

# **REQUEST FOR PROPOSALS**

**For**

## **ENVIRONMENTAL CONSULTING SERVICES FOR BISHOP RANCH 6 DEVELOPMENT**



**CITY OF SAN RAMON**  
COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING SERVICES DIVISION

**Issued: March 3, 2021**

**Proposal Deadline: March 17, 2021 at 4:00 p.m.**

**to**

**City Clerk  
San Ramon City Hall  
7000 Bollinger Canyon Road  
San Ramon, CA 94583**

**Attn: Christina Franco, City Clerk**

**CITY OF SAN RAMON  
REQUEST FOR PROPOSALS**

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## CITY OF SAN RAMON REQUEST FOR PROPOSALS

The City of San Ramon (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for Environmental Consulting Services for Bishop Ranch 6 Development (“**Program**”).

### 1. ABOUT THE CITY

The City was incorporated in July 1983, chartered in 1997, and is located in Contra Costa County, with an estimated population of 83,100. The City operates under a Council-Manager form of government with over 200 employees. The City provides a full range of services typically associated with a municipality, including police, public services, community development (planning, building & safety, and code enforcement), engineering, and parks. In addition, the City also operates two libraries, numerous park and recreation facilities including two aquatic centers and a performing arts theater and two community centers. The City is located in southern Contra Costa County, surrounded by the communities of Danville and Dublin, as well as the unincorporated lands in both Alameda and Contra Costa Counties. The City’s location along the Interstate 680 corridor links it to other parts of the San Ramon Valley, Central Contra Costa County to the north, and San Jose to the south. This location, combined with the proximity of the intersection between Interstates 680 and 580, as well as being home to Bishop Ranch Business Park, makes San Ramon an integral part of the Bay Area economy. The expected build-out population is approximately 96,000 in 2035. Additional information about the City is available online at <http://www.sanramon.ca.gov/>.

### 2. THE SERVICES

**A. Summary.** The City is requesting proposals from qualified planning consultant teams to provide environmental consulting services for the Community Development Department to assist with the entitlement review of the proposed Bishop Ranch 6 Development. (“**Services**”)

**B. Form of Agreement.** A copy of the City’s standard Consultant Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

**C. Scope of Services.** The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate in the Scope of Services.

**3. REQUEST FOR PROPOSAL PROCEDURES**

**A. Requests for Information.** Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to Cindy Yee, Senior Planner, at [cjee@sanramon.ca.gov](mailto:cjee@sanramon.ca.gov) by 5:00 p.m., March 12, 2021 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

**B. Pre-Submittal Meeting.** A Pre-Submittal Meeting will not be held.

**C. Submittal Instructions.** Proposals must be *received* by the City by or before March 17, 2021 at 4:00 p.m. (“**Proposal Deadline**”). Respondent must submit one (1) original and one (1) digital identical copy on a flash drive of the Proposal labeled with Respondent’s name and return address, marked “Proposal for Environmental Consulting Services for Bishop Ranch 6 Development”, and addressed as follows:

City Clerk  
City of San Ramon  
7000 Bollinger Canyon Road  
San Ramon, CA 94583

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the Proposal Deadline. Late submissions will be disregarded.

***Please note, due to COVID-19 restrictions, City Hall is closed to the General Public. If hand-delivered, upon arrival, please call (925) 973-2500 for entry.***

**D. Planned RFP Schedule.** The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

<b>ACTIVITY</b>	<b>PLANNED DATES/TIME</b>
RFP Issued	March 3, 2021
Request for Information Deadline	March 12, 2021 at 5:00 PM
Proposal Deadline	March 17, 2021 at 4:00 PM
Interviews (if requested by City)	To Be Determined (TBD)
Notice of Selection	March 25, 2021
Council Award/Execution of Contract	April 13, 2021
Commence Services	April 2021

**E. Addenda.** City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the City's website at [http://www.sanramon.ca.gov/our\\_city/bids\\_rfp](http://www.sanramon.ca.gov/our_city/bids_rfp). Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

#### **4. PROPOSAL REQUIREMENTS**

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the Proposal. By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

**A. Cover Letter.** Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, etc.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP;
- (5) Respondent acknowledges that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFP. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason; and
- (6) Respondent acknowledges that its representative has read and understands the insurance requirements outlined in Attachment A, Section 15 and thereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

**B. General Qualifications.** Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

**C. Experience.** Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

**D. Staffing.** Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

**E. Price.** Provide a lump sum price for the Services that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc. Submit a detailed budget listing tasks, prime consultant staff working on each task, prime consultant hourly rates, prime consultant hours per task, prime consultant fees per task, and sub-consultant costs per task as well as direct expenses and mark-ups on one worksheet. Provide budget detail for sub-consultant staff working on each task, hourly rates, hours per task, and fees per task on separate worksheets for each subconsultant. Please Note: The City will not pay travel time for Respondents to or from the City and administrative overhead must be included in the hourly rates and not as an additional percentage of the billing.

**F. Proposed Approach.** Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services. Provide a work plan and proposed schedule for the tasks described in the Scope of Services.

**G. Work Plan and Schedule.**

(1) Demonstrate how the Respondent will prepare and provide the requested services. Provide a work plan and schedule, including a breakdown of tasks to be performed, person-hour requirements for each position working on each task, and the names of sub-consultants to be used on the project.

(2) Provide an assessment of the amount of time and information that will be required of City staff who will be involved in the Project.

## 5. EVALUATION

The factors that the City will consider in evaluating Proposals are:

- General qualifications 1-10 points
- Relevant experience 1-10 points
- Proposed staffing 1-10 points
- Pricing 1-20 points
- Proposed approach 1-25 points
- Work Plan and Schedule 1-15 points
- References 1-10 points

## 6. SELECTION AND AWARD

**A. Review.** Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

**B. Award.** The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous Proposal to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council for award of the Agreement to the Respondent that it determines to offer the most advantageous Proposal. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at [http://www.sanramon.ca.gov/our\\_city/bids\\_rfp](http://www.sanramon.ca.gov/our_city/bids_rfp), and which may also be emailed to each Respondent that submits a Proposal.

