amendments, redevelopment authority.)
- 4) Urban design goals expressed through form-based design standards and guidelines that integrate existing historical resources in the area.
- 5) Existing and future opportunities for transit-oriented high density housing along the Broadway transit corridor, 27th Street and Valdez Street.
- 6) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste, disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
- 7) Standards and criteria by which development will proceed, and standards for the conservation, development and utilization of natural resources, where applicable.
- 8) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out land use, zoning, and urban design.
- 9) Detailed cost estimates for recommended improvements and a phasing strategy for implementation of required public improvements if full funding is not immediately available.
- 10) Recommendations for building design guidelines in the study area to enhance development opportunities and maintain uniform building and signage appearance.
- 11) Consistency with zoning, general plan and area redevelopment plans
- 12) Environmental Impact Report (EIR) to satisfy the requirements of CEQA.

The work product presented in Appendix B of the *Upper Broadway Strategy* for addressing land use/site organization, massing and density, articulation and streetscape for the Broadway Retail Corridor will be used as a basis to provide a greater level of detail for the specific plan document.

The EIR analysis shall evaluate the environmental impacts of the Specific Plan for existing conditions and future conditions (future conditions currently include the years 2015 and 2030).

As outlined in the proposed Scope of Services, WRT will meet with a Technical Advisory Committee and Community Advisory Committee convened by the City on a regular basis to discuss and support development and direction of the planning process.

Additionally, WRT, LLC has proposed an extensive community participation process to assist in achieving support and acceptance of specific plan and design standards for the Broadway Retail Corridor as they evolve. This will begin with a series of stakeholder interviews, a community survey process and self guided walking tour and an Oaklandnet.com website link for the project, designed to inform stakeholders and the general public of the study and how the study will be used as the guide for development of the waterfront. Additionally, there will be six community workshops. The first community workshop is designed to bring together community leadership and area merchants. A second workshop is designed to bring together the leadership from all of Oakland and identified project stakeholders to produce a direction for final vision. A series of roundtable discussions with Councilmembers, City staff, developers, key business and organized neighborhood groups to complete community outreach associated with the visioning stage of the project will also be conducted.

The general public will also be invited to four Broadway Retail Corridor community workshops designed to afford the public the opportunity to provide comments and feedback on plan recommendations and alternatives.

Several products will be generated to inform the specific plan effort. Products and associated milestones dates for review and discussion of the products are as follows:

- Notice to Proceed - December 2008
- Public Review of Existing Conditions Report – March 2009
- Public Review of Market Demand and Precedents Report – April 2009
- Public Review of Land Use and Urban Design Alternatives – July 2009
- Meetings with the Landmarks Advisory Board, Oakland Planning Commission and Oakland City Council - July 2009
- Public Review of Market Feasibility Analysis – August 2009
- Transportation Demand and Access Plan - August 2009
- Public Review of Infrastructure Analysis – August 2009
- Public Review of Public Realm Design Standards – October 2009
- Public Review of Preferred Land Use and Urban Design Concept – November 2009 Meetings with Oakland Planning Commission and Oakland City Council – December 2009
- Public Review Draft Specific Plan and Related Zoning and General Plan Amendments – March 2010
- Public Review Draft Environmental Impact Report – March 2010
- Meetings with Landmarks Advisory Board and Oakland Planning Commission – May 2010
- Public Review Final Draft Environmental Impact Report – July 2010
- Adoption of Proposed Zoning and General Plan Amendments – September 2010
- Specific Plan Adoption and EIR Certification – November 2010 (City Planning Commission and then City Council)

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SUSTAINABLE OPPORTUNITIES

Economic: The proposed development of a specific plan in the Upper Broadway area is intended to strengthen and support existing communities through creation of compact communities with a diverse mix of housing, jobs, activities, and services to meet the daily needs of residents. Specific plans seek to increase housing choices and affordability and increase transportation efficiency and choices throughout Oakland.

Environmental: By creating a specific plan, development opportunities, protection and stewardship for natural habitats, open spaces and agricultural land can improve. Concentrated development can also conserve resources, promote sustainability, and improve environmental quality.

Social Equity: Providing affordable housing and access to a variety of goods and services in a mixed use environment with direct access to transportation can increase and improve access to public health resources and increase safety within a community.

DISABILITY AND SENIOR CITIZEN ACCESS

The specific plan for the Broadway Retail Corridor will include an accessibility plan for people with disabilities that ensure fully accessible transit stations, accessible paths of travel between the stations and surrounding areas, and visitable and habitable housing units where feasible. The City's accessibility program coordinator will be requested to participate in project review at various stages of each design process initiated.

RECOMMENDATION(S) AND RATIONALE

Staff recommends approval of two resolutions:

- An Agency resolution authorizing a contribution of \$500,000 from the Central District Redevelopment Project and \$500,000 from the Broadway/MacArthur/San Pablo Redevelopment Project to the City of Oakland under the cooperation agreement to fund the development of the Broadway Retail Corridor specific Plan and environmental document.
- A City resolution accepting and appropriating a contribution of redevelopment agency funds under the cooperation agreement in an amount not to exceed \$1,000,000 and authorizing a professional services agreement with Wallace Roberts & Todd, LLC in an amount not to exceed \$1,362,331 for design, feasibility environmental review, and project contingency associated with development of a specific plan for the Broadway Retail Corridor, and provide \$37,669 as a contract compliance set-aside, for a total project cost of \$1,400,000.

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Completion of a specific plan and environmental document will provide a coordinated vision and implementation tools associated with the development of the Broadway Retail Corridor and will provide additional tax increment funding to the redevelopment areas as the project is implemented.

ACTION REQUESTED OF THE CITY COUNCIL

Staff requests that City Council approve the attached resolutions authorizing:

- A contribution of \$1,000,000 in funds from the Central District Redevelopment Area and Broadway/MacArthur/San Pablo Redevelopment Area to fund the development of the specific plan and environmental document.
- Acceptance and appropriation of \$1,000,000 in redevelopment agency funds and a professional service agreement for design services associated with completion of a specific plan and environmental document for the Broadway Retail Corridor.

Respectfully Submitted,

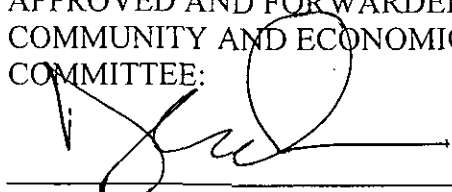


Dan Lindheim
Director
Community and Economic Development Agency

Reviewed by:
Eric Angstadt, Strategic Planning Manager
Planning Division

Prepared by:
Kerry Jo Ricketts-Ferris, Project Manager
Planning Division

APPROVED AND FORWARDED TO THE
COMMUNITY AND ECONOMIC DEVELOPMENT
COMMITTEE:



Office of the City/Agency Administrator

ATTACHMENT A - Professional Services Agreement
ATTACHMENT B - Scope of Services
ATTACHMENT C - Planning Area Map

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**PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND WALLACE ROBERTS & TODD, LLC**

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of _____, 2008 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and _____ ("Contractor")

2. Scope of Services

Contractor agrees to perform the services specified in **Schedule A**, Scope of Services attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment. The Project Manager for the City shall be Kerry Jo Ricketts-Ferris.

3. Time of Performance

Contractor's services shall begin on December (day), 2008, and shall be completed by December 31, 2010.

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed \$1,362,331 based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor's actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Schedule A**.

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto.

c. Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for

any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

6. Proprietary of Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

7. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

8. Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

9. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference.

10. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

* 12. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to

flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

13. Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q**, Insurance Requirements. **Schedule Q** is attached and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or

regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

- (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
 - (iii) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
 - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 14 above; and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 17. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim

arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.

- f. All of Contractor's obligations under this Section 17 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 17 shall not be limited by the City's insurance requirements contained in Schedule C hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to the payment of the grant to Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Office of Contract Compliance, upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment.

Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <http://cces.oaklandnet.com/cceshome/> by clicking on the rightmost upper tab labeled Prompt Payment Ordinance. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Liaison, 510-238-6261, Office of Contract Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

18. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on March 30, 2011.

19. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

ATTACHMENT A

- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a “city officer” or “public official” for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

20. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor’s subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: *employment, upgrading, failure to promote, demotion or transfer, recruitment*

advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21. Local and Small Local Business Enterprise Program (L/SLBE)

- a. *Requirement* - There is a twenty percent (20%) minimum participation requirement for all professional services contracts \$50,000 or more. Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local business participation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s) or a small local certified firm may meet the twenty percent requirement. A business must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent requirement.
- b. *Good Faith Effort* - In light of the twenty percent requirement, good faith effort documentation is not necessary.
- c. *Incentives* - Upon satisfying the twenty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
- d. *Banking* - The City will allow banking of credits for L/SLBE participation that exceeds fifty percent (50%) on a City funded project and will allow consultants to accumulate credits for hiring certified local businesses and certified small local businesses on non-city funded projects within a year of the City funded project. Banked credits will count toward achieving a bid discount or preference points (up to

2%) on a City contract. The ability of firms to bank credits or hours on non-City projects will not be retroactive. Consultants will have one year to apply credits. A certificate validating banked credits must be issued by the City prior to the submittal or bid date.

- e. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the City Administrator's Office of Contract Compliance & Employment Services along with a *copy* of the final progress payment application.
- f. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to Contract Compliance and Employment Services prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- g. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, attached and incorporated herein and made a part of this Agreement.
- h. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- i. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal

outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

22. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$10.39 with health benefits or \$11.95 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1, 2008 the new rates will be \$10.83 with health, and \$12.45 without health.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov>. for current

guidelines as prescribed by the Internal Revenue Service and (2) the 2005 Earned Income Tax Outreach Kit <http://www.cbpp.org/eic2008/>

- e. Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

23. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors(consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars

(\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination.

24. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

25. Nuclear Free Zone Disclosure

Contractor represents, pursuant to **Schedule P**, Nuclear Free Zone Disclosure Form, that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete **Schedule P**, attached hereto.

26. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

27. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

28. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

29. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

30. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

31. Governing Law

This Agreement shall be governed by the laws of the State of California.

32. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)

Community and Economic Development Agency, Planning Division
250 Frank Ogawa Plaza, Suite 3315
Oakland, CA 94612- 2033
Attn: Kerry Jo Ricketts-Ferris

(Wallace Roberts & Todd, LLC)

1328 Mission Street, Fourth Floor
San Francisco, CA 94103
Attn: Stephen Hammond

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

33. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

34. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

35. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties

hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

36. Time of the Essence

Time is of the essence in the performance of this Agreement.

37. Commencement, Completion and Close out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

38. Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

39. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

City of Oakland,
a municipal corporation

Wallace Roberts & Todd, LLC

(City Administrator's Office) (Date)

(Signature) (Date)

(Agency Director's Signature) (Date)

Business Tax Certificate No.

Approved as to form and legality:

Date of Expiration

(City Attorney's Office Signature) (Date)

Resolution Number

Accounting Number

WALLACE ROBERTS & TODD, LLC (WRT)

PROPOSED SCOPE OF SERVICES

WRT and its team have prepared this draft scope of services to respond to the deliverables requested by the City. The key phases of this proposed work plan include:

- Phase I: Understanding the Issues and Context
- Phase II: Exploring Alternatives
- Phase III: Preparing the Specific Plan
- Phase IV: Preparing the Environmental Impact Report (EIR)
- Phase V: Certifying the EIR and Adopting the Specific Plan

In certain instances, we have reorganized some of the City-identified elements to reflect a process and set of products we think will best serve the objectives identified within the RFP. We believe this scope fulfills the needs identified by the City, though we are flexible in adjusting the scope to meet the City's expectations.

PHASE I: UNDERSTANDING THE ISSUES AND CONTEXT

In this first phase of the planning process, the consultant team will review relevant background information, analyze the physical characteristics of the planning area, summarize the planning history and regulatory context, and determine the current attitudes toward future growth and development in this area of Oakland. The primary objectives of this phase are to:

- Understand the community's expectations, aspirations, and visions for the Broadway Retail Corridor Project Area;
- Identify potential opportunities and inherent constraints to these ambitions in the existing context; and
- Understand the market conditions under which revitalization is likely to take place.

