

August 4, 2020  
Community Development

**TITLE: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH VAN METER WILLIAMS POLLACK FOR \$120,400 FOR SERVICES RELATED TO ESTABLISHING OBJECTIVE DESIGN STANDARDS FOR RESIDENTIAL DEVELOPMENT**

**SUMMARY**

In 2017, the California Legislature passed a package of 15 laws related to housing, referred to as the “housing package.” The housing package included a number of changes to state law intended to streamline and increase housing production; the legislation also authorized funding for planning and other efforts supportive of these same goals, including the SB 2 Planning Grants Program. A further series of housing-related legislation was passed by the legislature in 2019, including SB 330, the Housing Crisis Act. The streamlining provisions of SB 330 and other laws include measures to make approval processes more routine and predictable for developers, including limitations on discretionary review processes and placing an increased emphasis on objective design and development standards as the primary criteria that may be used as the basis for project approval or denial.

With these new criteria in place, and expecting the emphasis on objective standards to continue in future legislation, it is in the City’s interest to have a robust body of residential design and development standards in place, to ensure those projects deliver high-quality design, appropriate site planning and amenities, and are compatible with surrounding neighborhoods and the community.

The City has been approved for funding of \$310,000 under the state’s SB 2 Planning Grants Program: the grant will fund two separate efforts: a) the creation of objective residential design standards; and b) an update of the City’s electronic permitting system to allow for additional electronic plan-checking capacity. This request is to authorize a professional services contract with Van Meter Williams Pollack (VMWP), for the first of these two elements, including (1) update to the Housing Site Development Standards and Design Guidelines (Housing DG) first adopted by City Council in August 2012; and (2) establishing objective standards for other types of residential development, including smaller multi-family infill projects.

**RECOMMENDATION**

Authorize the City Manager to execute a Professional Services Agreement with VMWP in the amount of \$120,400 for services related to the creation of objective design standards for residential development.

## **FINANCIAL STATEMENT**

The cost of \$120,400 would be reimbursed by the State of California as part of the SB 2 Planning Grants Program. The FY 2020/21 Budget includes the \$120,400 in grant funds for this contract.

## **BACKGROUND**

In March 2019, the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) available to all local governments in California under SB 2's Planning Grants Program. City Council authorized submittal of the grant application to the State in August 2019, and the City has recently been notified that it has been approved for the full amount it is eligible for, i.e., \$310,000. The funds are intended to fulfill two objectives: (1) create objective design standards; and (2) expedite housing production by upgrading the City's permit system (Accela) to increase electronic plan check capabilities and streamline the development review process. The professional services agreement enclosed with this agenda report is regarding the objective design standards.

Consistent with the requirements of recent and pending legislation (Senate Bill 35, and others), objective design standards are intended to provide a basis for review and approval of residential projects based on objective, measurable, and verifiable design criteria that can ensure that new residential development is attractive, compatible, appropriately scaled, and visually harmonious with existing neighborhoods and environments within the city. The scope of work entails review and evaluation of the Housing DG to state legislation and modifications to convert specific components of the Housing DG that would be considered subjective in nature, into objective standards. Where applicable, changes to the Housing DG will also be incorporated into the recently updated Hacienda Design Guidelines. Further, the scope includes establishing objective design standards for other types of residential development, such as two-, three-, and four-plexes, housing types that are allowable in several zoning districts today.<sup>1</sup>

Staff is recommending VMWP because of its prior experience developing the Housing DG, and its extensive knowledge and experience in architecture and design, including developing design guidelines and standards for other Bay Area cities such as Mountain View, Walnut Creek, and Fremont. The VMWP team would include Urban Planning Partners (UPP) as a subconsultant to assist in developing standards for other types of residential development. The attached contract is for a total of \$120,400. This includes a base contract amount of \$108,198 (reflected in the scope of work), plus a contingency amount of \$12,202, to match the estimate included in the SB 2 application.

The Planning Commission is expected to be the primary review body that provides feedback and direction on the objective design standards throughout the process,

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<sup>1</sup> It should also be noted that the State legislature is considering a bill, SB 1120, that would allow for duplexes in single family zoning districts "by right" although subject to objective design standards. Although the City has taken an "oppose" position on this bill, having standards in place for this type of development, in the event the bill passes, would be advantageous.

although the scope incorporates engagement with key stakeholders, major property owners or managers (e.g., Hacienda Owners Association, Simon Property Group [owner of Stoneridge Mall], and local housing developers). Final review and action will be taken by the City Council.