**C. Protest Procedures.** Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk, at [cityclerk@sanramon.ca.gov](mailto:cityclerk@sanramon.ca.gov), and must clearly specify the basis for the protest. The protest will be reviewed by the Community Development Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

## 7. MISCELLANEOUS

**A. Disclaimers and Reservation of Rights.** Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

**B. Conflict of Interest.** Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

**C. Public Records.** The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

**D. Business Registration.** It shall be the responsibility of the Respondent to maintain all licenses, permits and certifications as required by federal, state and local laws, regulations, codes or ordinances for the performance of the contract (collectively referred to as “Required Documents”). The Respondent shall provide copies of any Required Documents in effect prior to the contract approval. The Respondent shall maintain all Required Documents during the term of the contract. Should any of the Required Documents expire, be cancelled, suspended or revoked before the expiration of the contract, the Respondent must, within 72 hours, provide written notice to the City of such action. In the that any of the Required Documents are not in effect any time during the term of the contract, the contract will be considered canceled effective the date the action occurred one or more of the Required Documents.



The Respondent shall insure that its Business License Registration fee is paid and current during the term of this contract. In the event the Business License fee becomes due during the term of the contract, the Respondent must advise the City in writing thirty (30) days prior to the expiration of the Business License Registration. If the fee is not paid within thirty (30) days, the City will withhold payment of invoices until the Respondent obtains and submits a valid Business Registration.

**Attachments:**

Attachment A – Form of Agreement  
Attachment B – Scope of Services

**Attachment A – Form of Agreement**

**CONSULTING SERVICES AGREEMENT  
BETWEEN THE CITY OF SAN RAMON AND  
CONSULTANT  
FOR  
ENVIRONMENTAL CONSULTING SERVICES FOR BISHOP RANCH 6  
DEVELOPMENT**

This Agreement is made by and between the City of San Ramon, a municipal corporation, (“CITY”), and (Name of Consultant) (“CONSULTANT”) together referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on March 3, 2021, CITY solicited Proposals by Request for Proposals (“RFP”) for Environmental Consulting Services for Bishop Ranch 6 Development; and

**WHEREAS**, after review of all Proposals submitted pursuant to said RFP, CONSULTANT’s Proposal on the project was accepted by the CITY and identified as most advantageous to the CITY; and

**WHEREAS**, CONSULTANT, by reason of qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services; and

**WHEREAS**, CITY desires to hire CONSULTANT to provide the requested services; and

**WHEREAS**, the City Council has authorized the Mayor to enter into an agreement for Environmental Consulting Services for Bishop Ranch 6 Development by adopting Resolution No. 2021-XX on DATE APPROVED BY CITY COUNCIL; and

**NOW, THEREFORE**, in consideration of the mutual promises set forth, CITY and CONSULTANT agree as follows:

1. **Award of Agreement.** In response to the Request for Proposals, CONSULTANT has submitted a Proposal to perform the Services as set forth in the Request for Proposal (RFP), Attachment B – Scope of Services, attached hereto as Exhibit B. On \_\_\_\_\_, 20\_\_, CITY authorized award of this Agreement to CONSULTANT for the amount set forth in Section 5, below.
2. **RFP Documents.** The RFP Documents incorporated into this Agreement include and are comprised of all of the documents listed below.

## Sections

- 2 The Services
- 3 Request for Proposal Procedures
- 4 Proposal Requirements
- 5 Evaluation
- 6 Selection and Award
- 7 Miscellaneous

3. **Scope of Service.** The scope of service covered by this Agreement includes Environmental Consulting Services for Bishop Ranch 6 Development and as further described and contained in the CONSULTANT'S Scope of Services as set forth in Exhibit A to this Agreement, attached and incorporated herein by reference.

4. **Term of Agreement.** CITY and CONSULTANT agree that time is of the essence in the performance of this work. This Agreement shall commence as of the effective date and shall end on Month Date, 20XX or the date CONSULTANT completes the services provided for in this Agreement, whichever occurs first, unless otherwise terminated under the terms of Section 20 of this Agreement.

CITY shall have the option to renew this Agreement for not more than two (2) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any Agreement extension or amendment must be in writing and fully executed by both parties to take effect.

5. **Compensation.** Compensation for the services shall be paid on a time-and-materials basis. The maximum compensation is not-to-exceed **SPELL OUT DOLLAR AMOUNT HERE (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in CONSULTANT'S Scope of Services, Exhibit A to this Agreement.

CITY shall have the right to review all books and records kept by CONSULTANT in connection with the operation and services performed under this Agreement. When requested by CITY, CONSULTANT shall make all such records available to CITY within fourteen (14) days of the request.

6. **Invoicing, Payments, Notices.**

CONSULTANT shall submit invoices, not more frequently than every two (2) weeks, for the services rendered during the preceding period. Invoices shall describe the beginning and end dates of the billing period, services performed including tasks summary, accounting of hours worked, reimbursable expenses incurred, and any other documentation as may be requested by CITY.

City shall make payments based on invoices received for work satisfactorily performed and for authorized reimbursable expenses incurred. City shall pay undisputed invoices in net thirty (30) days from receipt of the invoice.

CONSULTANT shall transmit invoices for services by this Agreement, to CITY as follows:

City of San Ramon  
**Attn: Debbie Chamberlain, Community Development Director**  
7000 Bollinger Canyon Road  
San Ramon, CA 94583

CONSULTANT shall transmit by mail or deliver any notices required by this Agreement, to CITY as follows:

City of San Ramon  
**Attn: City Clerk**  
7000 Bollinger Canyon Road  
San Ramon, CA 94583

CITY shall transmit (or hand deliver) notices and payments on invoiced amounts by this Agreement to CONSULTANT as follows:

Company Name  
**Attn: Contact Name**  
Address  
Address

**7. Professional Services – Additional Obligations on Scope of Services.**

CONSULTANT shall:

- a. Not either during or after the term of this Agreement, make public any reports or articles or disclose to any third party any confidential information relative to the work of CITY or the operations or procedures of CITY without prior written consent of CITY.
- b. Not during the term of the Agreement, take any action that would affect the appearance of impartiality or un-professionalism. CONSULTANT shall perform all services of this Agreement according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged.

**8. Final Work Product.** Final work products produced by CONSULTANT in the form of computer files shall be delivered via email with a Dropbox hyperlink or similar file sharing service. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. All of CONSULTANT'S work product under the Agreement shall be the property of CITY.