Our approach will combine the review of relevant background information, site reconnaissance, and inventory of existing conditions with a market demand analysis and extensive input from the Technical Advisory Committee (TAC), Citizen Advisory Committee (CAC), and two community workshops. The products of this phase will include a collaborative definition of the goals, objectives, and priorities for the Broadway Retail Corridor, a comprehensive description of the physical and regulatory conditions in the planning area, a market overview, and an analysis of the specific opportunities and constraints these conditions pose for redevelopment and revitalization.

Task 1 Project Initiation

The consultant team will work with the City Project Team/staff to confirm project parameters, including: clarifying approaches and project responsibilities; finalizing the project schedule; identifying key City contacts and stakeholders; collecting and reviewing existing materials; familiarizing the team with the study area and its central issues; preparing base maps; and understanding the key concerns of the community. This task will provide the team with enhanced understanding and inform subsequent tasks.

1.1 Kick-off Meeting with the City (Team)

Members of the consultant team will meet with the City Project Team/staff to discuss operating procedures, schedules, work scope assumptions, and other administrative matters. Critical dates for completion of various milestones and a schedule of regular meetings will be established. Key contacts and lines of communication will be identified, including the City, the community, affected public agencies, and other interested parties. The meeting will also provide the first opportunity to exchange perceptions of the key issues and challenges facing the project, and to receive City input regarding the community's priorities and expectations. The City Project Team/staff will work closely with the consultant team to provide technical information as well as general guidance and direction on process. Specific staff involvement is indicated throughout the work plan.

Product: Summary of the comments and input from the kick-off meeting and during the tour of Oakland described as Task 1.1.3 below.

1.2 Public Outreach Plan (Team)

As part of the kick-off meeting, WRT will outline key elements of the public outreach plan and the methods for involving the community in the planning process. WRT will also work with City staff to understand the roles and responsibilities of the TAC and CAC and how to best work with the two committees throughout the process. WRT, with City staff assistance, will compile a contact list of all neighborhood, civic, and regulatory groups and agencies to assist in the formulation of a public outreach plan.

As set forth in the City's RFP, WRT will develop necessary materials for all project meetings and workshops. The City will assist in outreach, translation/interpretation needs, and dissemination and distribution of outreach materials (e.g., announcements, newspaper ads, etc.). The City will also be responsible for coordinating meeting logistics with other City staff, stakeholders (including other agencies) and the broader community.

Product: Memorandum Outlining Public Outreach Approach and Preliminary Schedule of Meetings

1.3 Site Reconnaissance (Team)

As part of the kick-off meeting, the consultant team will tour the planning area and immediate surroundings with City team members. While the consultant team is already acquainted with Broadway Retail Corridor project area, the initial tour will help to develop a common understanding between the City Project Team and the consultant team of the area's physical, cultural, and social characteristics and provide the team with a first-hand understanding of its character through insights provided along the way. The tour also will provide an opportunity for staff and consultants to discuss various issues and options collectively in the field. Subsequent site reconnaissance trips by individual team members will be conducted as needed to understand the context and complete the existing conditions report.

1.4 Base Mapping and Modeling (WRT/Lowney)

It is assumed that all base material for use in the plan will be provided by the City, in digital form as raster, AutoCAD, and ArcGIS type files. WRT will use these materials to create project base maps as well as format standards for graphics and text for all project products. Lowney Architects will use the digital base data to develop a three-dimensional "Sketch-up" model of the existing corridor that can be used throughout the planning process to explore the implications of different massing, density, and building height scenarios that may be considered.

Product: Digital Base Map; graphic standards; and Sketch-up model.

1.5 Data Collection and Literature Review

The consultant team's Project Manager will work with the City Project Team/staff to develop a master list/bibliography of all documents and material relevant to the project, including: historical documents, databases, reports, studies, and plans; City Memoranda and City Council reports; environmental documents; economic and demographic data; local codes and development standards; GIS data, including existing aerial photography and property maps; and other base data. In order to minimize the time spent by the consultant team on identifying and locating relevant reports, data, and mapping, it is assumed that City staff will take the lead in assembling the necessary information.

WRT will annotate the master bibliography to identify the consultant team members responsible for researching and analyzing each datum. The City will upload the list and all available digital documents to the project website for all team members to access. Materials produced by the City and not available on-line will be provided to WRT—WRT will be responsible for procurement and return of hard copies. Each team member will review all relevant documents.

Task 2 Inventory of Existing Conditions

In this task, the consultant team will identify and analyze the factors (physical, regulatory, etc.) influencing the planning area. WRT has already conducted a cursory review of the "Upper Broadway Strategy: A Component of the Oakland Retail Enhancement Strategy" and other related documents. The emphasis of this task will be to evaluate these and other existing data pertaining to the project area with a focus on the identification of issues that have implications for future re-use and re-design of the area. It will be important to consider the range of current and past planning efforts and use these efforts as a starting point rather than reinventing the wheel.

2.1 Land Use Inventory and Regulatory Context (WRT)

Current City policies and relevant current and past planning efforts will be summarized in order to set the context for the specific plan and understand implications for retail and transit-oriented development. This will include general plan, redevelopment plan, and zoning, including recommendations developed for the downtown Central Business District as part of the Citywide Zoning Update. Existing land uses will be inventoried, vacant and underutilized parcels identified, and the pattern, intensity, and character of land uses in the planning area and adjacent areas described. Parcel sizes, ownership patterns,

building types, and other land use characteristics that could influence planning decisions will also be identified. With assistance from City staff, data on current and proposed development projects within the project area vicinity will be compiled and mapped.

Product: WRT will prepare the Land Use and Regulatory Context portion of the Administrative Draft Existing Conditions Report.

2.2 Local Market/Land Use Context (HEG)

HEG will review and assess data and information on existing conditions in the Upper Broadway area of relevance to the economic aspects of the Specific Plan process. This will include a detailed review of the Conley Team’s work and review of other background materials and studies related to market data and analyses, and development projects and plans for the area. Consideration will include the following:

- Land/property ownerships (to be provided by the City or other Team members);
- Leases and tenants;
- Ownership/lease information for auto dealerships, including lease expirations (to be provided by the City);
- Proposed and planned projects;
- Field reconnaissance with a focus on opportunity sites;
- Discussion with City staff on possible relocation of auto dealerships, including status and likely timing; and
- Input on major property owners from the City, regarding plans for the future and support/concern expressed for development of the proposed major retail concept.

Product: HEG will prepare the Local Land Use/Market Context portion of the Administrative Draft Existing Conditions Report.

2.3 Urban Design Character Inventory (WRT/Lowney)

Using existing information, field observations, and photographic inventories, WRT will document the design and development character of the project area. Buildings with significant historic or architectural quality within the planning area will be identified as well as valuable residential, commercial, institutional, and public buildings and spaces elsewhere in the surrounding community that could serve as precedents for, or otherwise influence, new development. Development patterns and building heights and massing will be described as well as areas with existing or potential land use conflicts or synergies. Significant physical and visual connections and potential gateways between the planning area and surrounding districts will also be identified. The inventory will graphically depict the land use patterns, development forms, and building prototypes that comprise and provide the basis for subsequent explorations of the ultimate character of the redeveloped area. WRT will review the urban design guidelines contained in the *Upper Broadway Strategy Report*, and all other materials and regulations relevant to design and design review.

Product: WRT and Lowney will prepare the Urban Design Inventory portion of the Administrative Draft Existing Conditions Report.

2.4 Transportation and Circulation (F&P)

Fehr & Peers will describe the existing transportation and circulation network and traffic conditions in the planning area. The scope of work assumes collection of new data, unless otherwise noted. However, if recent existing data is available, in consultation with City staff, it will be used. The following activities will be undertaken and findings summarized:

- Conduct a field reconnaissance to inventory transportation and circulation facilities in the area. This data will include: intersection lane configurations and controls, location and width of sidewalks and crosswalks, location of bike lanes and bus stops.
- Collect vehicle turning movement, pedestrian and bicycle movements during weekday AM (7:00 to 9:00 AM), weekday PM (4:00 to 6:00 PM) periods at the following major intersections within the study area:

1. Broadway/Hawthorne Avenue/Piedmont Avenue	5. Broadway/27 th Street
2. Broadway/30 th Street	6. Broadway/26 th Street
3. Broadway/29 th Street	7. 27 th Street/Valdez Street
4. Broadway/28 th Street	8. 27 th Street/Harrison Street/Bay Street

[Note: The list of study locations for this task has been limited to major intersections within the project area. Data collection at additional intersections outside the project area is included in other tasks. The final list of study intersections will be finalized in consultation with City staff.]

Based on the collected data, we will calculate the existing AM and PM peak hour intersection levels of service at the study intersections using the methodologies in the 2000 Highway Capacity Manual (HCM), and the Synchro software package.

- inventory the existing on-street and off-street parking supply in the project area and within a quarter-mile of the project area. The data collection will include inventory of available parking supply by block face and by off-street parking public facilities. We will also note potential restrictions on parking spaces such as meters, residential parking permit programs, or time restrictions. *[Note: This scope of work does not include a parking occupancy count because the proposed project would drastically change parking demand in the study area that the existing parking occupancies would no longer be applicable.]*
- Obtain from the City of Oakland and summarize collision data for the last available five years.
- Obtain from AC Transit bus ridership, boarding, and alighting data for bus stops in the project area.
- Contact BART and use recent data collected for the MacArthur Transit Village project to determine BART ridership and egress/ingress at the two BART Station near the project area. In addition, use available data from BART to estimate BART ridership and access mode for the workers and residents in the project area.
- Review census data to determine the travel behavior of area residents and workers.
- Review and summarize policies and strategies of the City and other agencies that may affect transportation and circulation in the project area.
- Collaborate with the City, AC Transit, BART and other agencies to identify proposed and planned changes to the transportation and circulation network in and around the study area.

Product: Fehr and Peers will prepare the Transportation and Circulation portion of the Administrative Draft Existing Conditions Report.

2.5 Utilities and Infrastructure (BKF)

BKF will research existing utility information with the City of Oakland, East Bay Municipal Utility District (EBMUD) and Pacific Gas and Electric. Based on available information, BKF will document the size, condition and capacity of the existing utilities in the Broadway Corridor specific plan area. BKF will meet with and interview the utility providers to document known existing capacity and condition issues. Once BKF receives base maps from utility providers, BKF will complete site reconnaissance to confirm utilities are generally as shown on the provided base maps prior to preparing the Specific Plan Base Mapping. Based on the existing zoning, BKF will summarize master plan water and sewer demands for the planning area.

2.5.1 Sanitary Sewer

BKF will review and summarize sanitary the sewer collection system, subbasin capacity and treatment plant capacity with the City of Oakland and EBMUD. The City of Oakland sanitary sewer collection system is divided into subbasins, with each subbasin allocated a sanitary sewer demand and a factor for anticipated grow. In many areas of Oakland subbasins are at, or over, their allocation. As part of this initial research we will determine with the City the status of the subbasin allocations and existing demands.

2.5.2 Domestic Water

BKF will review and summarize the domestic water system in the Specific Plan area. We will review current available flows and pressures with EBMUD. Based on the 2005 EBMUD Urban Water Management Plan, BKF will summarize existing water supplies and demands and discuss EBMUD documented anticipated demand forecasts.

2.5.3 Recycled Water

BKF will review and summarize recycled water infrastructure in the Specific Plan area. We will review the Specific Plan area with EBMUD and summarize plans for future reclaimed water infrastructure and discuss EBMUD's plans to provide recycled water.

2.5.4 Storm Drain

Based on information provided by the City of Oakland we will summarize the size and general location of storm-drain infrastructure in the Specific Plan area. We will review with the City their understanding of the available capacity currently known infrastructure issues.

2.5.5 Gas and Electric

BKF will review existing gas and electric infrastructure with Pacific Gas and Electric. We will review with them if there are known capacity issues that need to be addressed and their plans to accommodate expansion.

Product: BKF will prepare the Utilities and Infrastructure portion of the Administrative Draft Existing Conditions Report.

