

**CITY OF HERCULES
PROFESSIONAL SERVICES AGREEMENT**

This Agreement (“**Agreement**”) for professional services is made on October 14, 2025, between the City of Hercules, a California municipality (“**City**”), and Raimi + Associates, a consulting firm (“**Consultant**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

1. Scope of Services. Consultant will provide to City the professional services described in the Scope of Services, attached as **Attachment A** and incorporated in this Agreement (the “**Services**”). Only the City Council or the City Manager may authorize any change or addition to the Scope of Services specified in Attachment A.

2. Term. This Agreement will become effective on October 14, 2025 (“**Effective Date**”), and will terminate upon the full and satisfactory completion of the Services or as otherwise specified in Attachment A, unless terminated sooner in accordance with Section 10 of this Agreement. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

3. Compensation. For the full and satisfactory completion of the Services, City will pay Consultant in an amount not to exceed \$1,561,243, without prior written authorization by City, pursuant to the terms set forth in **Attachment B** on Payment, which is attached to and incorporated in this Agreement. Consultant’s compensation is intended to encompass all costs required for performing the Services, including overhead and indirect costs. Except as expressly provided in Attachment B, Consultant will not be entitled to reimbursement for expenses it incurs to provide the Services.

3.1 Payment. City will pay Consultant for Services satisfactorily provided during each calendar month within 30 days following City receipt and approval of a detailed invoice. The invoice must include, at a minimum: a description of the specific Services provided; the name of the individual providing the Services; the date(s) upon which the Services were provided; the time spent providing the Services; the amount due for the Services; and the basis for calculating the amount due.

3.2 Additional Services. If the City requests related services beyond the Scope of Services described in Attachment A, the Consultant will provide City a written estimate for the additional services (“**Additional Services**”). Consultant will not provide Additional Services until Consultant has received written authorization from the City to perform the Additional Services. Consultant will not be entitled to payment for Additional Services performed without City’s prior written authorization or for costs to correct Consultant’s errors or omissions.

4. Independent Contractor. The Parties agree that Consultant will act as an independent contractor under this Agreement and will have control of its work and the manner in which the Services are performed. Consultant is not an employee of City and is not entitled to participate in any health, retirement, or similar employee benefits from the City.

5. Consultant’s Warranties.

5.1 Consultant warrants that all Services provided under this Agreement will be performed in accordance with generally accepted professional practices and standards for

Consultant's profession in the Bay Area. Nothing in this Agreement shall be interpreted to require Consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.

5.2 By delivering the completed work, Consultant represents that their work conforms to: the requirements of this Agreement; endeavors to conform to all applicable (federal, state, county, local) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

5.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the City's behalf.

5.4 Consultant warrants that it will comply with the City's Nepotism and Cronyism Policy (Hercules Municipal Code § 2-3.401 et seq.) and the City's California Equal Pay Act Compliance Policy (Hercules Municipal Code § 2-3.501 et seq.).

6. Notice. Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other Party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is effective upon delivery unless otherwise specified. Notice for each Party will be given as follows:

City:

City of Hercules
111 Civic Drive
Hercules, CA 94547
(510) 799-8200
Attn: City Clerk

Consultant:

Name: Raimi + Associates, Inc.
Address: 1900 Addison Street,
Suite 200
Berkeley, CA 94704
Phone: (510) 200-0520
Attn: Matt Raimi

Copy to: Timothy Rood, AICP
Email: Trood@HerculesCA.gov

Copy to: Matt Raimi
Email: Matt@RaimiAssociates.com

7. Indemnity. Subsection 7.1 is not applicable to this Agreement if Consultant's Services are "design professional" services as that term is used and defined in Civil Code section 2782.8. Subsection 7.2 is applicable to this Agreement if Consultant's Services are "design professional" services as used and defined in Civil Code section 2782.8.

7.1 To the full extent permitted by law, Consultant will indemnify, defend with counsel acceptable to City, and hold harmless City, its governing body, officers, agents, employees, and volunteers (collectively, "**City Indemnitees**") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Consultant's negligent acts, errors, or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any of the City Indemnitees. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive

the expiration or early termination of this Agreement. This Subsection 7.1 does not apply if the Services to be provided under this Agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

7.2 To the full extent permitted by law, Consultant will indemnify, defend, and hold harmless City, its City Council, officials, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "**Liability**") of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement. This Subsection 7.2 is applicable if the Services to be provided under this Agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

8. Insurance. Before providing any Services under this Agreement, Consultant is required to procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to nonpayment of premiums, in which case at least 10 days written notice will be made to City. The required insurance must cover the activities of Consultant and its employees or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Consultant fails to provide any of the required coverage, City may, at its sole discretion, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant.

8.1 The following insurance policies and limits are required for this Agreement:

8.1.1 Commercial General Liability Insurance ("CGL"). CGL insurance issued on an occurrence basis, including coverage of liability arising from Consultant's acts or omissions in the performance of Services under this Agreement, with limits of at least \$1,000,000.00 per occurrence.

8.1.2 Automotive. Commercial automotive liability coverage for owned (if any), non-owned and hired vehicles must provide coverage of at least \$1,000,000.00 combined single limit per accident for bodily injury, death, or property damage.