**9. Ownership of Work Product.** All work products of CONSULTANT provided hereunder shall become the property of CITY t.

**10. Public Records.** CONSULTANT acknowledges that CITY is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”); therefore,

this Agreement and any writing prepared for or submitted to CITY, including but not limited to CONSULTANT'S Proposal or Statement of Qualifications, is subject to disclosure as a public record, unless any portion thereof is exempt under the Act. If CONSULTANT believes that any portion of a public record is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. CONSULTANT bears the burden of proving any claimed exemption under the Act, and by signing this Agreement and initialing the acknowledgement below, CONSULTANT agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

**PLEASE INITIAL:**

\_\_\_\_\_ CONSULTANT has read and understands the Public Records Act requirements outlined above and hereby affirms that (1) CONSULTANT bears the burden of proving any claimed exemption under the Act, and (2) CONSULTANT agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

11. **Proprietary or Confidential Information.** CONSULTANT understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONSULTANT may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties. The deliverable of GIS data layers will represent all new and derivative mapped layers used to create all mapped information. It will be delivered in ESRI GIS format. Data representing areas will be represented by closed polylines. All GIS data should be delivered in the State Plane Projection system, NAD 83, units of feet. In addition, all new mapped information (information pertaining to a geographic location) or information created from map base GIS data, including various analysis options, will be documented to indicate basic metadata about the information created. Metadata is data describing the purpose, accuracy methodology and date of creation of the mapped GIS data. The metadata should be delivered in Word and/or excel format. CONSULTANT will meet with CITY'S GIS Specialist at the beginning of the project to ensure understanding of the required deliverables. CONSULTANT shall provide CITY'S GIS Specialist with an acceptable draft of GIS data documentation for draft GIS data layers, by the conclusion of the first draft report. A final acceptable GIS documentation report will be delivered at the time of completion of the final report.

CONSULTANT agrees that all confidential information disclosed to CONSULTANT by CITY shall be held in confidence and used only in performance of this Agreement. CONSULTANT shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

12. **Independent Contractor.** It is understood and agreed that CONSULTANT is an independent contractor, that CONSULTANT controls the means and manner of work, and that no employer-employee relationship exists between the parties hereto.
13. **Out of State Business.** If CONSULTANT is an out of state business and does not have a local office within the State of California, CONSULTANT shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state CONSULTANT fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.
14. **Insurance.** CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on the CONSULTANT'S bid proposal.

**A. Required Insurance.** CONSULTANT shall maintain, at all times, during the term of this Agreement and at CONSULTANT'S sole cost and expense:

- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than two million dollars (\$2,000,000).
- ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than one million dollars (\$1,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- ii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONSULTANT shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by CITY upon written verification that CONSULTANT is a

sole proprietor and does not and will not have employees during the term of this Agreement.

- iii. Errors and Omission insurance, which covers the services to be performed under this Agreement, in the minimum amount of two million dollars (\$2,000,000). Except with respect to the requirement of providing CITY with Proof of Insurance, the provisions of subparagraph viii below shall not apply to this errors and omission insurance.

**B. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:**

- i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premise owned, occupied or used by CONSULTANT; or automobile owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents or volunteers. If CONSULTANT submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.
- ii. For any claims related to this project, CONSULTANT'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;
- v. 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 (cross liability endorsement);
- vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation

against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY;

- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.
- viii. Certificate Holder. The certificate holder shall include CITY and be sent to the address as indicated in Section 6 (Invoicing, Payments, Notices) of this Agreement.
- ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

**C. Verification of Coverage.** CONSULTANT shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**D. Subcontractors.** CONSULTANT shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**E. Insurer's Qualifications.** All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

**F. Excess Insurance.** If CONSULTANT maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by CONSULTANT.

**PLEASE INITIAL:**

\_\_\_\_\_ CONSULTANT has read and understand the insurance requirements outlined and hereby affirms that (1) the cost of providing such insurance has been incorporated in CONSULTANT's compensation, and (2) that CONSULTANT has



confirmed that CONSULTANT will obtain the required insurance coverages upon execution of this Agreement.

15. **Authority of Consultant.** CONSULTANT shall possess no authority with respect to any CITY decision and no right to act on behalf of CITY in any capacity whatsoever as agent, or bind CITY to any obligations whatsoever.
16. **Conflict of Interest.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement and CITY Resolution No. 2020-017, Conflict of Interest Code, as amended. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest required by either CITY Ordinance or State Law.
17. **Assignment.** Except as expressly authorized herein, CONSULTANT'S obligations under this Agreement are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the City Manager.
18. **Indemnification.** CONSULTANT agrees to defend, hold harmless, and indemnify CITY, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent or willful acts, or omissions of CONSULTANT.

CONSULTANT shall hold CITY harmless and defend any suit or other proceedings brought by CONSULTANT'S employees, contractors, or agents, either against CONSULTANT or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

19. **Termination.** CITY or CONSULTANT may terminate this Agreement by providing ten (10) days written notice prior to the effective termination date. In the event of termination, CITY shall pay CONSULTANT for all services acceptable to CITY and actually rendered up to, and including, the date of termination. Termination shall not extinguish any outstanding performance obligations under the agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.
20. **Amendments.** Any modifications or amendment of any provision of the Agreement shall be in writing and must be executed by all parties.
21. **Jurisdiction, Venue, and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

22. **Signatures and Counterparts.** This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, electronic, facsimile and scanned signatures shall be binding the same as originals.
23. **Entire Agreement.** This instrument, and any attachments hereto, constitute the entire Agreement between CITY and CONSULTANT concerning the subject matter hereof. In the event of a conflict between the body of this Agreement and its Exhibit B, the terms of the body of this Agreement and Exhibit A shall govern.