**PROPOSAL**

The proposed professional services agreement with VMWP is for services related to objective design standards. VMWP is an experienced architecture and design firm who has completed the Housing DG for Pleasanton; the proposed scope of work and budget are included as Attachment 2.

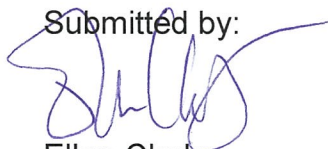
VMWP will work with the City Council, Planning Commission, and other stakeholders to develop objective design standards. Key components of the scope of work include:

- Review and update of existing City documents including 2012 High Density Housing Site Standards and Guidelines, Hacienda Design Guidelines, and applicable provisions of State law
- Summarize initial findings and recommendations
- Update existing Housing DG
- Develop implementation procedures guidance and recommendations for objective design standards
- Public review of proposed changes to the Housing DG, Hacienda Design Guidelines, and review of objective standards for other residential development
- Revisions, review, and final recommendation/adoption by Planning Commission and City Council.

**CONCLUSION**

The scope of work outlined in the attached professional services agreement would make existing subjective standards for multifamily residential development into objective standards and thus meet the objective of State law.

Submitted by:



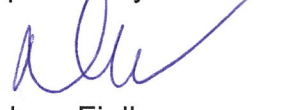
Ellen Clark  
Director of  
Community Development

Fiscal Review:



Tina Olson  
Director of Finance

Approved by:



Nelson Fialho  
City Manager

Attachments:

1. Draft Professional Services Agreement with VMWP
2. Proposal from VMWP, including scope of services and budget

**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, between the **CITY OF PLEASANTON**, a municipal corporation (“City”), and **Van Meter Williams Pollack**, whose address is **333 Bryant Street, Suite 300, San Francisco, CA 94107** and telephone number is **415-974-5352** (“Consultant”).

**RECITALS**

A. Consultant is qualified to and experienced in providing architecture and design services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant’s Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.
2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.
3. **Terms.** This contract shall commence on the date written above and Consultant shall diligently complete the work on a schedule mutually agreed upon by the parties.
4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed **\$120,400**, unless the parties agree pursuant to Section 7.
  - a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant’s invoice and approved by City.
  - b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work

performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work**. All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work**. All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes**. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status**. In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City**. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability**. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless**. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance**. During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. **General Liability and Bodily Injury Insurance**. Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance**. Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance**. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

c. **Professional Liability Insurance**. Professional liability insurance in the amount of \$2,000,000.

d. **Certificate of Insurance**. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

e. **Waiver of Subrogation**. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

f. **Defense Costs**. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

g. **Subcontractors**. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

**To Consultant:** Rick Williams  
Van Meter Williams Pollack  
333 Bryant Street, Suite 300  
San Francisco, CA 94107

**To City:** City Manager  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94566

14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, Consultant shall deliver its original wet ink signature to the City within thirty (30) days following Consultant's original delivery via facsimile, electronic mail or other transmission method, provided that failure to deliver such original ink signature shall not affect the validity of the electronic signatures that were delivered.

24. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF PLEASANTON**

**CONSULTANT**

\_\_\_\_\_  
Nelson Fialho, City Manager

By: \_\_\_\_\_  
Rick Williams

ATTEST:

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Karen Diaz, City Clerk

Its: \_\_\_\_\_  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

Rev. 3/19



**Exhibit A to Professional Services Agreement**

May 26, 2020

Ellen Clark  
Planning Manager  
City of Pleasanton

**Proposal for Urban Design Services: Objective Housing Design Standards Revisions**

Dear Ellen:

Thank you for considering Van Meter Williams Pollack, LLP for your proposal to: (1) refine the [Housing Site Development Standards and Design Guidelines](#) and reflect applicable revisions in the Hacienda Design Guidelines; and (2) establish objective design standards for small-scale residential development.

