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July 7, 2021

Laura Russell, Planning & Building Director  
Planning & Building Department  
765 Portola Road  
Portola Valley, CA

**RE: TOWN OF PORTOLA VALLEY HOUSING ELEMENT UPDATE SUPPORT SCOPE OF WORK**

Dear Laura:

Urban Planning Partners, Inc. is pleased to submit the attached Proposal for Services for the Town of Portola Valley Housing Element Update Support.

The Urban Planning Partners team will include: **Curtis Banks, Principal Planner**, as Project Director for the overall project; **Carla Violet, Senior Planner**, as Project Manager will collaborate with Curtis on the Housing Element Update, overseeing day-to-day coordination, and managing preparation of the CEQA document; **Leslie Carmichael, AICP** as Technical Advisor bringing with her decades of experience and expertise related to Housing Elements; and **Lynette Dias, President**, as Project Advisor who brings extensive experience and big ideas.

Urban Planning Partners will serve as the prime consultant and support the Town with both the Housing Element and CEQA processes. We have also brought on Fehr & Peers for developing VMT thresholds to help inform the environmental review process. We look forward to working together with the Town of Portola Valley.

Sincerely,

**URBAN PLANNING PARTNERS, INC.**

A handwritten signature in black ink, appearing to read "C. Banks", written over a light blue horizontal line.

Curtis Banks,  
Project Director

A handwritten signature in black ink, appearing to read "Carla Violet", written over a light blue horizontal line.

Carla Violet,  
Project Manager

## SCOPE OF WORK

This section outlines Urban Planning Partners' recommended scope of work for supporting the Town of Portola Valley's Housing Element Update.

### TASK 1. PROJECT MANAGEMENT AND COORDINATION

Urban Planning Partners will undertake a variety of general management tasks throughout the Housing Element Update process. Carla Violet, Project Manager, will serve as the primary point of contact and ensure effective coordination through various strategies including but not limited to:

- Coordination with Ad-Hoc Committee.
- Establishing regular check-ins/standing meetings to coordinate across the consultant team.
- Providing concise, regular updates to Town staff as desired.
- Completing clear projections and allocations of work for all staff to ensure project deadlines are met or exceeded in a timely manner in conjunction with other project work.
- Overseeing a thorough quality assurance and quality control (QAQC) process including senior level review on all deliverables.

In order to ensure collaboration between Town staff and the consultant team, Urban Planning Partners has assumed bi-monthly, one-hour meetings with key staff contacts for the duration of the project.

### TASK 2. COMMUNITY OUTREACH AND ENGAGEMENT

We anticipate engagement occurring in three phases, as described below.

- **Inform and Listen.** We will ensure the community is well-informed on what a Housing Element is and why they are done. Members of the public will understand the role of the Housing Element in the context of the State's housing goals, the Bay Area's RHNA, and housing policy history. The education component will build off the existing work and feedback from the Town website and continued collaboration with 21 Elements.
- **Understand Existing Conditions and Explore Solutions.** We will solicit community and stakeholder input on housing constraints, resources, and opportunities, and housing needs.
- **Refine Solutions.** Insights into existing conditions gathered through community input, our research, and 21 Elements' analysis will be used to develop initial policy and program recommendations for the Element update. We will ask the community for feedback on draft products and potential solutions using interactive activities.

Community outreach and engagement activities will include community meetings, website materials, and an online survey. We have also assumed participation at nine Planning Commission or Town Council meetings.

### **TASK 3. HOUSING ELEMENT, LAND USE ELEMENT, AND ZONING CODE AMENDMENTS SUPPORT**

Urban Planning Partners will assist staff as necessary writing or editing sections of documents, graphics, mapping, and other tasks not completed by 21 Elements, such as zoning code updates that would be prepared concurrently with the Housing Element. We assume the Town is leading the housing and special housing needs assessment and housing constraints or relying on 21 Elements for this information. We can assist with reviewing this information and mapping, if needed.

#### **1. Sites Inventory**

Urban Planning Partners will work with Town staff on identifying an inventory of adequate sites that can be developed for housing within the planned period. We recommend the Town generate three draft scenarios to be presented to Town officials and members of the public to inform the sites inventory and rezoning program (e.g., rezoning sites to allow residential development, rezoning sites for higher densities).

#### **2. Goals, Policies, and Programs**

Based on community feedback and the results of the analysis completed in the tasks above, this scope assumes the Town will prepare draft goals and policies and Urban Planning Partners will review and provide recommendations on best practices. Once there is consensus on the goals and policies, Town staff will develop programs with input from Urban Planning Partners. The goals, policies, and programs will be directly tied to the housing needs, constraints, and key priorities identified in the update process and will be vetted in the community engagement process.