**END OF AGREEMENT  
(EXHIBITS OMMITTED)**

## **Attachment B – Scope of Services**

The City of San Ramon is soliciting proposals from consulting firms to provide support for entitlement processing and environmental consulting services. The City of San Ramon Planning Services Division received a Development Review application requesting approval of a 404-unit for-sale residential community at Bishop Ranch 6, located at 2400-2440 Camino Ramon. Bishop Ranch 6, is approximately 31 acres on the west side of Camino Ramon between Norris Canyon Road and Executive Parkway. The site is in the heart of Bishop Ranch, with corporate offices to the west, south and east of the site, and is within a half-mile of the site are several major supermarkets and stores, as well as numerous restaurants and neighborhood services. The project site is immediately adjacent to the recently approved Bishop Ranch CityWalk Master Plan which anticipates up to 4,500 residential units over the next 25 years as well as additional support services and community amenities.

The anticipated Project approvals include:

- Amendment to the North Camino Ramon Specific Plan to support the proposed development.
- Vesting Tentative map
- Development Plan
- Architectural Review
- Tree Removal Permit

A detailed project description, project objectives, specific plan amendment proposal, and site plan have been provided as attachments to the RFP. The Project description, objectives and specific plan amendment proposal details the full extent of the project and amendments to the North Camino Ramon Specific Plan Update.

The applicant has provided the following studies to assist with the project review and scoping for a potential environmental document:

- Traffic Analysis
- Air Quality Assessment
- Economic and Fiscal Analysis
- Phase I Environmental Site Assessment
- Geotechnical Report
- Tree Report
- Archaeological Study
- Biological Evaluation Report
- Summary of Hydrology Design

### **Project Entitlement Staff Support:**

City Staff is requesting a scope of scope of planning services to assist in processing the Bishop Ranch 6 Development project. Staff support should include planning analysis of the development application, management and coordination of internal review between the Applicant team, department staff, other City staff, attendance at project meetings, and preparation of memos, staff reports and PowerPoint presentations for public meetings including but not limited to the Housing Advisory Committee, Architectural Review Board, Parks Commission, Planning Commission, and City Council. Support services should be broken down into the following General tasks:

### Task 1. Project Coordination

### Task 2. Project Meetings - Project Team

Attend and lead all project meetings, as needed, including weekly conference calls for project management and status updates.

### Task 3. Project Meetings - Public Meetings (Committees, Commissions and Council)

Prepare staff reports, resolutions, presentations, and attend project meeting and hearings as requested by City staff. Public hearings including the following anticipated hearings for project entitlement processing and environmental review:

- ❖ Advisory Committee Meetings:
  - Housing Advisory Committee (1 Meeting)
  - Architectural Review Board (1 Meeting)
- ❖ Planning Commission Meetings (4 Meetings, one of which will be a 1 Joint meeting with Council)
- ❖ Parks and Community Services Commission (1 Meeting)
- ❖ City Council Meetings (3 Meetings, one of which will be a 1 Joint meeting with Planning Commission)

### Task 4. Preparation of City Documents, reports, correspondence and presentations

#### **Environmental Services:**

An Environmental Impact Report (EIR) was prepared for the North Camino Ramon Specific Plan. The Specific Plan revisions, in addition to the project specific entitlement require compliance with CEQA. While project reports provided by the Applicant will provide much of the information necessary for scoping the most appropriate CEQA documents, many of the critical studies will require peer review to verify assumptions and consistency with local methodologies as part of the Environmental Scope of Services. City staff is open to Consultant recommendations and proposals for specific CEQA documents. Given that there was an EIR prepared for the Specific Plan, options for CEQA documentation may include an Addendum, Subsequent/Focused EIR, or other option that the Consultant feels can be supported and is defensible.

### Task 1. Project Scoping

- a) Research and Investigation
- b) Agency Consultation
- c) Field Reconnaissance

### Task 2. Preparation of Initial Study

The consultant will prepare an Initial Study to evaluate potential environmental impacts associated with the proposed Project, based on the environmental checklist included in State CEQA Guidelines. The consultant will provide studies where relevant to the Project's environmental analysis, and will determine which resource areas require additional studies, surveys and/or technical reports. Assessment will include (but is not limited too) description in detail of the following topics in accordance with current CEQA guidelines and requirements:

- a) Aesthetic
- b) Agriculture / Forestry Resources
- c) Air Quality
- d) Biological Resources
- e) Cultural Resources
- f) Energy
- g) Geology/Soils
- h) Greenhouse Gas Emissions
- i) Hazards & Hazardous Materials
- j) Hydrology/Water Quality
- k) Land Use/Planning
- l) Mineral Resources
- m) Noise
- n) Population/Housing
- o) Public Services
- p) Recreation
- q) Transportation/Traffic
- r) Tribal Cultural Resources
- s) Utilities/Service Systems
- t) Wildfire
- u) Mandatory Findings of Significance

The consultant will confirm with City staff the appropriate policies, plans and regulatory thresholds used in the analysis. Identified impacts shall be designated as significant or insignificant pursuant to the criteria set forth in CEQA (Public Resources Code 21000 et seq.) and the State CEQA Guidelines (California Code Regulations, Section 15000 et seq.).

### Task 3. Preparation of an appropriate Environmental Document

After completing the Initial Study, the consultant will assist the City with the preparation and completion of an appropriate Environmental Document including appropriate mitigation measures to reduce impacts to below a level of significance as required. The document shall meet all of the requirements set forth in CEQA (Public Resources Code 21000 et seq.) and the State CEQA Guidelines (California Code Regulations, Section 15000 et seq.).

### Task 4. Circulation of Environmental Documents/Determination.

Consultant will be responsible to distribute copies of the document and appropriate notices (Notice of Intent/Notice of Completion) to the State Clearinghouse and other responsible public agencies per the State CEQA Guidelines (specifically Articles 5, 6 and 7) as required. The consultant will assist the City with preparation and filing of all required notices for the environmental determination, and will provide the City with a list of all mailings for the record. The Project Applicant will be responsible for any filing fees. Additionally, the consultant will be responsible for any required consultations (including Tribal Consultations) required under the CEQA guidelines.

### Task 5. Response to Comments and Final Environmental Determination.

The consultant will respond to public comments received and will prepare a response to comments document for the final CEQA document as necessary. Consultant will provide

responses to public comments in the form of a memorandum to the City for review and approval. Consultant will distribute copies of the appropriate document(s) and appropriate notifications to the State Clearinghouse and other responsible public agencies per the State CEQA Guidelines (specifically Articles 6 and 7) after an environmental determination has been adopted.