Recent state level housing legislation requires local jurisdictions throughout California to provide objective standards for housing development projects and to apply streamlined review processes to the entitlement of certain qualifying housing projects. Objective standards do not involve any personal or subjective judgment by the approving body and are uniformly verifiable. Thus, the purpose of the objective design standards effort is to prepare and adopt clear and objective residential development standards consistent with the definitions and intent of applicable State law that will guide the implementation of quality development in Pleasanton.

The purpose of our work will be to review and evaluate compliance of the [Housing Site Development Standards and Design Guidelines](#) (Housing DG) to newly adopted state legislation including, but not limited to: the *Housing Accountability Act (2017, SB67)*; *Streamlined Approval Process (2017, SB35)*; *Housing Crisis Act (2019, SB330)*; and *currently pending bill SB902*. Where applicable, changes to the Housing DG will also be incorporated into the Hacienda Design Guidelines. VMWP will provide recommendations to convert content of the Housing DG that is currently subjective into objective standards. Also, VMWP will propose standards to apply to sites that may be rezoned in future RHNA cycles.

State legislation will also be used to establish objective design standards in the Pleasanton Municipal Code (PMC) for residential development. The consultant team recommends adding references in the PMC to a separate standards document as a standalone document will better facilitate revision and will provide greater capability for illustrative graphics than the PMC.

VMWP will be retaining the services of Urban Planning Partners (UPP) for subject matter expertise in planning code and land use regulation issues. VMWP/UPP will receive preliminary feedback from City staff regarding subjective areas of the code and will subsequently provide options on the best approach for integration of objective standards, and recommendations on where existing language should be modified into objective standards. With recommendations and input from City staff and the Planning Commission, VMWP/UPP will recommend redlined changes to the PMC, or, if agreed upon, will create a separate document that itemizes the objective design standards for residential development.

The following document establishes a scope of work, work product deliverables, professional design fee compensation, and a proposed schedule in order to accomplish the previously described goals.

VMWP shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide the Architect/Urban Designer such information as is available in a timely manner, and VMWP shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for VMWP to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing or VMWP obtains from other sources.

If this meets with your approval, please sign this proposal and return one copy or attach to your city's standard contract. Please do not hesitate to call if you have any questions or comments. We are pleased to be assisting you in your refinement of your housing development guidelines.

Sincerely,



Rick Williams  
Architect / Urban Designer  
05/26/2020

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For City of Pleasanton

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Date

## **A. SCOPE OF WORK GENERAL DELIVERABLES**

The scope of the project is the revision of existing Pleasanton documents and code regulations to accommodate new state legislation. Deliverables shall take the following forms:

### ***Content Drafts***

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A total of three (3) Content Drafts shall be provided to the City for subject matter revisions resulting from decision-makers and/or public review comments. Content Drafts will be limited to the Administrative draft, the Public draft, and the Final Draft. The Administrative and Final Drafts will be provided with versions of the Implementation Checklist.

### ***Screen Check Drafts***

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A total of two (2) Screen Check drafts shall be provided to the City to accommodate minor corrections. These corrections shall be limited to spelling, minor formatting, typography, organization, and error correction.

### ***Code and Regulatory Amendments***

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Code and Regulatory Amendments shall be developed in draft form by Urban Planning Partners and shall be provided in draft form to the City for further development and adoption. One round of screen check revisions and one round of content revisions is included for the initial draft.

### ***Memoranda***

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Two (2) Memoranda shall be provided: one to detail findings and recommendations from the review of existing Pleasanton Documents and one to provide guidance for implementation.

## B. RESPONSIBILITIES BY TASK

### ***Task 1: Review 2012 Housing Site Development Standards and Guidelines (Housing DG), other City policy documents, and applicable State legislation.***

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#### Task Objective:

Review all relevant background documents identified by Staff below and applicable provisions of State law to understand the project background and to determine if existing documents are in conflict with State law.

#### VMWP Task Responsibilities:

- **VMWP** review the Housing DG and the City's specific plans as starting points for architectural design standards and recommend objective development standards to replace subjective design guidelines.
- **VMWP** will coordinate **UPP**'s review and analysis of City regulatory frameworks (including but not limited to the Community Trails Master Plan (2019); Bicycle and Pedestrian Master Plan (2017); Climate Action Plan (2012); City Standard Specifications and Details (2016); Stormwater Requirements; Water Efficient Landscape Ordinance, etc.), in conjunction with the PMC to identify subjective code sections applicable to residential development.
- **VMWP** will prepare an internal findings memorandum for City staff.
- **VMWP** will conduct a work session with **UPP** and City staff (3 hours maximum) to review findings and prioritize refinements to specific guidelines, standards, and regulation.