2.6 Community Services and Facilities (ESA)

ESA will describe the existing and planned community services and facilities as relevant to the project area, including police, fire, emergency medical services, schools, parks and recreational facilities. ESA will undertake the following activities and summarize the findings:

Fire Protection and Emergency Medical Services

- Describe existing fire protection and emergency medical services, including the service locations, response times, staffing levels and standards, and equipment employed by the City of Oakland Fire Department.
- Review and assess local and regional plans and policies pertaining to fire protection and emergency medical services for the proposed project.
- Describe any special situations that may exist within the plan area that may require special or customized fire protection or could affect emergency medical services.

Police Protection Services

- Describe existing police protection services, including service locations, response times, staffing levels and standards, equipment, and current relevant crime statistics.
- Review and assess local and regional plans and policies pertaining to police protection services for the proposed project.

Public Schools

- Identify existing elementary and secondary schools that could potentially serve the Specific Plan area.
- Identify existing enrollment and any capacity excess or shortfall at existing school facilities.
- Review and assess local and regional plans and policies pertaining to public schools for the proposed project.

Recreation and Parks / Open Space

- Identify local parks, recreation and open space areas in the vicinity of the Specific Plan area. Describe existing facilities within the parks and open space areas.
- Review and assess local and regional plans and policies pertaining to recreation and parklands for the proposed project.

Product: ESA will prepare the Community Services and Facilities portion of the Administrative Draft Existing Conditions Report.

2.7 Historic Resources Inventory (ESA)

Due to the number of historic buildings in the planning area, ESA will complete an historic resources inventory report for the entire 24-acre study area. ESA will characterize the historic context describing the historical development of the Upper Broadway study area, and conduct an intensive pedestrian-level survey and evaluation of up to 90 individual buildings and structures. Existing context statements developed for the unreinforced masonry (URM) building survey in 1994 which describes the development of Oakland's Auto Row, as well as the 25th Street Garage District, will be utilized to the greatest extent possible, with additional research and informational updates as required.

Buildings in the study area that were previously surveyed as part of the 1994 Unreinforced Masonry (URM) Survey which have existing Department of Park and Recreation (DPR) forms – about 40 buildings- will receive updated photos and a DPR addendum page describing their current condition and integrity. The remaining 50 or so buildings in the study area which were the subject of a reconnaissance-level windshield survey in 1986, and were assigned OCHS survey ratings of A-F, will be identified in the inventory (particularly those with OCHS A-B ratings or CEQA historic resources), but no DPR forms or additional evaluations of these buildings is included in this scope of work. This scope does not include structural analysis of buildings.

The historical context, updated DPR forms, a summary matrix of the existing ratings, as well as maps identifying listed and eligible historic resources will be compiled into a draft inventory report for review by CEDA. ESA will prepare a final report based on comments received by CEDA on the draft report.

2.8 Environmental Factors (ESA)

As a component of its work on the Environmental Impact Report in Phase IV, ESA will provide the team with existing conditions and potential constraints information related to the following environmental factors, such as air quality; biological resources; cultural resources (see Task 2.7); geology, seismicity, and soils; hazards and hazardous materials; and hydrology and water quality. In order to maintain efficiencies at this stage of the Specific Plan and EIR process, this information will be passed along to the project team through team meetings and as draft text rather than a formal background report. WRT will incorporate known issues and constraints in its summary report (see next subtask), while ESA will formally prepare this information consistent with the legal requirements of CEQA for description of existing conditions for the Environmental Impact Report.

Product: ESA will prepare the Environmental Factors portion of the Administrative Draft Existing Conditions Report.

2.9 **Administrative Draft Existing Conditions Report (WRT/Team)**

WRT will consolidate all the consultant team's analysis of existing conditions into a single "Administrative Draft Existing Conditions Report." The report will draw connections between land use, urban design, circulation, and infrastructure to identify the overarching issues, opportunities, and constraints facing the Broadway corridor as well as more detailed factors that could have implications for retail development envisioned in the Upper Broadway Strategy report and other redevelopment in the planning area. This analysis will result in a series of maps and diagrams that depict the development suitability of different sections of the planning area and indicate appropriate ranges of development types and land uses. Areas that present unique redevelopment opportunities will be defined, as will types of uses appropriate to each area, the available land area for substantial redevelopment, visibility and access, and other factors that support these uses and condition their density and form.

Based on the findings of the Existing Conditions Report in combination with the input from the first community workshop and the TAC and CAC meetings, the consultant team will prepare a preliminary vision statement and goals and objectives for the planning area. The report will include descriptive text as well as maps and other graphics illustrating the report contents. The report and associated graphic materials are intended as working documents for use by the consultant team and City in the formulation and consideration of project alternatives in Phase II.

Product: Administrative Draft Existing Conditions Report.

2.10 **City Review, Revisions, and Final Existing Conditions Report (WRT/Team)**

The consultant team will incorporate changes to the Administrative Draft Existing Conditions Report as requested by City staff. City comments will be provided in a single, internally consistent set of revisions in redline/strikeout format showing additions and deletions.

Product: Final Draft Existing Conditions Report.

Task 3 **Market Demand Analysis and Precedents**

3.1 **Market Demand Analysis**

Using the *Upper Broadway Strategy* as the basis, Hausrath Economics Group (HEG) will undertake review and analysis focused on key components of the development concept:

- Market demand for major retail;
- Sites, locations, critical mass, and district scale for successful retail; and
- Mix of uses, building types, and development densities based on feasibility requirements and market demand for upper-floor uses.

The results will provide input for developing the land use/urban design alternatives for the Specific Plan.

3.1.1 Retail Market Demand, Opportunity Sites, Critical Mass, and District Scale for Major Retail

Based on the recent Conley analysis, key aspects of the demand for comparison retail will be summarized to provide the context for this effort (expenditure potentials, sales leakage, supportable retail, etc.). Then attention will be focused on the development parameters that are important for achieving successful major retail development.

It is critical that major comparison retail development have the *right site area in the right locations* for creating a critical mass of retail. With that in mind, HEG will review the opportunity sites in the area to confirm the assessment of the Upper Broadway Strategy from a retail market perspective and to identify refinements, as appropriate. The review will identify key aspects of importance for the Specific Plan alternatives, concerning sites and development configurations, including:

- opportunities and constraints from a market and retailing perspective;
- minimum scale (site size) and building square footages;
- desired configurations;
- locations for anchors; and
- desired access and parking from retail industry perspective.

This review also will provide input on the boundaries of the area for the Specific Plan, either confirming those already identified or suggesting modifications.

This task will be completed by HEG and draw upon the outside expertise of Philip Boname of Urbanics Consultants. Mr. Boname can draw upon many years of experience with major retail developments in urban downtowns in other U.S. and Canadian cities. He has worked for retailers, developers, and the public sector in successfully implementing downtown, mixed-use retail development of the type desired in Oakland.

3.1.2 Other Market Demand and Mixed-use Feasibility

Market Demand for Upper-floor Uses. The *Upper Broadway Strategy* identifies the need for mixed-use development to support land costs in the area, and recommends housing over major retail for the urban mixed-use concept. Since that analysis, the housing market has taken a substantial downturn, and there is a long pipeline of already approved projects downtown that are now on-hold. Thus, it makes sense to review the market for possible upper-floor uses and to identify trends and aspects of demand that are relevant to:

- the timing and amounts of demand that could be absorbed in the study area, and
- the revenues they could provide from sales prices or rents.

Consideration will be given to rental housing, ownership housing, and office, including commercial office and medical office. Implications of the timing of demand for upper-floor uses *vis-à-vis* the timing for developing a critical mass of major retail on the ground floors will be addressed. Consideration also will include the broader market context of how development of housing or office uses in the study area relates to those uses elsewhere in downtown or other parts of the city.

Mixed-use Feasibility and Building Types. Starting with the Conley work for the *Upper Broadway Strategy*, HEG will review and update the financial feasibility analyses of mixed-use building prototypes to assess their ability to support land values high enough to cover land costs in the area. Sensitivity analysis will be performed to test the effects on feasibility of different densities and types of development.

For assessing feasibility, project revenues will be reviewed and refined as needed based on the updated market assessment described above. Building prototypes and development cost estimates will be reviewed and revised as needed with input from the architect and engineers on the Consultant Team and in light of other recent HEG data testing the feasibility of housing prototypes in downtown Oakland. Different densities and types of development will be tested to identify effects on project feasibility, including building heights, construction types, and above-ground or underground parking.

The results of this analysis will confirm and refine the work already done for the Conley report and will provide direction as to the mix of uses and the building types that are the most feasible for development.

This task will draw from recent work done by HEG to test the feasibility of prototype housing developments in Oakland, with data derived from actual Oakland developments, including numerous projects in downtown and the Upper Broadway area. For analyzing the economic impacts of proposed inclusionary housing requirements, HEG interviewed Oakland developers, collected data and information from actual Oakland projects, and discussed factors affecting project feasibility and the market for downtown housing. HEG also has completed analyses and forecasts of the office market in Oakland.

In addition, HEG will look to Mr. Boname/Urbanics for input on the success of mixed-use building types in urban developments providing major retail in other cities.

3.2 Market Precedents Study

The WRT team will prepare a review of comparable precedents that include local as well as more distant examples in order to show decision-makers and the community successful examples of urban mixed-use development with major retail, in a transit-oriented setting, with the intent of helping people visualize what the concept could look like and to provide understanding of what it took to get the project built and to achieve successful operation. A slide presentation/virtual tour will be developed that includes a range of relevant samples, including examples from outside the Bay Area.

Combining the national resources of WRT team members (Urbanics, Fehr & Peers, Lowney, and WRT), WRT will compile a focused list of precedents that are relevant to the situation along the Broadway corridor. In addition to photos and graphics that describe their physical form and character, information will be provided (as available) for each precedent regarding factors such as transit availability, freeway access, size, density, parking standards and strategy, and development program. In this way, people will be able to better understand the complex dynamics of building destination retail in a mixed use format and a redevelopment context, and their relevance to the Broadway corridor. As part of the precedents study, a self-guided tour will be developed for projects within the Bay Area, such as Walnut Creek, Emeryville/Bay Street and San José/Santana

Row, all of which have aspects that are relevant, although they do not include the same type of urban mixed-use development with major retail envisioned for Upper Broadway.

Product: Market Precedents Study and PowerPoint "Tour".

3.3 Administrative Draft Market Demand Analysis and Precedents Report (HEG)

HEG will consolidate its analysis and findings into a single "Administrative Draft Market Demand Analysis and Precedents Report" for review and comment by City staff.

3.4 City Review, Revisions and Final Market Demand Analysis and Precedents Report (HEG)

HEG will incorporate changes to the Administrative Draft Existing Conditions Report as requested by City staff. City comments will be provided in a single, internally consistent set of revisions in redline/strikeout format showing additions and deletions.

Product: Final Draft Market Demand Analysis and Precedents Report

Task 4 Meetings

WRT will coordinate with City staff prior to each meeting to prepare the agenda and ensure that appropriate individuals and groups are requested to attend. WRT will also coordinate meeting scheduling and noticing with staff and provide meeting agendas and meeting minutes associated with all public meetings in accordance with the Sunshine Act and Brown Act.

4.1 Consultant Meetings with City Staff

The scope assumes regular consultant meetings with the City throughout the process to present and review work products and coordinate next steps. Specifically, the budget assumes five (5) coordination meetings between WRT and staff at key points in Phase I, with other consultant team members attending as needed (see budget for time allocated). These meetings are in addition to specified attendance at the kick-off meeting, the public workshop, and public hearings. Team members will be available to attend additional meetings and hearings on a time-and-materials basis at the City's request.

4.2 Technical Advisory Committee Meetings #1-2

WRT will meet with the Technical Advisory Committee (TAC) at key points in the process to review progress and findings and receive direction. The Technical Advisory Committee will be comprised of key project management staff of the City. It will function as a streamlined forum for dissemination of project information and coordination and discussion of interdepartmental issues.