#### **3. Rezoning**

Urban Planning Partners will support Town staff with rezonings that may be needed to accommodate a shortfall of sites. Once the sites inventory is close to final, we will revisit this task to refine our scope of work and fee, if needed.

### **TASK 4. VEHICLE MILES TRAVELED THRESHOLDS/SB 743 IMPLEMENTATION**

Fehr & Peers will work closely with the project team to establish the methods and metrics for vehicle miles traveled (VMT) assessment. Fehr & Peers will begin the work by confirming their approach for the VMT analysis by presenting options and document the project teams' decisions for the analysis metrics, methods, and thresholds in technical memorandums for the VMT analysis. They have found this deliberate approach to establishing the VMT analysis methods early in the process helps expedite the overall evaluation process and can minimize re-working of the analysis once the first draft of the analysis is substantially complete.

#### **1. Establishing VMT Thresholds and VMT Mitigation Approach**

Fehr & Peers will work with the Town to establish the VMT thresholds and VMT mitigation approach. This process of establishing VMT thresholds and VMT mitigation approach will begin by sharing and

summarizing the C/CAG SB 743 Implementation Decision whitepaper (May 2021), which provides key information relevant to establishing VMT methods, metrics, thresholds and mitigation. Fehr & Peers will also summarize and present the VMT metrics for 2015 and 2040 from the C/CAG SB 743 Implementation Decision whitepaper during a meeting with an opportunity for Town staff to discuss and decide on the VMT thresholds and mitigation approach. After this meeting with Town staff, Fehr & Peers will submit a technical memorandum documenting the Town's decision on VMT assumptions and analysis methods. The memorandum will summarize the options and decisions for the following items:

- VMT metrics
- VMT methods
- VMT impact significance thresholds
- VMT mitigation options

## **2. VMT Modeling**

Assuming the Town selects the C/CAG-VTA travel model, Fehr & Peers will work with the project team to update the base year and future year land use inputs to ensure the VMT extracted from the travel model reflects the Town's VMT only. With updated land use inputs under 2015 and 2040 conditions, VMT metrics will be prepared at the Town-level, County-level, and Region-level for scenarios 1, 2 and 3:

- Scenario 1: Baseline Conditions
- Scenario 2: Cumulative without Project Conditions
- Scenario 3: Cumulative with Project Conditions

Fehr & Peers' scope is based on the understanding that the C/CAG-VTA travel model has been validated by C/CAG staff and that no adjustments to the underlying model variables and script that influences the traffic assignment are included in this scope of work. However, if comparisons of the VMT estimates to the California Household Travel Survey (CHTS) VMT data source show substantial variations, Fehr & Peers will investigate potential reasons for the variation and present options to remedy the issue to the project team. If remedies are needed, they will be completed as an additional service.