#### UPP Task Responsibilities:

- **UPP** will review the PMC for subjective code sections applicable to residential development and will identify approaches to modify the language such that it is objective.
- **UPP** will itemize specific changes and updates to documents and regulation.
- **UPP** will attend work session with City Staff.

#### Deliverables:

1. Internal Findings Memorandum that will: (1) highlight areas of refinement and/or conflict between Housing DG and applicable regulation; (2) propose standards to apply to sites that may be rezoned in future RHNA cycles; and (3) provide specific recommendations for objective standards related to residential development, as specified in state law. Any areas where policy direction may be needed from staff or the Planning Commission will be highlighted, and options presented as needed.
2. Work Session with City staff to receive confirmation on, and prioritization of refinements to Housing DG and modifications to the PMC.

### ***Task 2: Administrative Draft of Housing DG and Procedures Guidance***

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#### Task Objective:

Based on the review of all reference documents, **VMWP** will provide recommendations for updated objective design standards that align with state law. All standards will be consistent with the policy objectives and goals articulated in key City planning documents for good quality residential development that is compatible with local community character. The recommended standards will also be feasible to implement, in terms of modern construction techniques, and site planning concerns (such as stormwater requirements), and costs.

Given the interface with a range of existing City regulatory documents, **VMWP** will ensure that the document reflects any applicable implementation procedures that clearly articulate:

- The applicability of various standards to different project types.
- The relationship of proposed standards to those that may be found in other City documents, and how potential discrepancies between them are to be resolved.
- Process for granting relief from any standard(s), if determined appropriate.

In addition, **VMWP** will develop a checklist and matrix for all of the proposed standards that can be distributed to applicants as part of all residential development applications. The checklist and matrix to be filled out by the applicant should assist staff in determining application completeness and consistency with the proposed standards. **VMWP** will also prepare a simple one- to two-page handout that will accompany the checklist, to provide information and instructions on the application of the draft standards.

*VMWP Task Responsibilities:*

- **VMWP** will incorporate staff comments into an Administrative Draft of the Housing DG, which will include revised illustrative graphics as needed to clearly illustrate changed standards. **VMWP** will develop a draft applicant checklist for all design standards contained in the Administrative Draft of the Housing DG that can be distributed to applicants as part of all residential development applications, along with a one- to two-page handout providing information and instructions on the application of the draft standards. The checklist and matrix to be filled out by the applicant should assist staff in determining application completeness and consistency with the proposed standards.

*UPP Task Responsibilities:*

- **UPP** will consult on an as-needed basis with **VMWP** on regulatory issues.

*Deliverables:*

3. **VMWP** to develop Administrative Draft of the Housing DG with revised illustrative graphics.
4. **VMWP** to develop draft applicant checklist and handout.

***Task 3: Develop Code Amendments***

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*Task Objective:*

**VMWP** and **UPP** will identify and make recommendations on amendments that may be needed to City Ordinances or other policy documents to avoid inconsistencies with the proposed design standards, or to clarify the relationship of the new design standards to existing procedures/processes. Additionally, objective standards will be developed for residential development that is not addressed in the Housing DG, including those applicable to two-, three-, and four-plex developments as contemplated in pending SB902.

*VMWP Task Responsibilities:*

- **VMWP** will coordinate with **UPP**.

UPP Task Responsibilities:

- **UPP** will review the Administrative Draft of the Housing DG and provide implementation guidance in a memorandum.
- **UPP** will review the Administrative Draft of the Housing DG and recommend revisions to eliminate conflicts with the Administrative Draft of the Housing DG to: (1) the PMC and (2) regulatory documents as defined in Task 1.
- **UPP** will review the Administrative Draft of the Housing DG and recommend draft code amendments and revisions to the PMC (or integration of a separate document that itemizes the objective standards) in order to eliminate conflicts with the Administrative Draft of the Housing DG.
- **UPP and VMWP** will draft objective standards for residential development including, but not limited to: height and setback limits, design standards, and demolition standards residential development as outlined in state law for integration into the PMC (or alternatively, as a separate document that itemizes the objective standards that is referenced in the PMC). Standards shall include those applicable to two-, three-, and four-plex developments to be implemented to the extent required by pending SB902.