4.2.1 TAC Meeting #1: Kick-Off. The focus of the first TAC meeting will be on introducing all the players, reviewing the scope and schedule of work, discussing the role of the committee, reviewing the concepts set forth in the Upper Broadway Strategy, and, most importantly, soliciting feedback from TAC members on their particular perspectives, concerns, and visions for the planning area and process.

4.2.2 TAC Meeting #2: Existing Conditions. The focus of the second TAC meeting will be on reviewing the preliminary findings of the Existing Conditions and Market Demand Analyses and soliciting feedback. This meeting will be scheduled during City review of the Administrative Draft Existing Conditions and Market Demand reports to allow for incorporation of TAC feedback into the final reports.

Product: Agendas, Meeting Materials, and Minutes.

4.3 Citizen Advisory Committee Meetings #1-2

4.3.1 CAC Meeting #1: Kick-Off. The focus of the first CAC meeting will be on introducing all the players (consultants, staff, and committee members), reviewing the scope and schedule of work, discussing the role of the committee, reviewing the concepts set forth in the Upper Broadway Strategy, and, most importantly, soliciting feedback from CAC members on their particular perspectives, concerns, and visions for the planning area and process.

4.3.2 CAC Meeting #2: Existing Conditions. The focus of the second CAC meeting will be on reviewing the findings of the Existing Conditions and Market Demand analyses and soliciting feedback.

Product: Agendas, Meeting Materials, and Minutes.

4.4 Community Workshops #1-2

4.4.1 Community Workshop #1: Vision and Goals. The first Community Workshop will be used to familiarize the community with the intent of the Specific Plan process and preliminary concept set forth for the planning area in the Upper Broadway Strategy report. It will also be used to solicit community input on both their long-term visions and goals for the area, as well as issues and concerns they may want addressed during the planning process. The

workshop will be structured to maximize active community participation and input through a series of interactive exercises which foster dialogue amongst the community members and the planning team. The goal of the workshop will be come away with a series of vision and goal statements that will inform the planning process.

4.4.2 Community Workshop #2: Existing Conditions. The second workshop will focus on updating the community on the findings of the planning team's research into existing conditions and market conditions, and describing potential opportunities and constraints to redevelopment of the Broadway corridor that may be posed by those conditions. In addition, the workshop will provide a "virtual tour" of a series of comparable precedents to show the scale and character of development that might occur in the planning area. Community input will be solicited on preferences regarding the type of development and uses they consider appropriate in the planning area and their priorities for addressing constraints and pursuing opportunities.

Product: Agendas, Meeting Materials, and Minutes.

4.5 Interviews with Key Property Owners and Brokers (WRT, HEG)

WRT and HEG will conduct a series of interviews with key planning area landowners to understand their interests and concerns. For efficiencies sake, interviews will be clustered over a two-day period. It is assumed that up to ten (10) interview will be conducted with each lasting approximately one (1) hour. In addition, HEG will meet with key real estate brokers who have expressed interest in the planning area to better understand the planning area's position in the market. City staff will be responsible for identifying key landowners and brokers for the Project Team, and will be responsible for scheduling and providing a location for the interviews. HEG will produce a memo summarizing the key interview findings.

PHASE II: EXPLORING ALTERNATIVES

During this phase, the team will develop and explore the implications of two primary concept alternatives, and 2-3 sub-alternatives for key opportunity sites—related to land use, density, circulation, open space, community facilities and services, and economic development—comparing their feasibility, circulation implications, and relative merits and implementation challenges in achieving the project goals and objectives. Based on this analysis, and on community input gathered at community workshops, a preferred concept for the planning area will be developed and refined. This phase will call on the vision, technical expertise, and design talents of the consultant team and the City staff to create redevelopment strategy that is both viable in the marketplace and addresses the community's desires. As in Phase I, the approach will be closely collaborative in order to generate and evaluate various redevelopment concepts.

Task 5 Land Use / Urban Design Alternatives

5.1 Preliminary Alternative Concepts (WRT/Team)

The consultant team will prepare two primary land use alternatives and 2-3 development capacity sub-alternatives for key opportunity sites with the planning area. The starting point for the alternatives will be Alternative I from the *Upper Broadway Strategy Report* (Figure 3, page 26). Based upon information gathered in the first phase, this alternative will be developed and refined in order to better understand its implications. In order to test the implications for transit benefit, market feasibility, community character, and other environmental factors, it is assumed that the second alternative will explore a slightly different land use mix (but still consistent with the basic direction of mixed use with destination retail) and probably higher intensities. These concepts will be developed collaboratively amongst the consultant team with input from City staff. For each alternative, the team will prepare a detailed breakdown of the development program and create a three-dimensional "Sketch-up" model that illustrates the physical form of the scenario at buildout.

Concepts the team might explore in the alternatives include:

- The type, density, and distribution of land uses, including uses to attract, relocate, and discourage;
- Areas appropriate for introducing major destination/anchor retail versus smaller local-serving retail;
- Techniques for mixing/integrating new residential uses with new retail uses;
- Distribution of parking and size of structures;
- Strategies for preserving/re-using historic structures;
- Enhancements to the transit, bicycle, and pedestrian systems to create "complete" streets;
- Special treatments for landmark sites, gateways, and important connections and corridors;

- Locations, form, and character of open space and park elements;
- Incorporation of new community facilities and services into the larger urban context; and
- Linkages and integration with the surrounding neighborhoods in the project vicinity.

HEG will participate in formulating the alternatives, reviewing how alternatives address market and financial feasibility considerations as well as other factors affecting ability to develop and to attract developers and tenants. Specifically, HEG will help address the extent of and locations for major ground-floor retail uses throughout the Plan area based on market demand. After addressing the district scale locations for one or more nodes of major retailing, there may be locations on side streets and interim blocks where smaller-scale retail/commercial uses makes sense.

5.2 Administrative Draft Alternatives Analysis (Team)

Using the concept alternatives developed by WRT, the consultant team will prepare a comparative evaluation considering the qualitative advantages and disadvantages of each, as well as quantitative profiles where appropriate. Each alternative will have a quantitative profile that includes the square feet of retail by category, the number and type of residential dwelling units; and the area of other commercial/office development. Each alternative will also be evaluated for its urban design character including factors such as walkability, sense of place, and access to public space. Based on these profiles, technical analyses will be prepared to evaluate the market feasibility (see Task 6) and transportation implications (see Task 7) of each alternative. A conceptual evaluation will also be made of the infrastructure demands of the two scenarios. Collectively, the team's evaluation will identify which concept is most feasible and most consistent with project goals. At this point, the evaluation is not intended to provide a comprehensive description of the impacts of each draft alternative, but to provide the information necessary for the City and the community to make informed choices among available options.

The alternatives analysis may be amended up to three times to reflect any comments received from City staff in redline/strikeout format showing additional additions and deletions

Product: Administrative Draft, Screencheck Draft, and Final Draft Alternatives Analysis Report.

5.3 City Review, Revisions and Final Alternatives Analysis Report (WRT/Team)

WRT will incorporate changes to the Administrative Draft Alternatives Report as requested by City staff. City comments will be provided in a single, internally consistent set of revisions in redline/strikeout format showing additions and deletions.

Product: Final Alternatives Analysis Report

5.4 Technical Advisory Committee Meeting #3: Land Use & Urban Design Alternatives and Analysis

Key members of the consultant team will meet with the TAC to review the alternatives, discuss the findings of the alternatives analysis, and solicit feedback from TAC members on clarifications or refinements that should be considered. This meeting will be scheduled during City review of the Alternatives Analysis Report to allow for incorporation of TAC feedback into the final report.

Product: Agendas, Meeting Materials, and Minutes.

5.5 Citizens Advisory Committee Meeting #3: Land Use & Urban Design Alternatives and Analysis

Key members of the consultant team will meet with the CAC to review the alternatives, discuss the findings of the alternatives analysis, and solicit feedback from CAC members on clarifications or refinements that should be considered. The consultant team will also strategize with the CAC on the best approach to presenting the alternatives to the community in the upcoming community workshop.

Product: Agendas, Meeting Materials, and Minutes.

5.6 Community Workshop #3: Land Use & Urban Design Alternatives and Analysis

The consultant team will present the Land Use and Urban Design Alternatives to the community and review the findings of the alternatives analysis. Although open to other formats, we are inclined to use an informal open house format to allow people to circulate, review pieces of the alternatives that are of most interest to them, ask questions of the planning team, and identify preferences and/or issues. Different techniques would be used for soliciting feedback, including comment cards, simple preference voting, and direct annotation on plan maps.

Product: Agendas, Meeting Materials, and Minutes.

5.7 Presentations to the LPAB and PRAC

The consultant team will present the Land Use and Urban Design Alternatives to the LPAB and PRAC, review the findings of the alternatives analysis, and receive feedback from the two City bodies.

5.8 Presentation to the City Council

The consultant team will present the Land Use and Urban Design Alternatives and the findings of the alternatives analysis to the City Council for its consideration and comment.

Task 6 Market Feasibility Analysis

6.1 *Financial feasibility, focusing on opportunity sites and groups of sites (HEG)*

HEG will assess the overall feasibility of the private development, identifying the aspects of the alternatives that could be covered by project revenues and the aspects that will require other funding from district-wide and public sources (such as parking, streetscape improvements, etc.). This work will draw from the feasibility testing of uses and building types in Phase I, focusing now on opportunity sites and groups of sites as envisioned for development under the Plan alternatives.

6.2 *Rationale for densities, use mix, and scale of development (HEG)*

Questions about density and scale of development are likely to arise in the community process. The economic analyses will be used to address these questions from the perspective of how much density is needed for feasibility and the mix of uses that makes sense from both a market and financial feasibility perspective. The related issue of the mix of uses in the study area *vis-à-vis* other parts of downtown and elsewhere in the city also will be addressed, focusing on types of retailing, housing, and office.

6.3 *Phasing and timing of development (HEG)*

HEG will provide input to illustrate likely phases and timing of development for the alternatives, from the perspective of market demand and the creation of the needed scale and critical mass.

6.4 *Shopping opportunities, jobs and population, and relationships to other retail in Oakland (HEG)*

HEG will provide evaluations of the alternatives to further identify the implications of each for decision-makers and the community. The assessment will address:

- Shopping opportunities to be provided and ability of the alternatives to recapture the leakage of resident expenditures for retail.
- The numbers and types of jobs in development of retail, office, and other non-residential uses under each alternative, and the numbers of households and population to be accommodated by residential development in the Plan area.
- Relationship of the major retail component of the alternatives to existing neighborhood commercial districts nearby and elsewhere in Oakland, to identify any potential effects.

6.5 *Developer/Retailer Input: Interviews (HEG/Urbanics)*

Input will be sought from developers and other knowledgeable interests (such as retail industry brokers and representatives) to further assess the viability of the Plan alternatives from a development and retail industry perspective. Consideration will focus on market aspects, financial feasibility, the urban design/land use alternatives, and other factors that will affect decisions to develop and the success of an urban mixed-use development with major retail as envisioned. HEG will coordinate with other Team members (Mr. Boname, Lowney) and City staff to identify parties to be contacted. Already interested developers will be included. The input will be useful in selecting a preferred alternative and in refining the alternatives into the Specific Plan.

6.6 *City Review, Revisions, and Final Market Feasibility Analysis (HEG)*

HEG will incorporate changes to the Administrative Draft Market Feasibility Report as requested by City staff. City comments will be provided in a single, internally consistent set of revisions in redline/strikeout format showing additions and deletions.

Product: Final Market Feasibility Analysis

Task 7 Transportation Analysis

There are several sub-elements to this task. These sub-elements are the main transportation and circulation studies that will be used to complete the appropriate sections of the Specific Plan and EIR. Although they are presented as separate tasks with discrete deliverables, it is intended that they will inform each other to present a unified and consistent analysis for the proposed project.

7.1 *Parking Demand Analysis (F&P)*

Fehr & Peers (F&P) will develop a parking demand model to estimate the parking demand of the proposed project by hour of day, day of week, and month of year. The model will account for shared parking within various uses within the project, proximity to transit, and trip linking due to mixed uses within the

project area. The parking model will be used to estimate parking demand for up to three land use alternatives. The model will also be used to estimate the effects of various parking management and transit enhancement strategies on parking demand.