#### Task 6. CEQA finding for approval

The consultant shall prepare draft CEQA findings for use in the project approval documents.

#### Task 7. Project coordination, meetings and hearings related to environmental services.

The consultant will coordinate regular project status meetings, City review of deliverables, preparation of staff reports and presentations related to environmental review.

#### Task 8. Deliverables

The consultant will be responsible for preparation of all documentation as required by the City. It is anticipated that the consultant will provide the following services and work products:

- a) Administrative draft CEQA document for staff review – one electronic copy.
- b) Draft CEQA document for public distribution – 18 hard copies and one electronic copy.
- c) Final screen check CEQA document for staff review – one electronic copy.
- d) Final CEQA document for Planning Commission/City Council and public distribution – 18 hard copies and one electronic copy.
- e) Draft and final MMRP for inclusion in the final CEQA document for staff review – one electronic copy.
- f) Response to comments memorandum containing proposed responses to public comment – one electronic copy.
- g) Attendance at public hearings and meetings. The consultant will attend required Housing Advisory, Architectural Review Board, Planning Commission, Parks and Community Services Commission, City Council meetings to answer questions that may arise about the CEQA analysis.
- h) Display materials (PowerPoint slideshows, multimedia, free-standing, etc.) and copies of necessary documents for all presentations and public hearings.

#### **Applicant's Project Attachments:**

- Project Description
- Project Objectives
- Proposed Amendments to the North Camino Ramon Specific Plan
- Project Site Plan



## **PROJECT DESCRIPTION**

2400–2440 Camino Ramon (Bishop Ranch 6)  
(APN 213-133-048)

February 2, 2021

SummerHill Homes proposes to develop a vibrant new 404-unit for-sale residential community in Bishop Ranch. The site is located within a short walk of the new City Center which features retail, restaurants, and entertainment. The site also offers convenient access to jobs through the San Ramon Transit Center and Bishop Ranch’s innovative transportation services. The site is currently designated Mixed Use – Bishop Ranch and zoned North Camino Ramon Specific Plan.

### **Location & Setting**

The project site, currently known as Bishop Ranch 6, is located on approximately 31 acres at 2400–2440 Camino Ramon, on the west side of Camino Ramon between Norris Canyon Road and Executive Parkway. The site is in the heart of Bishop Ranch, with corporate offices to the west, south and east of the site, and a 24-Hour Fitness center, Kaiser Permanente, and John Muir Health medical offices to the north. Within a convenient half-mile of the site are several major supermarkets and department stores, as well as numerous restaurants and neighborhood services. The site is also within a three-minute walk of the San Ramon Transit Center, which offers regular express bus service to ACE and BART.

The site currently includes three three-story office buildings constructed in the mid-1980s, totaling approximately 564,000 square feet of office space. The office buildings are partially occupied. The existing leases will end and the tenants will vacate prior to construction of the project. The site is generally flat with a gentle upward slope of approximately 5’ – 8’ from east to west. Much of the site is currently dedicated to paved surface parking to serve the existing office buildings (approximately 1,590 parking stalls) with landscaping at the perimeter of the site. There are a variety of existing non-native trees around the site’s perimeter in a landscape buffer that varies from 20’ to 30’ wide, including ornamental trees and some redwoods. The site currently has four main access points for vehicles: two four-lane driveways on Camino Ramon and one two-lane driveway each on Executive Parkway and Norris Canyon Road. There are currently no vehicle access points on the west side of the property.

### **Project Overview**

SummerHill proposes to develop a 404-unit community of for-sale homes with a mix of three housing types: attached townhomes, detached single-family rowhomes, and detached single-family courtyard homes. The project would transform the existing low-rise office park to a walkable urban community near jobs, transit, services, open space, and other amenities, providing a good job and housing balance within Bishop Ranch.

- The community would include 114 attached townhomes, 154 detached rowhomes and 136 detached courtyard homes, providing a variety of housing types serving different needs within the community. All homes are planned to be two- to three-story wood-frame construction. The product mix would include three and four-bedroom homes, with living areas ranging from approximately 1,700 to 3,000 square feet. Two of the courtyard plans include roof decks.
- Each detached rowhome and courtyard home would have an enclosed private yard, and each attached townhome would have a front patio or landscaped area and private decks. In addition, the project would have landscaped common areas and paseos for the residents, to be maintained by the HOA.
- The architecture includes a variety of elevations, materials and color pallets for each product type. Enhanced elevations are provided on the building sides abutting Norris Canyon Road, Camino Ramon and Executive Parkway.
- The project integrates building elements, colors and materials to complement the surrounding modern offices in Bishop Ranch Business Park and the newly opened City Center lifestyle retail center. Residential architecture is inspired by clean form and natural warm tones of wood and stone materials.
- Each unit would have an attached two-car garage. In addition, the project would provide 182 parking spaces for guests, which far exceeds the 105 required parking spaces. This includes 7 spaces at the park and 4 electric car charging stations within the guest parking spaces.
- The proposed buildings are configured to provide connectivity throughout the site. Multiple pedestrian connections are proposed along Camino Ramon. Entries and street connections with parkways are shown at Camino Ramon, Norris Canyon Road and Executive Parkway and provide automobile, bicycle, and pedestrian access. The two-acre park includes multiple points of access from Camino Ramon, Executive Parkway, and Streets A and D.
- A two-acre park—open to the public and privately maintained by the HOA—would be provided on-site to serve the residents of the City and the new community and provide opportunities for both active and passive play, picnicking, sports courts, a tot lot and a large open field for all age groups. In addition, the project would provide an enhanced landscaped pedestrian walkway along Camino Ramon and Executive Parkway including gathering nodes and seating.
- Existing ornamental landscaping would be replaced with new trees and drought-tolerant landscaping and water efficient irrigation system.
- Demolition is anticipated to begin in spring of 2023 and the existing building materials will be recycled in accordance with local regulations to promote sustainability and reuse of materials.
- SummerHill anticipates that build-out and occupancy of the project would occur in sequence over a period of approximately 4–6 years following approval of the development application and the vesting subdivision tract map.