Deliverables:

5. **UPP** to write an implementation memorandum to outline: (1) the applicability of various standards to different project types; (2) the relationship of proposed standards to those that may be found in other City documents, and how potential discrepancies between them are to be resolved; and (3) the process for granting relief from any standard(s), if determined appropriate.
6. **UPP** to draft amendments to the PMC and regulatory documents for review by the City staff.

**Task 4: CEQA Review**

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Task Objective:

**UPP** will complete all necessary California Environmental Quality Act (CEQA) environmental review and CEQA compliance documents and attend any related public meetings.

VMWP Task Responsibilities:

- **VMWP** shall provide original Housing DG CEQA documentation from the **City of Pleasanton** to **UPP**.
- **VMWP** shall coordinate information with **UPP**.

UPP Task Responsibilities:

- **UPP** will complete any necessary CEQA environmental review and CEQA compliance documents and attend any related public meetings. **UPP's** scope shall be limited to a Negative Declaration. Any more intensive study will be subject to additional services.

Deliverables:

7. **UPP** to complete the CEQA Initial Study checklist for review by City staff.

## ***Task 5: Public Draft, Public Hearings, and Project Meetings***

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### ***Task Objective:***

**VMWP** and **UPP** will assist in preparing materials in preparation for the project to be heard by the Planning Commission and City Council.

### ***VMWP Task Responsibilities:***

- **VMWP** will incorporate City staff comments into the Public Draft version of the changes to the Housing DG and proposed modifications to the PMC.
- **VMWP** will provide a screencheck version of the Housing DG and proposed PMC modifications for City staff review and incorporate minor non-content corrections into the Public Draft prior to release.
- **VMWP** includes up to a total of (7) in-person meetings (inclusive of Task 1 work session) to be allocated to meetings with staff, public meetings, or hearings with Planning Commission, or City Council as determined by City Staff.

### ***UPP Task Responsibilities:***

- **UPP** includes up to a total of (4) in-person meetings (inclusive of Task 1 work session) to be allocated to meetings with staff, public meetings, or hearings with Planning Commission, or City Council as determined by City Staff.

### ***Deliverables:***

8. **VMWP** to revise Administrative Draft of the Housing DG and **UPP** to revise the Administrative Draft of the amendments to the PMC and incorporate requested content changes.
9. **VMWP** to distribute a screencheck draft of both the Housing DG and proposed PMC amendments and incorporate screencheck comments into a Public Draft version of these documents .
10. **VMWP** to package the Public Draft of the Housing DG and proposed PMC amendments and provide pdf file, digital presentation, and/or up to (10) physical copies for Planning Commission review.

## **Task 6: Prepare Final Draft Standards, Application Checklist and Handout**

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### **Task Objective:**

After soliciting and receiving feedback from the public, stakeholders, Planning Commission, and City Council, VMWP and UPP will prepare the final objective design standards in the Housing DG and the PMC; VMWP will finalize the application checklist and handout.

### **VMWP Task Responsibilities:**

- **VMWP** will incorporate City Staff and stakeholder comments from the Public Draft into the Final Draft of the Housing DG.
- **VMWP** will provide a screencheck version of the Housing DG for City Staff review and incorporate minor non-content corrections into the Final Draft prior to release.
- **VMWP** will revise the Implementation Checklist.

### **UPP Task Responsibilities:**

- **UPP** to revise draft amendments to the PMC and regulatory documents as necessitated by stakeholder comments to the Final Draft of the PMC amendments.
- **UPP** will provide a screencheck version of the amendments to the PMC and regulatory documents for City Staff review and incorporate minor non-content corrections into the Final Draft prior to release.