F&P will also determine parking supply for the project area as required by the City's Zoning Code. Based on the results of the model, F&P will recommend appropriate on-street and off-street parking supply, pricing strategies, and parking management policies (Potential strategies and policies were previously discussed under Project Understanding and Approach section). It is expected that the parking demand generated by the project would be accommodated by the parking supply provided within the project area. If parking demand cannot be accommodated within the project area, then additional measures and strategies will be recommended to reduce the impacts of parking intrusion into the adjacent residential neighborhoods.

HEG & WRT will coordinate with F&P's analysis, conferring on parking standards, the extent of parking located in new developments and in nearby structures, and the locations for and types of parking structures. The perspective of the economists and urban designers will be on the provision of parking that supports successful retail development and maintains overall financial feasibility.

7.2 Traffic Impact Analysis (F&P)

F&P will complete a traffic impact analysis for the proposed project in accordance with guidelines established by City of Oakland Transportation Service Division (TSD). The steps used to complete the traffic impact analysis are described below:

- Project Trip Generation - Fehr & Peers will develop a trip generation model to estimate weekday daily, and AM and PM peak hour vehicle and transit trip generation for the project using the *Ds* method previously described under the Project Understanding and Approach section to account for transit accessibility and mixed use characteristics of the proposed project. The trip generation model will also account for the current uses in the project area that will be eliminated as part of the proposed project. Similar to the parking demand model, the trip generation model will be sensitive to parking management and transit enhancement strategies. F&P will estimate trip generation for up to three project alternatives. F&P will also collaborate with the project team to refine project land uses and design guidelines that would reduce project vehicle trip generation.
- Saturday Traffic Impact Analysis [Optional Task] - Since the proposed project would be a primarily retail development, it is expected to generate substantial traffic on Saturdays. However, the current amount of traffic on Saturdays is lower than weekday peak hour traffic. Although not included in this scope of work and budget, Fehr & Peers can expand the Traffic Impact Study presented in Task 7 to include a Saturday traffic impact analysis as an optional task if requested. As part of this optional task, we will expand the trip generation model to include daily and peak hour Saturday trip generation. We will also collect intersection turning movement counts at the study intersections previously identified and conduct a Saturday peak hour traffic operations analysis using the same methodology under the same scenarios. We will use the ACCMA Model to develop Saturday peak hour volumes by applying the current difference between the weekday and Saturday volumes to the future weekday forecasts. Similar to the weekday peak hour analysis, we will identify impacts and if needed, potential mitigation measures.
- Project Trip Distribution and Identification of Study Locations - Fehr & Peers will use the Alameda County Congestion Management Agency (ACCMA) Countywide Travel Demand Model to estimate the trip distribution for the proposed project. Based on the trip distribution, project trip generation will be assigned to the surrounding roadway network. Fehr & Peers will work with TSD staff to establish a screening methodology to identify the intersections that would most likely be impacted by the project. This scope of work and budget assume that 15 intersections in addition to the intersections identified in Task 2 would be analyzed. The list of study intersections will be finalized in consultation with City of Oakland staff.
- Future Baseline Traffic Volumes - Fehr & Peers will use the latest available ACCMA Model to forecast year 2015 and year 2030 baseline intersection volumes. F&P will review the existing and future model land use and roadway network assumptions in the vicinity of the project site. F&P will also compare the existing AM and PM peak hour volumes forecasted by the model with existing counts to determine if the model validates in the study area. The results of the model review will be summarized in a memorandum and submitted to City staff for review and approval. If necessary, Fehr & Peers will discuss potential revisions to the model with City staff. This scope of work and budget estimate assume that model revisions would be minimal.

[Note: The ACCMA model will be used to develop weekday AM and PM peak hour intersection volume forecasts using the process established by City of Oakland. Intersection volume forecasts for years 2015 and 2030 will be developed to establish baseline cumulative conditions for each of the horizon years. Fehr & Peers will develop the Baseline Plus Project Conditions volumes by adding the traffic generated by the proposed project to the baseline conditions volumes.]

- Intersection Operations Analysis – Fehr & Peers will use the methodologies in the 2000 HCM and the Synchro software package to analyze intersection operations at the study intersections under the following scenarios:
 - Existing Conditions
 - Existing Plus Project Conditions
 - Baseline Year 2015 Conditions no Project Conditions
 - Baseline Year 2015 Conditions Plus Project Conditions
 - Baseline Year 2030 Conditions no Project Conditions
 - Baseline Year 2030 Conditions Plus Project Conditions

[*Note: Consistent with CEQA requirements, the traffic analysis scenarios above do not account for the proposed Telegraph Avenue BRT project because it has not been approved yet and it does not have full funding. If desired, a supplemental analysis can be completed to account for this project which would modify traffic patterns in the study area.*]

- Impact Analysis – Based on the significance criteria established by City of Oakland, Fehr & Peers will identify the significant impacts on the transportation network for the scenarios above. Fehr & Peers will recommend feasible mitigation measures where feasible. These mitigation measures will also account for potential secondary impacts on pedestrians, bicyclists and transit vehicles. In addition, parking management, transit enhancement, and access improvements previously discussed will also be considered to reduce project impacts on traffic operations.

7.3 Access Plan (F&P)

Fehr & Peers will prepare an Access Plan that will explore additional opportunities to reduce traffic congestion and parking demand and increase use of other modes in accessing the project area. In addition to the project area, the Access Plan will also explore improvement opportunities on surrounding streets as they will also be used to access the project area from the surrounding neighborhoods and transit nodes such as the 19th Street and MacArthur BART Stations and the proposed Telegraph Avenue BRT project. The Access Plan will also explore potential TDM measures that can be implemented to reduce the single-occupant vehicle trips generated by the project residents, employees, and retail visitors.

Potential opportunities to enhance non-auto mode access are briefly described below:

- Pedestrians – The proposed project envisions creating a pedestrian-friendly main street environment. A key component of assuring that this vision is successful will be to review and refine the pedestrian systems in the area. F&P will review the City's *Pedestrian Master Plan* to identify planned improvements and the ultimate vision for pedestrian improvements on the project streets. The analysis will encompass the streets and intersections within the project boundary and extending off-site connecting to transit nodes and other major destinations within walking distance of the project area. Points of emphasis will be the quality of sidewalk environments, universal access (ADA accessibility) and convenience and safety of the pedestrian environment. This will also include a review of collision records in the project area and surrounding streets to identify safety concerns, particularly relating to pedestrian travel.
- Bicycles – The bicycle analysis will include a review of the City's *Bicycle Master Plan* to identify improvements that should be included along project streets and bicycle parking facilities within the project area. F&P will coordinate this analysis with the City's Bicycle Coordinator and, as appropriate, make recommendations about providing bike lanes or other appropriate bicycle facilities within the project area and surrounding streets to provide bicycle connections to major destinations in the surrounding areas, such as the BART Stations.
- Transit – Fehr & Peers will coordinate with transit agencies in the area (BART and AC Transit) to explore strategies that enhance transit service in the area. F&P will explore implementation of new shuttle services in the project area and also coordinate with the current shuttle operators in the area (e.g., Emery-Go-Round and various medical center shuttles) to potentially expand existing shuttle services to the project area. F&P will also estimate potential increases in ridership for each potential strategy previously discussed under the Project Understanding and Approach section.

The deliverables mentioned in the above sub-elements will be summarized in stand alone draft documents. F&P will revise these documents up to three times in redline/strikeout format showing additions and deletions based on comments received.

7.4 Administrative Draft Transportation Analysis (F&P)

F&P will consolidate its analysis and findings into a single "Administrative Transportation Analysis" for review and comment by City staff.

Product: Administrative Draft Transportation Analysis Report.

7.5 City Review, Revisions and Final Transportation Analysis Report (HEG)

HEG will incorporate changes to the Administrative Draft Existing Conditions Report as requested by City staff. City comments will be provided in a single, internally consistent set of revisions in redline/strikeout format showing additions and deletions.

Product: Final Transportation Analysis Report

7.6 Technical Advisory Committee Meeting #4

The fourth TAC meeting will be used to present the findings of the Traffic Demand Analysis and the Parking Demand Analysis to the committee, discuss the implications for the two alternatives, including potential modifications to use, intensity, or TDM and parking strategies, and solicit feedback from TAC members on clarifications or refinements that should be considered. This meeting will be scheduled during City review of the Traffic Demand & Parking Demand Analysis Reports to allow for incorporation of TAC feedback into the final reports.

Product: Agendas, Meeting Materials, and Minutes.

7.7 Citizen Advisory Committee Meeting #4

The fourth CAC meeting will be used to present the findings of the Traffic Demand Analysis and the Parking Demand Analysis to the committee and discuss the implications for the two alternatives, including potential modifications to use, intensity, or TDM and parking strategies.

Product: Agendas, Meeting Materials, and Minutes.

Task 8 Infrastructure Analysis

BKF will prepare a summary of the utility demands represented by buildout of the Specific Plan land uses and area under the proposed alternatives. These utilities demands will be compared with the existing demands and currently projected growth. Existing demands and projected planning area utility demands will be reviewed with the utility companies and potential impacts and mitigations identified. It is assumed that the utility provider will provide modeling necessary to document potential system impacts if necessary. Where appropriate BKF will prepare exhibits conceptually showing required utility infrastructure to support development proposed by the Specific Plan

8.1 Sanitary Sewer (BKF)

Based on the alternative development scenarios, BKF will estimate ultimate sanitary sewer demands. BKF will review the demands with EMBUD to determine treatment plant capacity. We also review sanitary sewer demands with the City of Oakland and determine if there is subbasin capacity to support development of the Specific Plan. If subbasin capacity does not exist, we will review options with the City which may include reallocation of capacity from other subbasins or implementation of the City of Oakland's inflow and infiltration correction program to provide peak wet weather capacity by decreasing existing sanitary sewer inflow and infiltration. We will also review sanitary sewer pipe capacity with the City to identify sewer mains that may be impacted by development of the Specific Plan area and what mitigations may be required.

8.2 Domestic Water (BKF)

Based on the alternative development scenarios, BKF will estimate ultimate domestic water demands. We will discuss with EBMUD how these demands conform to their Urban Water Management Plan and what impact these demands will have on their local distribution network and what mitigations may be required.

8.3 Recycled Water (BKF)

If recycled water is available in the Specific Plan area, BKF will estimate recycled water demands for landscape and other recycled water uses and discuss with EBMUD their ability to serve the area with recycled water.

8.4 Storm Drain (BKF)

Based on the urban nature of the existing site, we do not anticipate that redevelopment of the Specific Plan area will increase storm water runoff and have an impact on the local storm drain system. We will review with the City existing know capacity issues and potential mitigations. The City of Oakland currently has a policy to try to reduce storm water runoff from existing sites. The impact of implementing this policy will need to be discussed with the design team and the City. If this policy is implemented storm water detention will be required. We will need to review if this is a site by site requirement, or if there is an area wide solution that is funded by developers, but is not imposed on each individual site.

8.5 Storm Water Quality (BKF)

Based on existing uses and the proposed urban infill/redevelopment nature of the Specific Plan area, we anticipate that options to implement storm water quality will be limited and will be the responsibility of the individual development. We therefore would like to review with the City if it makes sense to consider other, more global storm water quality options that may take advantage and maybe help shape the design of the streetscape and open spaces. Providing global storm water quality solutions may reduce or remove the burden of complying with storm water quality requirements and in turn make redevelopment in

the Specific Plan area more feasible. Should the City decide to pursue a more global storm water quality option, the design team can discuss the impact to the project scope.

8.6 Gas and Electric (BKF)

BKF will review the specific plan concept with Pacific Gas and Electric and determine if they have capacity to serve redevelopment of the Specific Plan area. We will discuss with them impacts to their gas and electric facilities and potential mitigations.

8.7 Infrastructure Costs (BKF)

BKF will prepare an opinion of probable construction costs including contingency and design costs, in 2010 dollars for street and utility infrastructure mitigations identified. We will also provide a prioritization for projects to facilitate redevelopment of the Specific Plan area.