# EXHIBIT B

Table 1  
Portola Valley Housing Element Support Estimated Fee

	Urban Planning Partners						Fehr & Peers						Team Total
	Curtis Banks Project Director	Carla Violet Project Manager	Planner/Support	Leslie Carmichael Technical Advisor	Lynette Dias Project Advisor	UP Partners Total	Associate-In-Charge	Principal-In-Charge	Project Manager	Project Planner/Engineer	Project Coordinator	Fehr & Peers Total	
<i>Hourly Rate:</i>	\$225	\$195	\$110	\$205	\$290		\$255	\$280	\$185	\$170	\$140		
<b>Task 1. Project Management and Coordination</b>													
Team Meetings	20	48	8	4	4	\$ 16,720	6	-	6	-	-	\$ 2,640	\$ 19,360
Project Management and Ad Hoc Committee Coordination	15	40	12	-	-	\$ 12,495	-	-	-	-	-	\$ -	\$ 12,495
<b>TASK 1 SUBTOTAL</b>	<b>35</b>	<b>88</b>	<b>20</b>	<b>4</b>	<b>4</b>	<b>\$ 29,215</b>	<b>6</b>	<b>-</b>	<b>6</b>	<b>-</b>	<b>-</b>	<b>\$ 2,640</b>	<b>\$ 31,855</b>
<b>Task 2. Community Outreach and Engagement</b>													
Website Materials, Community Meetings, Online Survey	14	58	70	-	6	\$ 23,900	-	-	-	-	-	\$ -	\$ 23,900
Planning Commission/Town Council Meetings	18	34	20	8	-	\$ 14,520	-	-	-	-	-	\$ -	\$ 14,520
<b>TASK 2 SUBTOTAL</b>	<b>32</b>	<b>92</b>	<b>90</b>	<b>8</b>	<b>6</b>	<b>\$ 38,420</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 38,420</b>
<b>Task 3. Housing Element, Land Use Element, and Zoning Code Amendments Support</b>													
Writing/editing, graphics, and mapping support	4	34	44	6	4	\$ 14,760	-	-	-	-	-	\$ -	\$ 14,760
<b>TASK 3 SUBTOTAL</b>	<b>4</b>	<b>34</b>	<b>44</b>	<b>6</b>	<b>4</b>	<b>\$ 14,760</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 14,760</b>
<b>Task 4. VMT Thresholds/SB 743 Implementation</b>													
Establishing VMT Thresholds and VMT Mitigation Approach	-	-	-	-	-	\$ -	20	2	12	40	10	\$ 16,080	\$ 16,080
VMT Modeling	-	-	-	-	-	\$ -	8	-	8	20	6	\$ 7,760	\$ 7,760
<b>TASK 4 SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>28</b>	<b>2</b>	<b>20</b>	<b>60</b>	<b>16</b>	<b>\$ 23,840</b>	<b>\$ 23,840</b>
<b>TOTAL LABOR ESTIMATE</b>													
hours	71	214	154	18	14		34	2	26	60	16		
\$	15,975	41,730	16,940	3,690	4,060	\$ 82,395	8,670	560	4,810	10,200	2,240	\$ 26,480	\$ 108,875
<b>DIRECT COSTS</b>													
1. Printing and Misc. Direct Costs						\$ 500						\$ 4,890	\$ 5,390
2. Subconsultant Mark-up (10%)						\$ 3,137						\$ -	\$ 3,137
<b>TOTAL MISCELLANEOUS COSTS</b>						<b>\$ 3,637</b>						<b>\$ 4,890</b>	<b>\$ 8,527</b>
<b>TOTAL ESTIMATED FEE</b>													
						<b>\$ 86,032</b>						<b>\$ 31,370</b>	<b>\$ 117,402</b>

https://urbanplanningpartners.sharepoint.com/sites/FS/Shared Documents/Marketing00 - Proposals - 60Q4/2021/21-531 PVHE/Proposal/Budget/PVHE Budget\_21\_0707.xlsx

## EXHIBIT C

### (INSURANCE REQUIREMENTS)

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to or interference with property which may arise from, or in connection with, the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

1. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1.1 Insurance Services Office Form No. CG 0001 covering General Liability and Commercial General Liability on an "occurrence" basis.

1.2 Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto), Code 8 (hired autos) or Code 9 (non-owned autos), if Consultant has no owned autos.

1.3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

2. MINIMUM LIMITS OF INSURANCE. Consultant shall maintain limits no less than:

2.1 Comprehensive General Liability. (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) combined single limit per claim and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2.2 Automobile Liability. One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

2.3 Workers' Compensation and Employers Liability. Workers' compensation limits as required by the Labor Code of the State of California. One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

2.4 Errors and Omissions Liability. Two Million Dollars (\$2,000,000) per claim.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to, and approved by, the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-

insured retentions as respects the Town, its officials, employees, agents and contractors; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Town. The Town may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### 4. OTHER INSURANCE PROVISIONS.

4.1 General Liability and Automobile Liability Coverages. The General Liability and Automobile Liability insurance policies required pursuant to Sections 1.1 and 1.2 shall contain or be endorsed contain the following provisions:

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees, agents and contractors.

4.1.2 The Consultant's insurance coverage is the primary insurance as respects the Town, its officials, employees, agents, contractors, and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, agents, contractors, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.1.3 The Insurance Company agrees to waive all rights of subrogation against the Town, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Town's insurer.

4.1.4 Coverage shall not be canceled by either party, except after thirty (30) days prior written notice (10 days for non-payment) by regular mail has been given to the Town.

4.1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, agents or contractors.

4.1.6 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provision set forth in subsection 4.1.4 above.

4.3 Acceptability of Insurers. All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage be maintained by Consultant for a period of 5 years after completion of the contract.

5. VERIFICATION OF COVERAGE. Consultant shall furnish the Town with original certificates, amendatory endorsements, and actual policies of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Proof of insurance shall be mailed to the following address:

Town of Portola Valley  
Attn: Town Clerk  
765 Portola Road  
Portola Valley, CA 94028

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.