### **Deliverables:**

11. **VMWP** will revise the Public Draft of the Housing DG to incorporate comments from Staff and Stakeholders.
12. **VMWP** will provide a screen check draft for staff review prior to finalizing the Final Draft of the Housing DG.
13. **VMWP** and **UPP** to provide the Final Draft of the Housing DG and amendments to the PMC and regulatory documents in Adobe PDF, Microsoft Word, and Adobe Indesign formats with (13) printed copies for the final Planning Commission hearing and (10) copies for the City Council hearing.
14. **VMWP** and **UPP** will provide the final application checklist and handout in Adobe PDF, Microsoft Word, and Adobe InDesign formats.

## **Task 7: Revisions to Hacienda Design Guidelines to incorporate Revised Draft Housing Site Development Standards and Guidelines**

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### **Task Objective:**

The Hacienda Design Guidelines will be updated to reflect changes to the Housing DG, as needed.

### **VMWP Task Responsibilities:**

- **VMWP** will revise the Hacienda DG to incorporate the new objective development standards and graphics from the Final Draft Housing Site Development Guidelines.
- **VMWP's** scope is to be strictly limited to incorporation of new Housing DG language; any other revisions to be billed separately on a time and materials basis.



Deliverables:

- 15. Hacienda/City of Pleasanton to provide an editable file of the adopted Hacienda DG.
- 16. VMWP will provide a revised Hacienda DG incorporating content from the Housing DG Final Draft in Microsoft Word Format

**Recommended Allowances**

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VMWP is recommending the budget include a Not to Exceed Allowance for minor additive changes to scope and consistency revisions to existing graphics in the Housing DG. Work proposed under the Allowance will be presented to City Staff for authorization.

**SCHEDULE MILESTONES**

The following schedule is provided by week from the date of notice to proceed in order to provide for flexibility with Council authorization and state funding. Exact dates will depend on when the notice to proceed is given.

- Week 4** VMWP to provide initial findings to City of Pleasanton; working session with staff to be scheduled promptly after this date.
  
- Week 5** VMWP to provide Administrative Draft to City of Pleasanton for comment and screen check; CEQA preliminary review to proceed in tandem with screen check process. VMWP suggests informal meetings with stakeholders and Planning Commissioners after this date.
  
- Week 13** VMWP to provide Public Draft to City of Pleasanton for comment and screen check; pending a July 2020 start, Planning Commission is targeted for the first meeting in October 2020.
  
- Week 15** VMWP to provide Final Draft to City of Pleasanton; screen check process to follow. Pending a July 2020 start, City Council hearings are anticipated for first meeting of November and second meeting of November.

Please refer to Attachment A for proposed schedule

### **C. COMPENSATION BY TASK:**

The following fee proposal is based on the hour rates of key personnel in the office who are anticipated to assist on this project. The proposal is an estimate of anticipated hours for each task. *Please refer to Attachment B for specific time estimates and fees by task.* The total hours completed will be included on each invoice allowing monitoring of the hours spent each month. If additional time is required during the process VMWP will provide an addendum to this agreement for authorization of additional services prior to commencing with those services.

#### **Task 1: Review 2012 Housing Site Development Standards and Guidelines (Housing DG), and applicable State legislation.**

Estimated Total (VMWP and UPP) \$ 13,695

#### **Task 2: Administrative Draft of Housing DG**

Estimated Total (VMWP and UPP) \$ 15,680

#### **Task 3: Develop Procedures Guidance/Develop Code Amendments**

Estimated Total (VMWP and UPP) \$ 11,235

#### **Task 4: CEQA Review**

Estimated Total (VMWP and UPP) \$ 3,200

#### **Task 5: Public Draft, Public Hearings, and Project Meetings**

Estimated Total (VMWP and UPP) \$ 33,690

#### **Task 6: Prepare Final Draft Standards, Application Checklist and Handout**

Estimated Total (VMWP and UPP) \$ 10,930

#### **Task 7: Revisions to Hacienda Design Guidelines to incorporate Revised Draft Housing Site Development Standards and Guidelines**

Estimated Total (VMWP and UPP) \$ 7,010

**Estimated Total (VMWP) \$ 8,000**

Sub Total (Tasks 1-6)	\$ 88,430
Integration in Hacienda DG (Task 7)	\$ 7,010
Recommended Allowance (Minor Additive Scope Changes and Graphics Consistency)	\$ 8,000
VMWP Administration for UPP (5%)	\$ 1,758
Reimbursable Expenses (billed at cost+10%, not to exceed):	\$ 3,000

**Total Fee and Reimbursables \$ 108,198**

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**D. PAYMENT:**

Billing will be monthly on a T&M by task in proportion to the work completed. Payments are due within 30 days of invoicing. Interest on outstanding invoices (beyond 30 days) will be billed at 1.5% per month.