It is anticipated that the work completed under this section will be the basis for preparing the Utilities and Infrastructure Element of the Specific Plan and for preparing anticipated infrastructure costs to support development of the Specific plan to be used in the Financing and implementation portions of the Specific Plan. This work will also be used to document the impacts and mitigation identified in the project CEQA analysis.

8.8 Administrative Draft Infrastructure Analysis (BKF)

F&P will consolidate its analysis and findings into a single "Administrative Transportation Analysis" for review and comment by City staff.

Product: Administrative Draft Transportation Analysis Report

8.9 City Review, Revisions and Final Infrastructure Analysis Report (BKF)

BKF will incorporate changes to the Administrative Infrastructure Analysis Report as requested by City staff. City comments will be provided in a single, internally consistent set of revisions in redline/strikeout format showing additions and deletions.

Product: Final Infrastructure Analysis Report

Task 9 Public Realm Design Standards and Guidelines

9.1 Streetscape Improvement Concepts (WRT/F&P)

WRT and Fehr & Peers will collaborate to develop design standards and guidelines for the public realm, including facilities for cars, transit, bicycles, and pedestrians. Starting from the preliminary concepts set forth in the Upper Broadway Strategy Report, WRT and F&P will establish street design standards and location for street widths, medians, sidewalks, crosswalks, and on-street parking. Design standards and guidelines will also be provided for transit amenities (bus stop and shelters), bicycle parking, signage, street furniture, street trees, landscape improvements, gateway enhancements, and other facilities and amenities that will be used by pedestrians and bicyclists in the project area. The consultant team will coordinate with AC Transit, BART, and City of Oakland Public Works to ensure that their design standards and guidelines are incorporated. We will also review and incorporate applicable design standards such as the City's *Pedestrian and Bicycle Master Plans*, and ensure compliance with the Americans with Disabilities Act (ADA). The intent of these design standards is to enhance existing facilities and planned improvements to further support transit, bicycling, and walking as safe and convenient modes of circulation in the project area, and to provide streetscape improvements that will enhance the quality of life for the community and support the success of the City's retail mixed use development concept.

9.2 Administrative Draft Public Realm Design Standards and Guidelines (WRT)

WRT will consolidate its streetscape improvement concepts and station access improvement recommendations into a single "Administrative Draft Public Realm Design Standards and Guidelines Report" for review and comment by City staff.

Product: Administrative Draft Public Realm Design Standards and Guidelines Report

9.3 City Review, Revisions and Final Infrastructure Analysis Report (WRT)

WRT will incorporate changes to the Administrative Draft Public Realm Design Standards and Guidelines Report as requested by City staff. Up to three rounds of revisions are assumed in the scope. City comments will be provided in a single, internally consistent set of revisions in redline/strikeout format showing additions and deletions.

Product: Final Public Realm Design Standards and Guidelines

9.4 Technical Advisory Committee Meeting #5

The fifth TAC meeting will be used to present and discuss the access plan, streetscape design concepts, standards and guidelines to the committee, and solicit feedback from TAC members on clarifications or refinements that should be considered. This meeting will be scheduled during City review of the Public Realm Design Standards and Guidelines Report to allow for incorporation of TAC feedback into the final report.

9.5 Citizen Advisory Committee Meeting #5

The fifth CAC meeting will be used to present and discuss the access plan, streetscape design concepts, standards and guidelines to the committee, and solicit feedback from the CAC members on clarifications or refinements that should be considered.

Product: Agendas, Meeting Materials, and Minutes.

9.6 Community Workshop #4: Public Realm Design Standards and Guidelines

The consultant team will present the Access Plan and preliminary streetscape design concepts, standards and guidelines to the community, and solicit community feedback on whether the proposed enhancements address their needs for convenience, safety, and comfort.

Product: Agendas, Meeting Materials, and Minutes.

Task 10 Preferred Concept

In this task, the consultant team will incorporate input and conclusions reached in Tasks 5, 6, 7, and 8 to prepare a preliminary preferred concept that will be refined based on additional City input, and which will provide the basis for the Broadway Retail Corridor Specific Plan.

10.1 Preliminary Preferred Concept (Team)

Based on input from the community, CAC, TAC and City staff, and on the evaluation of the physical and functional characteristics of the concept alternatives, the consultant team will formulate a preliminary preferred concept for the planning area. The preliminary concept will include various elements described in the concept alternatives—including land use, urban design, circulation, infrastructure and community facilities—but will be developed at a more refined level to reflect input gathered at the community workshop.

10.2 Administrative Draft Preferred Concept Report (WRT/Lowney)

The preferred concept will be finalized and consolidated into a cohesive scheme, with refinements incorporated according to input from the City. The Preferred Concept will be documented with a land use and circulation plan, an illustrative plan, a 3-D model, and development program. Narrative text will be provided describing the plan and the community's vision for the Broadway Retail Corridor. The narrative will be supplemented with a series of goals and objectives. The preferred concept will provide the basis and support for the policy framework, development standards and guidelines, and implementation measures that will comprise the specific plan document.

Products: Administrative Draft Preferred Concept Report.

10.3 City Review, Revisions and Final Preferred Concept Report (WRT)

WRT will incorporate changes to the Administrative Draft Preferred Concept Report as requested by City staff. City comments will be provided in a single, internally consistent set of revisions in redline/strikeout format showing additions and deletions.

Product: Final Preferred Concept Report

10.4 Technical Advisory Committee Meeting #6

The sixth TAC meeting will be used to present and discuss the Preferred Concept to the committee, and solicit feedback from TAC members on clarifications or refinements that should be considered. This meeting will be scheduled during City review of the Preferred Concept to allow for incorporation of TAC feedback into the final recommendation.

10.5 Citizen Advisory Committee Meeting #6

The sixth CAC meeting will be used to present and discuss the Preferred Concept to the committee, and solicit feedback from the CAC members on clarifications or refinements that should be considered.

Product: Agendas, Meeting Materials, and Minutes.

10.6 Community Workshop #6: Preferred Land Use and Urban Design Concept (Or Neighborhood "Coffees")

Following the selection and preparation of the preferred concept, WRT will present the preferred concept to the community to confirm that their preferences regarding the alternatives and the overall vision for the area has been heard and reflected. Community comments from this meeting will be used to reaffirm the direction of concept plan prior to undertaking the more detailed work of Phase III, preparation of the specific plan. If the City so chooses, the Project Team will substitute two (2) Neighborhood "coffees" for the public workshop. The neighborhood coffees would be smaller, more intimate gatherings held in the surrounding neighborhood rather than a large public meeting.

Product: Agendas, Meeting Materials, and Minutes.

Task 11 Meetings

11.1 Consultant Meetings with City Staff

The scope assumes a series of consultant meetings with the City at key points during the alternatives development phase to present and review work products and coordinate next steps. Specifically, the budget assumes up to ten (10) coordination meetings between WRT and staff at key points in Phase II, with other consultant team members attending as needed (see budget for time allocated). Team members will be available to attend additional meetings and hearings on a time-and-materials basis at the City's request.

PHASE III: PREPARING THE SPECIFIC PLAN

This phase will more fully develop and document the preferred concept identified in Phase II into a comprehensive Broadway Retail Corridor Specific Plan in accordance with State content requirements for specific plans.

Task 12 ADMINISTRATIVE DRAFT SPECIFIC PLAN

WRT will coordinate the work of the consultant team in the preparation of an Administrative Draft Specific Plan. The Administrative Draft will include the following:

12.1 Executive Summary (WRT)

The Executive Summary will provide an overview of the planning process, key elements and recommendations of the Specific Plan, and the role of the Specific Plan in ensuring their implementation. The summary will also describe the organization of the Specific Plan, the relationship of the Specific Plan to State law and the City's plans and laws, and other similar information.

12.2 Planning Context (WRT)

The specific plan will include a brief discussion of the planning area as it now exists, including its location and context, current land uses and access, property ownership, and major constraints. The information will be derived from the "Existing Conditions Report"; however, the information will be distilled so as to include only the information necessary to frame subsequent plan elements and to comply with the State's content guidelines for specific plans.

12.3 Vision, Goals and Objectives (WRT)

The Specific Plan will open with a statement of the community's vision for the Broadway Retail Corridor planning area and the goals and objectives that will guide the corridor's transformation into a vibrant retail destination and mixed use district.

12.4 Land Use Element (WRT)

The Land Use Element will articulate the land use direction developed through the planning process. It will include a Land Use Diagram depicting the distribution and development density of the various uses to be permitted by the plan. New land use designations will be developed as necessary along with corresponding use regulations to promote the desired mix of uses embodied within the preferred concept. The element will include goals, policies, and objectives regarding the types and intensities of uses the community envisions in the planning area in the near- and long-term (e.g., destination retail, local-serving retail, commercial services, residential, parks, right-of-ways/infrastructure, etc.), and strategies (e.g., regulatory, design, infrastructure, etc.) that can be implemented to ensure that such uses take hold and thrive. While providing clear regulatory direction, the land use regulatory framework will be flexible to allow development to respond to changing market conditions and to permit desirable interim uses that may help the area redevelop in the near term. Finally, the relationship of the Specific Plan to the policies of the City of Oakland General Plan will be examined to ensure conformance.

Ultimately, the element will be a statement of community aspirations informed by analysis of community resources, community needs, and development trends. A combination of consultant team insight, developer input, and community desires will formulate the revitalization strategy. To ensure success, the Land Use element will be closely integrated with the Implementation Element described in Task 12.8.

12.5 Community Design Element (WRT/Lowney)

This element will incorporate the direction provided in the Upper Broadway Strategy Report as refined and expanded during the specific plan process and will define the overall design concept intended to guide future revitalization of the Broadway Retail Corridor planning area. The focus of the element, and its recommended standards and guidelines, will be establishing an appropriate overall form and image for Broadway Retail Corridor consistent with the quality and character desired by the community. Specific recommendations will be made regarding appropriate built form and design, the creation of specific sub-areas within the planning area based on other criteria (such as land use), the location and character of features such as public open space areas or corridor "gateways," and streetscape concepts.

The element will address issues such as the desired height, bulk, form, orientation, and landscaping of buildings by sub-area. Guidelines will address the physical integration of new development with neighboring uses, appropriate visual and functional relationships between new and existing structures, and the

integration of parking structures into the urban fabric. Finally, the element will address design as it generally relates to vehicle, pedestrian, bicycle, and transit facilities. While this element will establish a comprehensive and integrated streetscape/landscape concept along with supporting goals, policies, and guidelines, the Specific Plan's streetscape design standards, roadway design standards, pedestrian and bicycle improvements, and transit service will be addressed in the Transportation and Circulation Element.

The guidelines and design concepts will be presented in both text and graphic formats, including a variety of sections, sketches, vignettes, and illustrations, as appropriate.

12.6 Circulation, Access and Parking Element (F&P)

Fehr & Peers will prepare the Access, Circulation, and Parking element of the Specific Plan based on the findings and feedback on the preceding tasks. The element will provide recommendations on improving local and regional access and circulation for all travel modes as previously discussed, including:

- A circulation diagram showing classifications for all major arterial, collector streets and local streets necessary to provide safe, efficient and attractive travel routes.
- Street cross-sections that define the travel lanes, pedestrian, and bicycle facilities to be provided along each type of planning area street.
- Detailed recommendations for roadway improvements to ensure acceptable peak hour level-of-service at all locations that directly access the Specific Plan area, including recommendations related to improved freeway access.
- A pedestrian and bicycle plan for the entire specific plan area that links important internal destinations as well as providing connections to nearby destinations and transit stations.
- Recommendations to enhance transit service and facilities and other policies and improvements designed to reduce vehicular trips, enhance transit use, and improve access in the planning area and the surrounding areas.
- A parking strategy that addresses parking standards, on-street and off-street parking supply, pricing strategies, and parking management policies.
- Traffic and transportation policies to guide future Specific Plan development and implementation of circulation and parking improvements.

WRT will coordinate with F&P to ensure that the roadway system and street sections are consistent with the urban design goals for the area. Costs for these improvements will be estimated by BKF as part of their work on the Utilities and Infrastructure Element and specifically addressed in the Financing Element.