### **Requested Approvals**

The project is consistent with the General Plan Mixed Use – Bishop Ranch land use designation and the site is zoned North Camino Ramon Specific Plan. SummerHill requests an amendment to the North Camino Ramon Specific Plan, a Planned Development Permit, and a Vesting Tentative Map to develop an all-



residential for-sale project and establish compatible design standards for the site, and to make the Specific Plan consistent with the City's recently adopted Inclusionary Housing Ordinance.

Specifically for the project, SummerHill will seek the following approvals from the City:

- North Camino Ramon Specific Plan amendment
- Planned Development Permit
- Architectural Review
- Vesting Tentative Map
- Tree Removal Permits
- CEQA Compliance

### **Design and Construction**

The architecture and the site plan are intended to integrate the design guidelines of the North Camino Ramon Specific Plan, with a mixed-density all-residential project. The design would complement the framework of the CityWalk Master Plan, creating a smooth transition and a strong pedestrian connection between the project and the nearby office parks, community amenities, trails and retail centers.

The architecture would blend in with the modern and contemporary character of the existing buildings nearby. The homes would be two to three stories in height, attached and detached, to provide a range of housing options for diverse buyer profiles and demographics.

The attached townhomes will be mapped as separate legal units pursuant to a condominium plan.

There will be a fire resistance-rated wall assembly between units in the same building, built per CRC requirements. Each unit will be designed as a townhouse per the 2019 CRC with an NFPA 13D sprinkler system. Electric meters, gas meters and telecommunications services will be grouped at the ends of each building, and service to the individual units will run through soffits in the garages of the units.

The detached rowhomes and courtyard homes will have individual lots and individual utility services and meters to each dwelling.

### **Utilities, Storm Water Quality Management & Fire Protection**

All utilities and other site improvements would be designed and constructed in accordance with applicable City standards. The following public utility connections and improvements are proposed as part of the project:

- Storm water would be treated on site as required to meet municipal stormwater permit requirements. The project would connect into the City's existing storm drain system within Camino Ramon and/or Norris Canyon Road.
- Electric and gas service for the project would connect to existing underground lines in the public right of way adjacent to the site. PG&E has provided a will-serve letter confirming electric and gas service is available to serve the proposed project.
- Domestic water and water for irrigation and fire suppression are provided by East Bay Municipal Utility District. The project would connect to existing water mains along the public frontage.

EBMUD has provided a will-serve letter confirming adequate existing capacity to serve the project.

- Sanitary sewer service would be provided by Central Contra Costa Sanitary District. The project would connect to the existing sewer system that surrounds the project, which includes gravity mains that flow to CCCSD's existing San Ramon pumping station. Wastewater would ultimately discharge to the CCCSD treatment plant in Martinez. CCCSD has provided a will-serve letter confirming adequate existing capacity to serve the project.
- Each home would have individual waste and recycling bins, stored in individual garages or yards and placed in the driveway aprons for pickup by the City's designated service provider.
- All streets and alleys on site would be privately owned and maintained by the HOA.

### **Affordable Housing**

The project proposes to amend the North Camino Ramon Specific Plan to be consistent with the recently adopted Inclusionary Housing Ordinance. Consistent with the Inclusionary Housing Ordinance, 15% of the attached townhomes will be deed-restricted and designated as Affordable Units, with 20% for very low income households, 30% for low income households, and 50% for moderate income households. An in-lieu fee will be paid for the detached rowhomes and detached courtyard homes, in accordance with the Inclusionary Housing Ordinance.

**SUMMERHILL HOMES<sup>SM</sup>**

COMMUNITIES OF DISTINCTION

## **North Camino Ramon Specific Plan Project Objectives**

February 2, 2021

1. Develop high-quality, medium- to high-density for-sale housing on infill sites within the Bishop Ranch Business Park in order to increase the diversity of housing opportunities in San Ramon, complement the existing employment center, maximize the use of existing infrastructure, and meet regional housing goals.
2. Provide affordable housing units in accordance with the City of San Ramon Inclusionary Housing Ordinance.
3. Use high-quality architecture and landscaping consistent with the style of Bishop Ranch that will maintain and enhance the aesthetic character of San Ramon.
4. Provide three distinct neighborhoods within the community including three housing types offering a variety of floor plans to allow for entry - level housing as well as opportunities for existing San Ramon residents to relocate to Bishop Ranch. Locate housing next to jobs and in close proximity to transit in order to reduce vehicle miles traveled.
5. Phase development to allow for managed and orderly growth.
6. Capitalize on the proposed project's proximity to the Iron Horse Trail to promote the use of pedestrian and bicycle modes of transportation and encourage vehicle trip and greenhouse gas reduction and energy conservation.
7. Promote positive economic contributions to the local economy through new investment in Bishop Ranch, creation of new jobs, and expansion of the consumer base.
8. Provide connectivity with adjoining land uses including the Iron Horse Trail, Central Park, City Center Bishop Ranch, The Shops at Bishop Ranch, the Marketplace, Crow Canyon and neighborhood shopping centers through pedestrian and bicycle connections.
9. Provide a 2-acre park, conveniently located at the corner of Executive Parkway and Camino Ramon for visibility and accessibility.
10. Maintain existing grades to the extent feasible to minimize grading, off-haul and retaining walls.



## North Camino Ramon Specific Plan Proposed Amendments

February 2, 2021

1. Revise text on page 1-2 to reflect the future development of the CityWalk project:

Following the approval of the City Center project, the City's long range planning efforts, coupled with economic development goals, began to look at future opportunities in the North Camino Ramon Area. This Planning effort responds to a desire to be proactive and look at ways to guide the future development pattern within the Plan Area to address future community needs and goals while complementing the approved City Center project. ~~Based on a series of background studies and market analysis, summarized in Chapter 2 Existing Conditions, it became clear that there is unmet retail demand that could be captured locally and that there are potential opportunities for a more efficient land use pattern that could be achieved as part of a mixed-use land use concept.~~

2. Revise Policy VIS-3.5 to require compliance with the City's inclusionary housing ordinance:

***Policy VIS-3.5:*** Require each residential project to provide inclusionary housing consistent with the City's Inclusionary Housing ordinance. ~~a minimum of 25% of the units as affordable workforce housing, 15% must build and up to 10% of the workforce housing requirement may be met with the payment of an in-lieu fee unless an alternative affordable housing program demonstrating public benefit is approved by a Development Agreement or detailed Affordable Housing Agreement.~~