**E. COMPENSATION RATE**

Compensation shall be based upon VMWP's hourly rates:

Partner / Architect	\$ 215.00 hour
Project Manager	\$ 155.00 hour
Designer	\$ 135.00 hour
Administration	\$ 85 / hour

Normal reimbursable expenses are cost + 10%

(Reimbursable expense includes our costs for coordination printings including client review set, planning submittals. It also includes travel, messenger, mail and other miscellaneous expenses of VMWP discretion.)

**F. INSURANCE**

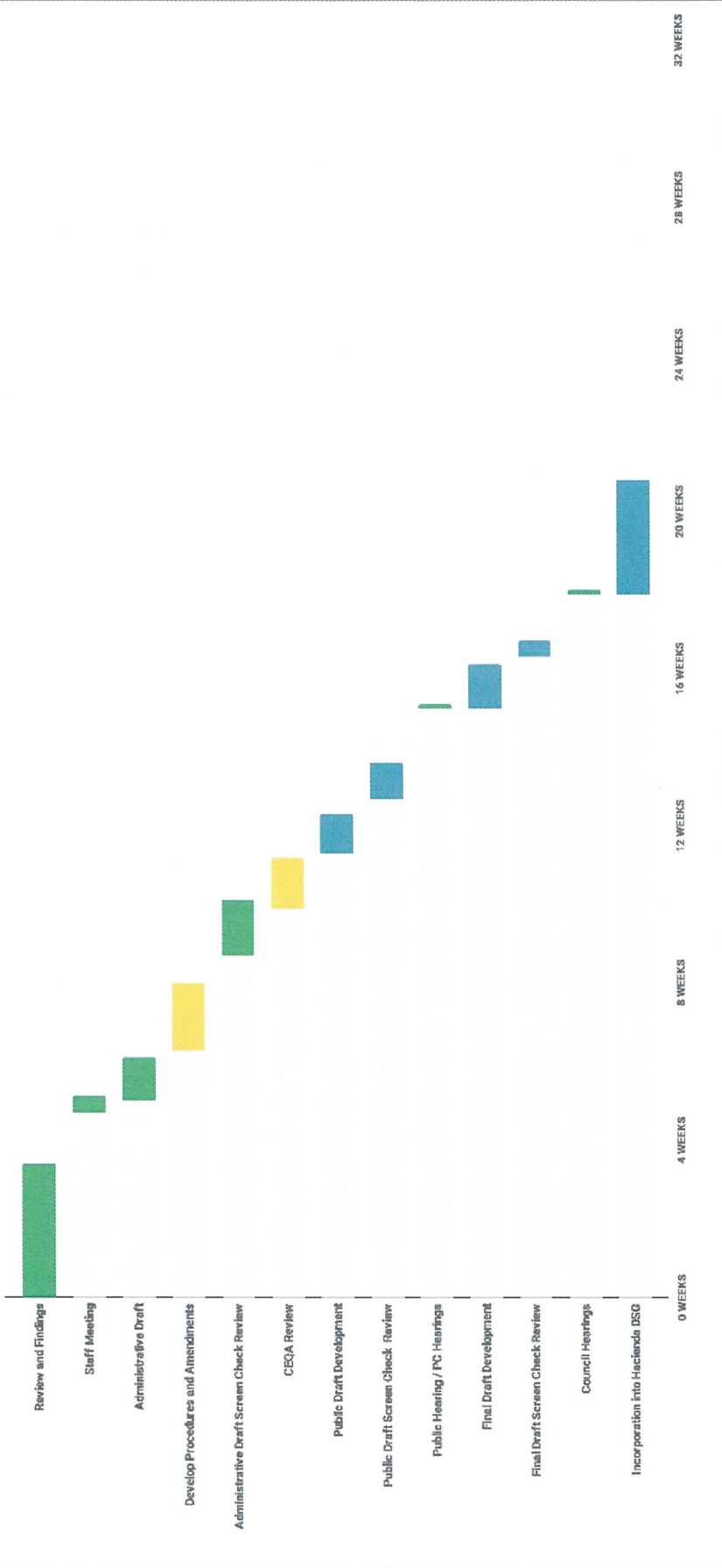
The following are VMWP's standard insurance coverages:

Workers Compensation Insurance:	\$1,000,000	As required by State of CA
Auto (Per Accident) (Individual):	\$1,000,000	
Comm'l. Gen'l. Liability: Single Limit,	\$1,000,000	
Aggregate	\$2,000,000	
Professional Liability (E&O):	\$2,000,000	(Aggregate)

Insurance Certificates will be provided upon request. These shall name Client, its members, officers, agents (as provided in a list to VMWP) and employees as additionally insured to the reasonable ability of our insurance companies.

**Attachment A:**

**PROPOSED SCHEDULE**



- SHARED SCOPE
- PRIMARY VMWP SCOPE
- PRIMARY UPP SCOPE

Attachment B

Pleasanton Objective Development Standards for Housing Sites

Summary Fee Budget

11/6/2019

TASK	TASK DESCRIPTION	STAFF and RATES										COMBINED TOTAL
		VMWWP					UPP					
		Partner	UD PM	UD 1	VMWWP Total	Partner	Associate	Planner	UPP Total			
	Hourly Rates	\$215	\$155	\$135	hour	\$275	\$125	\$115	hour			
	Total Hours	54	206	124	384	28	101	128	259			
TASK 1	Project Kickoff, Review, and Recommendations	4	36	0	40	6	20	27	53			
		\$ 860	\$ 5,580	\$ -	\$ 6,440	\$ 1,650	\$ 2,500	\$ 3,105	\$ 7,255	\$		\$ 13,695
TASK 2	Update Housing DSG to Administrative Draft, develop Draft Application Checklist and Matrix	6	32	48	86	2	10	10	22			
		\$ 1,290	\$ 4,960	\$ 6,480	\$ 12,730	\$ 550	\$ 1,250	\$ 1,150	\$ 2,950	\$		\$ 15,680
TASK 3	Develop Procedures, Guidance, and Code Amendments	4	10	0	14	4	25	40	69			
		\$ 860	\$ 1,550	\$ -	\$ 2,410	\$ 1,100	\$ 3,125	\$ 4,600	\$ 8,825	\$		\$ 11,235
TASK 4	CEQA Review (limited to Neg Dec)	4	4	0	8	2	2	8	12			
		\$ 860	\$ 620	\$ -	\$ 1,480	\$ 550	\$ 250	\$ 920	\$ 1,720	\$		\$ 3,200
TASK 5	Public Draft, Project Meetings, and Public Hearings	30	60	48	138	12	34	34	80			
		\$ 6,450	\$ 9,300	\$ 6,480	\$ 22,230	\$ 3,300	\$ 4,250	\$ 3,910	\$ 11,460	\$		\$ 33,690
TASK 6	Final Draft, Revise Application Checklist and Matrix	4	32	16	52	2	10	10	22			
		\$ 860	\$ 4,960	\$ 2,160	\$ 7,980	\$ 550	\$ 1,250	\$ 1,150	\$ 2,950	\$		\$ 10,930
TASK 7	Integration of Revisions to Hacienda DSG	2	32	12	46	0	0	0	0			
		\$ 430	\$ 4,960	\$ 1,620	\$ 7,010	\$ -	\$ -	\$ -	\$ -	\$		\$ 7,010
	Recommended Allowance (Minor Additive Changes and Graphics Consistency)											
	Not to Exceed				\$ 8,000				\$ -			
	(Tasks 1-6)				\$ 53,270				\$ 35,160			\$ 88,430
	Hacienda integration				\$ 7,010				\$ -			
	Recommended Allowance				\$ 8,000				\$ -			
	<b>SUBTOTAL</b>				\$ 68,280				\$ 35,160			\$ 103,440
	Subconsultant Administration (5% of subconsultant fee)				\$				\$			\$ 1,758
	Reimbursable Expenses - Cost + 10%, NTE				\$				\$			\$ 3,000
	TOTAL (no Allowance)				\$				\$			\$ 100,198
	<b>TOTAL (incl. Allowance)</b>				\$				\$			\$ 108,198