12.7 Utilities and Infrastructure Element (BKF)

BKF will summarize the existing utility infrastructure in the Specific Plan area, along with the known capacity and condition issues identified by the utility providers. BKF will provide a summary of existing utility demands and the change in those demands caused by development of the Specific Plan. Based on information provided by the utility providers, BKF will summarize the impact development of the Specific Plan area has on the utility infrastructure and proposed improvements or mitigations. BKF will complete this summary for sanitary sewer, domestic water recycled water, storm drain, electric and gas systems.

The Utilities and infrastructure portion of the Specific Plan will also discuss in general terms, opportunities for storm water treatment and summarize the findings of the work completed as part of the Infrastructure Analysis documentation. BKF's scope assumes that the utility providers will update their current infrastructure models with the development demands prepared for the project and provide that information to the Specific Plan team. Time has not been allocated to set up, calibrate and run utility infrastructure models.

12.8 Community Services and Facilities Element (WRT)

This element will provide greater direction on the location, size, and character of planned community facilities, such as parks, open spaces, and community centers, consistent with the community needs articulated during the outreach process. While these civic uses will be designated in the Land Use element, the Community Services and Facilities element will articulate the intended size, character, and programming of these improvements as well as their relationship to the larger planning area and community. While the costs of constructing and maintaining planned improvements will be addressed in the Financing element, policy language may be included to guide the development and management of these facilities.

12.9 Implementation, Phasing and Financing Element (HEG/WRT)

HEG will work with the other Consultant Team members to develop a public and private sector phasing strategy for development of the Plan, focusing on subareas and catalyst projects. The phasing plan will first focus on the likely sequencing of private development. It will then identify the district-wide and other public improvements needed to encourage and support increments of private development and the priority for each. Most likely, the focus will be on district-wide improvements including parking, streetscape improvements, and roadway/transit access improvements. In addition to capital improvements, there could also be other assistance needed such as for land acquisitions.

12.9.1 Costs. HEG will coordinate with other Team members who will prepare planning-level cost estimates for identified capital improvements. HEG will provide the cost estimates that might be needed for land. Costs will be broadly defined as costs of improvements and other investments needed to implement the Plan beyond what can be expected to be covered by the private sector. Costs will be identified based on development cost estimates and the feasibility testing of new development and catalyst projects.

12.9.2 Financing Plan. HEG will identify the appropriate funding sources and financing mechanisms needed for a successful implementation program. Based on the analysis done thus far in the Conley report, financing for district-wide improvements will not be able to be covered as part of new development, but will have to rely on a combination of district-wide and public funding sources (The financial feasibility analyses in earlier tasks will further evaluate this conclusion).

The financing plan will address financing/funding for all of the public improvements identified in the Specific Plan. The Conley report already has identified the need for a parking financing plan, which is included in this scope of work. In addition, it is anticipated that this work will also address financing/funding for streetscape improvements and for access and transit improvements as well.

The full range of potential funding sources for identified improvements will be evaluated. Examples of potential sources include the following:

- Additional parking meter and new parking garage revenues (recognizing the City's dependence on existing parking revenues).
- Redevelopment tax increment (recognizing limited availability of TI funds, possibly focused on borrowing against future TI revenues from Plan development).
- Business Improvement District, Parking District, and/or other special assessments funds, if such were established. Special Districts may be more likely to fund operating costs than capital costs, although the latter will also be addressed.
- Bond monies (requiring a vote), and maybe, used in the nearer term to be replaced wholly or partially by tax increment revenues in the future.
- Various transportation-related funding sources (from regional agencies, transit district projects, and/or state and federal funds).

The magnitudes of potential revenues from these sources will be estimated and compared with costs, to identify a workable funding strategy or options. Various financing mechanisms for borrowing money to be repaid by funding sources above (first three primarily) will be evaluated and the most workable mechanism(s) identified. The result will be a recommended financing plan addressing funding sources and financing mechanisms for the different types of improvements and actions requiring financing.

12.9.3 Implementation Actions & Responsibilities (Team).

The element will identify the regulatory actions necessary to adopt the Specific Plan, approve public and private projects under the adopted plan, and, if necessary, interpret or amend the plan. The element will lay out the Specific Plan approval process, including the preparation of the Specific Plan EIR, necessary amendments to the City of Oakland General Plan and Zoning Ordinance, and necessary approval hearings. The discussion of the EIR will address the role of the Specific Plan EIR in streamlining future CEQA review of development projects that conform to the Specific Plan as well as the assumptions of the certified Specific Plan EIR. In addition, the development approval process under the Specific Plan will be outlined and other existing approval processes to clarify the Specific Plan process for both the City and project applicants. Finally, the Implementation Element will include a plan administration section dealing with subsequent interpretations of and amendments to the plan.

The Specific Plan will also establish key implementing actions by relevant party, such as City departments, developers, and other agencies, that will be necessary following adoption. In addition, specific to the funding sources and financing mechanisms to be identified as described above, appropriate actions and responsibilities for implementation will be identified.

12.10 Appendices (WRT)

WRT will prepare appendices including information such as: planning area ownerships based upon City Assessor records; definitions of key terms and land use classifications; and provide other background information necessary to understand the plan or its context.

12.11 Administrative Draft Specific Plan (WRT)

WRT will assemble and edit the various elements of the Specific Plan into a unified document ready for City review.

Product: Administrative Draft Specific Plan.

12.12 City Review, Revisions, and Draft Specific Plan (WRT)

The Administrative Draft Specific Plan will be reviewed by the City staff to identify additions/deletions to the plan necessary to create an approved staff version of the document that is ready for review and comment by the TAC and CAC. The scope assumes that City comments will be submitted to WRT in redline/strikeout format showing desired additions and deletions.

Task 13 Draft Specific Plan

WRT will coordinate the finalization of a Draft Specific Plan based on the review and input received from City staff. This version of the plan will officially form the basis for the environmental assessment in Phase IV.

13.1 Public Review Draft Specific Plan (WRT)

Following the review of the "advisory version" of the Administrative Draft Specific Plan, comments received from the TAC and CAC will be incorporated into the Public Review Draft Specific Plan per the direction of City staff. The scope assumes that City comments, will be submitted to WRT in redline/strikeout format showing desired additions and deletions.

Product: Public Review Draft Specific Plan.

Task 14 Final Specific Plan

Following public review and hearings on the Specific Plan, WRT will incorporate final edits and changes to create the Final Specific Plan. The scope assumes that City comments will be submitted to WRT in redline/strikeout format showing desired additions and deletions.

Product: Final Broadway Retail Corridor Specific Plan.

Task 15 Zoning and General Plan Amendments**15.1 Zoning and General Plan Amendments (WRT)**

WRT will prepare documentation, including Planning Commission and City Council staff reports, for all zoning changes and General Plan amendments that are required to implement the Specific Plan and ensure consistency with the City's other regulatory documents. The budget assumes that staff comments will be submitted in redline/strikeout format showing desired additions and deletions.

Product: Planning Commission and City Council Staff Reports.

Task 16 Meetings**16.1 Consultant Meetings with City Staff**

The scope assumes a series of consultant meetings with the City at key points during the preparation of the Specific Plan to present and review work products and coordinate next steps. Specifically, the budget assumes up to seven (7) coordination meetings between WRT and staff at key points in Phase III, with other consultant team members attending as needed (see budget for time allocated). Team members will be available to attend additional meetings and hearings on a time-and-materials basis at the City's request.

16.2 Technical Advisory Committee Meetings #7-8

16.2.1 TAC Meeting #7: Draft Specific Plan. The seventh TAC meeting will be dedicated to reviewing and receiving committee comment on the "advisory version" of the Administrative Draft Specific Plan, including clarifications or refinements that should be considered. This meeting will be scheduled prior to release of the Public Review Draft to allow for incorporation of TAC feedback into the final report.

16.2.2 TAC Meeting #8: Final Specific Plan. Following the public review period, the purpose of the eighth TAC meeting will be on discussing and developing a formal recommendation from the committee on the Specific Plan document.

Product: Agendas, Meeting Materials, and Minutes.

16.3 Citizen Advisory Committee Meetings #7-8

16.3.1 CAC Meeting #7: Draft Specific Plan. The seventh CAC meeting will be dedicated to reviewing and receiving committee comment on the "advisory version" of the Administrative Draft Specific Plan, including clarifications or refinements that should be considered. This meeting will be scheduled prior to release of the Public Review Draft to allow for incorporation of CAC feedback into the final report.

16.3.2 CAC Meeting #8: Final Specific Plan. Following the public review period, the purpose of the eighth TAC meeting will be on discussing and developing a formal recommendation from the committee on the Specific Plan document.

Product: Agendas, Meeting Materials, and Minutes.

16.4 Community Workshop #6-7: Draft Specific Plan and Design Guidelines

During the public review period for the Draft Specific Plan, WRT will present the key concepts and recommendations in the Public Review Draft Specific Plan and Design Guidelines to the community. The purpose of the meetings will be answer questions and clarify what is in the Plan, and to receive public feedback about the plan

Product: Agendas, Meeting Materials, and Minutes.

PHASE IV: PREPARING THE ENVIRONMENTAL IMPACT REPORT**Task 17 EIR Preparation - Project Initiation, Definition, and Scoping*****Task 17.1 Prepare Project Description***

Within two weeks of the project kick-off meeting, ESA will consult with City staff concerning preparation of a project description appropriate for the environmental documents. It is critical that all team participants have a complete and accurate description of the project as early in the environmental review process as possible. Specific attention will be required by ESA and City staff to determine the project's physical characteristics and parameters for purposes of environmental analysis.

ESA will consult with City staff and coordinate with the Specific Plan consultant to ensure that the project description is developed to an adequate level of detail to conduct the environmental analyses for the project. As required by CEQA Guidelines, Section 15124, the project description will include location and site plan maps, a statement of project objectives, a general description of the project's technical, environmental, and economic characteristics, and a statement of the anticipated uses of the environmental documents, including required permits, approvals, and agency review requirements.

Task 17.2 Prepare Notice of Preparation/ Scoping Session Report

ESA will prepare a Notice of Preparation, as required by CEQA Guidelines Section 15082 for review by the City, then amend the NOP based on comments received from City staff in redline/strikeout format. The City will develop the public distribution list for the NOP and distribute the NOP to local agencies and other interested parties, including the State Clearinghouse and County Assessor for required postings.

ESA will prepare the scoping session Staff Report to Planning Commission for review by City and revise the report based on any comments received from City staff in redline/strikeout format showing additions and deletions.

On the basis of the results of the public comments received on the NOP (including the scoping meeting), preliminary review of any additional project-related information, and preliminary agency consultations, ESA will identify any remaining data needs and, if necessary, will complete a revised contractual work scope in consultation with City staff.

Task 18 Administrative Draft EIR***Task 18.1 Prepare Administrative Draft EIR***

The EIR team will prepare the Administrative Draft EIR (ADEIR) using information received and criteria established in the above tasks. The proposed outline of the ADEIR and strategic considerations related to the preparation and presentation of individual sections are presented below.

Introduction. The Introduction will briefly describe the relationship of the County's planning process to that of the CEQA process, the principal characteristics and objectives of the project, and the planning and scoping processes through which the EIR scope was developed. The Introduction will also briefly describe the role of the EIR in the overall planning process and the procedural steps by which the EIR and the project application will be processed.

Summary. The Summary will describe the proposed project and alternatives, and will provide a summary table and narrative that outlines: a) significant environmental effects, b) mitigation measures that would reduce or avoid those effects and the parties that would be responsible for their implementation, c) residual levels of impact significance after mitigation, and d) principal areas of public controversy. The Summary will also summarize the project alternatives. The Summary will be suitable for use as a stand-alone document.

Project Description. The proposed project (all physical aspects of the project as well as required land use and zoning amendments) will be described in text, tabular, and graphic forms that rely primarily on documents that the project applicant and the County will provide to ESA. ESA will prepare and submit a draft Project Description section to the County and project applicant for review early in the ADEIR process in order to confirm all project characteristics. ESA will incorporate the review comments and revisions into the Project Description submitted as part of the ADEIR.