~~The goal of the policy is to achieve the minimum 15% must-build requirement for affordable housing. Allowing an alternative affordable housing program is recognition that each project has unique circumstances and is consistent with General Plan Implementation Policy 11.1 I 4 that allows the City to negotiate for appropriate affordable housing units based on the project conditions and type of housing units.~~

3. Revise text on page 3-11 to clarify that mixed use is not required in Multifamily Residential areas:

### **MULTIFAMILY RESIDENTIAL**

A wide variety of higher density housing is envisioned to be located throughout the area (Figure 3.1 #13). Loft units, apartments over retail stores, apartment and condominium buildings, townhouses, row-houses, and live/work units will all be encouraged to meet the needs of the community and provide housing near the large number of existing and future jobs within Bishop Ranch and the surrounding area. Small commercial uses ~~may~~ will be integrated into ground floors to provide nearby services for residents and to enliven major pedestrian routes to encourage walking throughout the Plan Area.

4. Remove the description of Bishop Ranch Office on page 3-12, unless the City prefers to reserve the designation for future use in other areas of the Specific Plan.

5. Revise Figures 3.4, 6.1, 8.1, 8.5, 9.2, 9.4, 9.6 and 11.1 to remove Streets E and F, consistent with the proposed project.
6. Revise Figure 3.5 to show the location of the Residential Park and a linear open space consistent with the proposed project.
7. Revise Figure 4.2 to redesignate the project site as MDR (Mixed Density Residential), and remove the reference to BRMU (Bishop Ranch Mixed Use).
8. Remove the description of Bishop Ranch Mixed Use (BRMU) on page 4-6, and add a description of Mixed Density Residential (MDR):

**Mixed Density Residential (MDR)**

The primary vision for the MDR is for housing with a range of medium-high density product types, including condominiums, townhomes and small-lot single-family homes at densities from 14 to 30 units per acre. The District is intended to provide housing opportunities for the employees of Bishop Ranch and other major employers in the area, as well as support retail and restaurants in City Center and other commercial areas within walking distance.

9. Revise Table 4.3 to remove the reference to BRMU (Bishop Ranch Mixed Use) and designate permitted and conditionally permitted uses in the MDR (Mixed Density Residential) district. Designate Residential – Ground Floor, Residential – Upper Floors ~~Second floor (vertical mixed use)~~, and Live/Work as Permitted uses in the MDR district.
10. Revise the illustration of the Public Space Framework on page 5-3 and the illustration of the Park and Public Space Network on page 10-2 to show the location of the Residential Park and a linear open space consistent with the proposed project.
11. Revise Table 6.1 to clarify that the maximum Floor Area Ratio does not apply to residential-only projects and that the minimum residential density for the MDR (Mixed Density Residential) district is 14 Units per acre.

<b>Floor Area Ratio:</b>		
Maximum 0.70 average for project area.		Additional floor area may be allowed on individual parcel at the discretion of the Planning Commission based upon the criteria set forth in the Floor Area Ratios discussion in Chapter 4-Land Use. <u>Maximum Floor Area Ratio does not apply to the MDR district.</u>
<b>Residential Density</b>		
Mixed Use Districts: Minimum 20 Units per acre		For mixed use projects residential density must be calculated into the FAR calculation for the project.
MDR District: Minimum 14 Units per acre		

12. Revise the description of Block G on page 6-11 to include mixed density residential:

Encourage the consolidation of the Bishop Ranch offices in the specific plan area to this block, integrated with high quality, high density multifamily and mixed-density residential development.

13. Revise the illustration of conceptual development of Block G consistent with the proposed project:

- Show the location of the Residential Park and a linear open space along Camino Ramon consistent with the proposed project.
- Remove the references to retail uses along Camino Ramon.
- Show the location of private streets consistent with the proposed project.

14. Revise text on page 6-12 to be consistent with the proposed project:

<b>Internal Streets:</b>	<del>Provide a new Street E from Camino Ramon.</del> <u>For areas with retail or commercial use, provide new streets</u> <del>Provide a new Street F linking Camino Ramon and Bishop Drive</del> to increase circulation options and encourage future infill development on the adjacent Bishop Ranch 8 parcel.
<b>Minimum Streetwall Heights:</b>	35 feet <u>for commercial and mixed use</u>
<b>Upper Floor Setbacks:</b>	Daylight Plane Requirement
<b>Public Spaces:</b>	Park space adjacent to <del>Executive Parkway</del> <u>Street E East</u>
<b>Applicable Street Sections:</b>	<del>64-11a: Norris Canyon Road East</del> <u>6-11b: Norris Canyon Road West</u> <del>64-13: Camino Ramon South</del> <del>64-14: Park Commons South/Transit Center</del> <del>64-15: Park Commons South</del> <del>4-16: Street E East</del> <del>4-17: Street F East</del> <u>64-18: Service Corridor</u>

**Special Features**

- Active commercial storefronts and building entries are encouraged on Norris Canyon Road west of The Commons.
- ~~Provide accommodation adjacent to Norris Canyon Road for the relocation of the Transit Center and related parking.~~
- Structured parking is strongly encouraged for commercial and mixed use

15. Redesignate street section 6-11 as street section 6-11a, applicable to the section of Norris Canyon Road west of the project frontage, and add a new street section 6-11b for Norris Canyon Road along the frontage of the proposed project. Revise the street section key on page 6-13 to match.

16. Add a description of street section 6-11b, applicable to the section of Norris Canyon Road along the project frontage, east of The Commons:

**SECTION 6-11b: NORRIS CANYON ROAD EAST**

West of The Commons, Norris Canyon Road will be widened slightly from its current width to accommodate a landscaped median to enhance the anticipated residential and resident-serving uses

along its edge. On the north side of the street, active Active uses, ground floor entries to residential units and buildings, and upper floor balconies to bring life to the street environment will be strongly encouraged to enhance the street's role of providing pedestrian access between nearby employment uses and The Commons.

**Right-of-way:** 74 feet

**On-street parking:** no

**Bike lanes:** yes

**Sidewalk/Landscape Width:** 20 feet

**Flex Zone Min.:** 15 feet for commercial and mixed-use projects; not required for residential projects

**Min. Setback:** 35 feet for commercial and mixed-use projects; 15 feet for residential projects

**Max. Setback:** 55 feet

**Minimum first floor height:** none

**Minimum building height:** none

**Ground floor active uses:** Yes for commercial and mixed-use projects; not required for residential projects

**Comments:**

- Sidewalk and landscape to be integrated into the street front design and are not part of the public right of way. Alternative sidewalk alignments may be considered on a case by case basis.
- Active ground floor uses are strongly encouraged along the north side both sides of Norris Canyon Road.
- Soft landscaping with outdoor uses (e.g., dining and gathering spaces) are strongly encouraged on the north side of the street to maintain the street's current character.

17. Revise street section 6-13 and, consistent with the proposed project:

**SECTION 6-13: CAMINO RAMON SOUTH**

Camino Ramon South is envisioned as a combination of public spaces and mixed density residential use a consolidation of the Bishop Ranch office uses in the specific plan area, combined with residential uses to enliven the area and to support Bishop Ranch businesses, City Center, and The Commons commercial core. Due to the substantial grade differential between the curb and the minimum setback, flex zones and active uses other than pedestrian walkways are not feasible along the frontage. ~~along the frontage Landscaped walkways, Active uses, ground floor entries to residential units and buildings, and upper floor balconies to bring life to the street environment will be strongly encouraged to enhance the street's role of providing pedestrian access between nearby employment uses and The Commons.~~

**Right-of-way:** Varies

**On-street parking:** no

**Bike lanes:** no

**Sidewalk/Landscape Width:** 20 feet

**Flex Zone Min.:** ~~15 feet~~ Not required

**Min. Setback:** 35 feet for commercial and mixed-use projects; 25 feet for residential projects

**Max. Setback:** 55 feet

**Minimum first floor height:** None

**Minimum building height:** None

**Ground floor active uses:** Yes for commercial and mixed-use projects; not required for residential projects

**Comments:**

- ~~Active ground floor uses are strongly encouraged along Camino Ramon.~~
- Soft landscaping with outdoor uses (e.g., dining and gathering spaces) are strongly encouraged.
- Sidewalk and landscape to be integrated into the street front design and are not part of the public right of way. Alternative sidewalk alignments may be considered on a case by case basis.
- Sidewalk width includes green buffer but may not include flex space. ~~Flex zones not utilized for active use shall be landscaped.~~

18. Remove street sections 6-16 and 6-17, consistent with the proposed project.

19. Revise text on page 6-32 to note that sidewalks are not necessary on minor private streets in residential-only areas:

Sidewalks, street trees, and planting strips are required along all streets in the Specific Plan Area, with the exception of minor private streets in the MDR district.

20. Revise the design guidelines for Multifamily Medium Density to include Mixed Density Residential; see text on page 7-15:

**MULTIFAMILY MEDIUM DENSITY AND MIXED-DENSITY RESIDENTIAL**

Multifamily Medium Density and mixed-density residential buildings occur in projects with densities generally ranging from 14 ~~20~~ to 40 units per acre, and may take many forms, generally determined by the site constraints and the manner in which parking is accommodated[.]

21. Revise the building design guidelines for Multifamily Medium Density to include Mixed Density Residential; see text on page 7-16:

**Building Design**

- Provide variety of unit plans and elevations to avoid repetition of identical facades and roof lines to express a sense of individual identity and visual interest.
- Design front elevations to emphasize entries, porches or other living areas. Projecting entries and porches, ~~with depths of at least six feet,~~ are encouraged as the primary front elevation element.
- De-emphasize garages and place parking to the rear of units whenever possible.
- Vary garage widths and setbacks for adjacent lots to minimize street frontages dominated by garage doors. Locate front-loaded garages behind the front elevation plane ~~with a minimum setback of 3 feet.~~ Limit garage frontage on ~~street-facing~~ facades facing public streets to a maximum of 50% of the house width.



- Facades should be well articulated with abundant architectural details representing a pedestrian scale. Examples include:
    - o Horizontal and vertical wall plane changes
    - o Projecting porches and architecture elements
    - o Varied roof forms and orientations
    - o Bay windows and varied window sizes
    - o Roof dormers
    - o Material and color changes
    - o Applied decorative features.
  - Window glazing ~~Windows~~ should be recessed a minimum of 2 inches from the outside face of the wall. Window trim styles used on the front elevation should be consistent on all other elevations.
  - Materials and details used on front elevations should be carried around to all sides of a structure, with the exception of special materials and details used to enhance key elevations.
  - Provide a terminus at building tops using projecting cornices, roof overhangs or other architectural details.
  - Roofs may be either flat or sloped with variations in height and silhouette against the sky. Roof design should be considered in the context of adjacent developments.
- Revise the description of the Proposed Bicycle Circulation System on page 8-11, consistent with the proposed project:

#### **Proposed Bicycle Circulation System**

The Specific Plan's street standards ensure that bicycling remains a viable form of transportation for commuting, recreation and exercise, and everyday errands by providing a network of bicycle lanes and paths including new off-street connection from The Commons to the Iron Horse Trail. Specific bicycle facilities (paths) in the development standards include:

- A Class I multi-use urban path connecting The Commons area with the Iron Horse Trail along the new east-west "D" and "B" Streets.
- ~~A Class I multi-use urban path along "E" Street connecting Camino Ramon to Park Commons South.~~

The Plan's street design standards include Class II bike lanes on Fostoria Lane, Street B, Street D, Crow Canyon Place, and The Commons, ~~and Street F.~~

The new bicycle facilities listed above will be integrated with existing bicycle facilities resulting in a comprehensive bicycle system connecting employment centers, residential neighborhoods, transit, shopping, local and regional parks, and other recreational facilities. Figure 8.5 illustrates existing and proposed bicycle facilities.

The bicycle circulation plan includes connections/transitions between two different types of facilities such as Class II bike lanes and Class I off-street paths where the bicyclist needs to shift from riding on the right side of the street to riding on an off-street path. This shift from one type of bike facility to another occurs on Street B at The Commons ~~and Street E between Camino Ramon and The Commons South.~~

22. Update the Table of Contents, the Glossary and the Index for internal consistency with the proposed amendments to the Specific Plan.
23. Any other amendments to the Specific Plan necessary for consistency with the proposed project.