Environmental Setting, Impacts, and Mitigation. To ensure report continuity and minimize redundancy in the discussions of each environmental topic, the EIR will present the setting, impacts, and mitigation discussions in one unified section. As required by CEQA, the setting will describe the environment in the study area "as it exists before the commencement of the project," that is, at the time the NOP is published. The setting will be presented from site-specific, local, countywide, and/or subregional perspectives, as appropriate to each environmental topic.

The environmental effects of the proposed project will be presented under each topic of analysis. As required by CEQA, the effects will be defined as changes from the Environmental Setting that are attributable to the project. The operational effects of the project will be described for a buildout year to be determined in consultation with the County. The EIR will describe construction impacts as well as operation impacts.

The setting and impact discussions will emphasize the use of graphics in depicting setting, constraints, opportunities, and impact-related data.

The mitigation discussion will be presented by environmental topic and, as required by CEQA, will distinguish measures proposed or accepted by the applicant from any other measures identified in the EIR. Also as required by CEQA, any significant environmental effects of the mitigation measures will be identified. The mitigation measures will be presented in the form of directives (i.e., "shalls") to facilitate their conversion to Specific Plan goals and implementation measures, and conditions of project or alternative approval, unless otherwise requested by County staff. In recognition of the possibility that some components of the project may be developed by parties other than the project applicant, the mitigation measures will distinguish responsibilities for mitigation by land use component, based on "fair-share" principles, as feasible.

Alternatives. The Alternatives section will present a comparative analysis and impact matrix for up to four alternatives to the proposed project, including the CEQA-required No Project Alternative. These four alternatives would include the following.

- Alternative 1: No Project Alternative. This alternative will assume no changes on the project site, and will address the environmental implications of leaving the site in its existing condition.
- Consultant-generated Specific Plan Land Use/Urban Design Alternative. This alternative will include the various land use scenarios developed for inclusion in the Specific Plan.
- Reduced Scope Alternative. This alternative will be developed in consultation with City staff and will be intended to reduce or avoid one or more of the significant effects of the proposed project.
- Mitigated Project Alternative. This alternative will incorporate the various mitigation measures identified in the environmental analysis.

The narrative discussion of each alternative will consist of three components:

- Description of Alternative, which will describe the uses, intensities, and design concept of each alternative, and will contain a brief narrative description of its distinctive characteristics and objectives.
- Distinctive Environmental Characteristics of Alternative, which will identify the impacts of the alternative as well as the major differences between its impacts and those of the proposed project; and
- Status of Alternative, which will indicate the status of each alternative, its relative environmental advantages and/or disadvantages, comparison to alternatives and the City's Thresholds of Significance, and other factors relevant to its feasibility. This information would be shown in a matrix format.

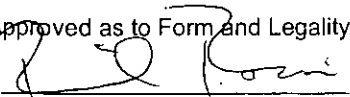
Cumulative and Growth-Inducing Analysis. Section 15130 of the CEQA Guidelines requires that an EIR evaluate potential environmental impacts that are *individually limited but cumulatively significant*. The analysis of cumulative effects will address the potential impacts associated with the Specific Plan in conjunction with all past, present, existing, approved, pending and reasonable foreseeable future projects for years 2015 and 2030 using the CMA model. ESA will work with City staff to determine what other projects should be included in the cumulative analysis, and to develop feasible mitigation, if possible.

The potential growth inducing impacts of the project will also be evaluated. CEQA considers a project to be growth inducing if it would foster economic or population growth not previously addressed.

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OFFICE OF THE CITY CLERK
OAKLAND

2008 OCT 16 PM 6:46

Approved as to Form and Legality


Agency Counsel

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND

Resolution No. _____ C.M.S.

RESOLUTION AUTHORIZING A CONTRIBUTION OF AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000) FROM THE CENTRAL DISTRICT REDEVELOPMENT PROJECT AND FIVE HUNDRED THOUSAND DOLLARS (\$500,000) FROM THE BROADWAY/MACARTHUR/SAN PABLO REDEVELOPMENT PROJECT TO THE CITY OF OAKLAND UNDER THE COOPERATION AGREEMENT TO FUND THE DEVELOPMENT OF THE BROADWAY RETAIL CORRIDOR SPECIFIC PLAN AND ENVIRONMENTAL DOCUMENT

WHEREAS, the Agency wishes to fund the costs for the development of a Broadway Retail Corridor Specific Plan by the City of Oakland for Broadway between West Grand and Interstate 580 within the boundaries of the Central District and the Broadway/MacArthur/San Pablo Redevelopment Project Areas, as well as an accompanying environmental document; and

WHEREAS, the City and the Agency entered into a Cooperation Agreement on July 1, 2004, which generally governs the provision of assistance and the payment of funds between the two agencies, including Agency financial contributions to City activities in support of redevelopment projects; and

WHEREAS, Sections 33020, 33021, 33131 of the California Health and Safety Code authorize a redevelopment agency to prepare plans for the redevelopment of a project area; and

WHEREAS, the Broadway Retail Corridor Specific Plan will include a comprehensive evaluation of the following topics:

- 1) Overall plan objectives for transit-oriented land use and development, transportation and circulation, and urban design within the study area.
- 2) Site organization including distribution, location and extent of land uses, including open space within the area covered by the plan.
- 3) Regulatory framework for achieving preferred land use model (e.g. zoning and parking amendments, redevelopment authority).
- 4) Urban design goals expressed through form-based design standards and guidelines that integrate existing historical resources in the area.
- 5) Existing and future opportunities for transit-oriented high density housing along the Broadway transit corridor, 27th Street and Valdez Street.
- 6) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste, disposal, energy,

and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.

- 7) Standards and criteria by which development will proceed, and standards for the conservation, development and utilization of natural resources, where applicable.
- 8) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs (2), (3), and (4).
- 9) Detailed cost estimates for recommended improvements and a phasing strategy for implementation of required public improvements if full funding is not immediately available.
- 10) Recommendations for building design guidelines in the study area to enhance development opportunities and maintain uniform building and signage appearance.
- 11) Consistency with zoning, general plan and area redevelopment plans.
- 12) Environmental Impact Report (EIR) to satisfy the requirements of CEQA; and

WHEREAS, the City Council is consenting to the use of Agency funding for the Broadway Retail Corridor Specific Plan and accompanying environmental document; now, therefore, be it

RESOLVED: That the Agency hereby allocates and contributes Five Hundred Thousand Dollars (\$500,000) from the Central District TAB Series 2005 Fund (9533), Capital Improvement Projects Organization (94800), Parking Garage Development Project (P128670) and Five Hundred Thousand Dollars (\$500,000) from the Broadway/MacArthur/San Pablo Operations Fund (9529), Capital Improvement Projects, Redevelopment Agency Projects Organization (88669), Broadway/MacArthur/San Pablo Project (P187510) in a City Project to be established for the Broadway Retail Corridor Specific Plan Project, to the City under the Cooperation Agreement to fund the Broadway Retail Corridor Specific Plan and accompanying environmental document; and be it

FURTHER RESOLVED: That the Agency hereby authorizes the Agency Administrator, or his or her designee, to take all actions necessary with respect to the Agency funding in accordance with this Resolution and its basic purposes.

IN AGENCY, OAKLAND, CALIFORNIA, _____, 20____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and CHAIRPERSON DE LA FUENTE

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
Secretary, Redevelopment Agency
of the City of Oakland, California

Mark P. Wald
Deputy City Attorney

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2008 OCT 16 PM 6:44

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION ACCEPTING AND APPROPRIATING A CONTRIBUTION OF REDEVELOPMENT AGENCY FUNDS UNDER THE COOPERATION AGREEMENT IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000) FOR THE DEVELOPMENT OF THE BROADWAY RETAIL CORRIDOR SPECIFIC PLAN AND ENVIRONMENTAL DOCUMENT, AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE ROBERTS & TODD LLC FOR DEVELOPMENT OF THE BROADWAY RETAIL CORRIDOR SPECIFIC PLAN IN AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED SIXTY TWO THOUSAND THREE HUNDRED THIRTY ONE DOLLARS (\$1,362,331)

WHEREAS, the Conley Consulting Group authored the *Upper Broadway Strategy – A Component of the Oakland Retail Enhancement Plan* in September 2007 as part of a citywide retail enhancement strategy to address \$1 billion in sales leakage to neighboring communities; and

WHEREAS, on November 27, 2007, the City Council directed staff to issue an Request for Proposals for a consulting team to develop a specific plan for the Broadway Retail Corridor and accompanying environmental document, and identified \$1.5 million in funding from the Broadway/MacArthur/San Pablo and Central District Redevelopment Project Areas to fund the specific plan effort; and

WHEREAS, the Metropolitan Transportation Commission (MTC) in partnership with the Association of Bay Area Governments announced the availability of grant funds for the Station Area and FOCUS Planning Grant Program; and

WHEREAS, under this program, \$7.5 million dollars was available for planning grants up to \$750,000 for localized planning efforts and associated environmental impact reports, and for specific plan elements to finance planning efforts that will result in land use plans and policies that increase transit ridership around public transit hubs and bus and rail corridors in the nine-county San Francisco Bay Area; and

WHEREAS, the City Council directed staff to file an application for a Station Area Planning Grant funding to create a specific plan and environmental document for the Broadway Retail Corridor; and

WHEREAS, the Broadway Retail Corridor Specific Plan project was awarded \$400,000 by MTC to assist in the cost of developing a specific plan and environmental document for the planning area; and

WHEREAS, the Redevelopment Agency also wishes to fund costs to assist with the development of a specific plan and environmental document for the Broadway Retail Corridor in the Central District and Broadway/MacArthur/San Pablo Redevelopment Project Areas; and

WHEREAS, the Redevelopment Agency has authorized a contribution of \$1,000,000 to the City for the development of a specific plan and environmental document for the Broadway Retail Corridor; and

WHEREAS, the City and the Agency entered into a Cooperation Agreement on July 1, 2004, which generally governs the provision of assistance and the payment of funds between the two agencies, including Agency financial contributions to City activities in support of redevelopment projects; and

WHEREAS, the firm of Wallace Roberts & Todd LLC. was selected through a review of competitive proposals, professional qualifications and negotiations relative to providing a comprehensive fee and Scope of Work within the City's available budget and authorized Scope of Work for the project; and

WHEREAS, the City Council finds that this agreement is for services of a professional nature, the services under this agreement will be temporary, and this agreement shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now therefore be it

RESOLVED: That the City Council hereby accepts and appropriates up to \$1,000,000 in Redevelopment Agency funds for development of a specific plan and environmental document for the Broadway Retail Corridor located between West Grand Avenue and Interstate 580 and allocates these monies to the Oakland Redevelopment Agency Projects Fund (7780), Org (88699), (Project No. To Be Determined); and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to negotiate and execute a professional services contract and a scope of services, in substantial conformance with Attachments A and B to the City Council Agenda Report, with Wallace, Roberts & Todd LLC. to develop a Specific Plan and accompanying environmental document in an amount for basic services not to exceed One Million Two Hundred Fifty Six Thousand Six Hundred Forty Nine Dollars (1,256,649), subject to the review and approval by the Office of the City Attorney; and to set aside an additional 3% of that amount, or Thirty Seven Thousand Six Hundred Ninety Nine Dollars (\$37,699) for contract compliance costs; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to exceed the amount for additional services for optional scope items, project contingencies or unforeseen conditions in an amount not to exceed One Hundred Five Thousand Six Hundred Eighty Two Dollars (\$105,682) for a total not-to-exceed contract amount of One Million Three Hundred Sixty Two Thousand Three Hundred Thirty One Dollars (\$1,362,331), for a total project cost of \$1,400,000; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to (a) approve any subsequent amendments to or extensions of said agreement, except those involving compensation or the allocation of additional funds, provided that such amendments or extensions shall be reviewed and approved by the Office of the City Attorney and filed with the City Clerk's Office, and (b) to take any other necessary steps to develop the Specific Plan, consistent with the terms of this Resolution; and be it

FURTHER RESOLVED: That a copy of the agreement will be on file in the City Clerk's Office.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT DE LA FUENTE

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California