8.1.3 Workers' Compensation Insurance and Employer's Liability. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least \$1,000,000.00. If Consultant is self-insured, Consultant must provide its duly authorized Certificate of Permission to Self-Insure.

8.1.4 Professional Liability. This insurance must insure against Consultant's errors and omissions in the provision of Services under this Agreement, in an amount no less than \$1,000,000.00 combined single limit.

8.2 Subrogation Waiver. Each required policy must include an endorsement that the insurer agrees to waive any right of subrogation it may have against City or the City's insurers.

8.3 The CGL policy and the automotive liability policy must include the following endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Agreement.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided is primary and no insurance held or owned by City will be called upon to contribute to a loss.

(4) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.

9. Dispute Resolution. In the event that any dispute arises between the Parties in relation to this Agreement, the Parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the Parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the Parties agree to submit the dispute to mediation.

9.1 Either Party may give written notice to the other Party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days after the date that such notice is given, or sooner if reasonably practicable. The Parties will jointly appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of the mediation, except costs incurred by each Party for representation by legal counsel.

9.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either Party commencing litigation in relation to the dispute.

10. Early Termination.

10.1 Termination for Convenience. Either Party may terminate this Agreement for convenience by giving 10 calendar days written notice to Consultant. In the event City elects to

terminate the Agreement without cause, it will pay Consultant for Services satisfactorily provided up to that date.

10.2 Termination for Cause. If either Party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other Party may terminate this Agreement by giving written notice five calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant will be entitled to payment for all Services satisfactorily provided up to the effective date of termination, except that the City may deduct from that payment the amount of costs the City incurred, if any, because of Consultant's breach of the Agreement.

11. Work Product. With the exception of Consultant's proprietary computer models and commercially available software, City will be the sole owner of all rights to any work product in any form which has been prepared by Consultant on City's behalf pursuant to this Agreement, unless otherwise specified in writing by the Parties. The Consultant is not responsible, and liability is waived by the City against the Consultant for use by the City or any other person of any modified data, reports, plans, or drawings without the Consultant's written consent. Additionally, draft products by their very nature are incomplete, and the Consultant shall not be responsible for the completeness and accuracy of draft products.

12. Records. Unless otherwise specified in Attachment A, Consultant will maintain records related to this Agreement for a period of four years from expiration or termination of this Agreement, including records of the Services performed, on a daily basis if necessary. Consultant's accounting systems will conform to generally accepted accounting principles, and all records will provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, invoices, and vouchers. Consultant will permit City to inspect and examine Consultant's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time.

13. General Provisions.

13.1 Assignment and Successors. Consultant may not assign its rights or obligations under this Agreement, in part or in whole, without City's written consent. This Agreement is binding on Consultant's and City's lawful heirs, successors, and permitted assigns.

13.2 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

13.3 Nondiscrimination. Consultant will not discriminate in the employment of persons under this Agreement because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

13.4 Restrictions on Nepotism and Cronyism. Consultant must comply with the regulations adopted by the City to avoid favoritism or discrimination in the award of contracts, as set forth in section 2-3.401 et seq. of the City's Municipal Code. Consultant must complete the "Contractor Acknowledgment of City of Hercules Nepotism and Cronyism Policy," using the form attached as **Attachment C** to this Agreement, and submit a fully executed copy with the executed Agreement.

13.5 Compliance with the California Equal Pay Act. Consultant must comply with the regulations adopted by the City to allow for verification of Consultant compliance with the requirements of the California Equal Pay Act, as set forth in section 2-3.501 et seq. of the City's Municipal Code. Consultant must complete the "Contractor Acknowledgment of Compliance with the California Equal Pay Act," using the form attached as **Attachment D** to this Agreement, and submit a fully executed copy with the executed Agreement.

13.6 Choice of Law and Venue. This Agreement will be governed by California law, and venue will be in the Superior Court of Contra Costa County, and no other place.

13.7 Integration. This Agreement and the documents incorporated in this Agreement constitute the final, complete, and exclusive terms of the agreement between the City and the Consultant.

13.8 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions of the Agreement will remain in full force and effect.

13.9 Amendment. No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by the Parties to this Agreement.

13.10 Provisions Deemed Inserted. Every provision of law required to be inserted in this Agreement will be deemed to be inserted, and this Agreement will be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement will be amended to make the insertion or correction.

13.11 Precedence. If any provision in any document attached to or incorporated in this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement will control over any such conflicting or inconsistent provisions.

13.12 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

13.13 Force Majeure. If either Party is delayed or hindered in or prevented from the performance of any act required under this Agreement because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the Party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act will be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance will be extended for an equivalent period. Delays or failures to perform resulting from lack of funds will not be Force Majeure Events.

13.14 Headings. The headings in this Agreement are included for convenience only and will not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties to this Agreement.

13.15 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

13.16 Authorization. Each individual signing below warrants that he or she is authorized to do so by the Party that he or she represents, and that this Agreement is legally binding on that Party. If Consultant is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

[Signature page follows.]

The Parties agree to this Agreement as witnessed by the signatures below:

Professional Services Agreement
City Attorney Approved, 03112024

Agreement No. < _____ >
Council Resolution No. < _____ >

Hercules General Plan Update & Environmental Impact Report

CITY:

Approved as to form:

s/ _____

s/ _____

Dante Hall, City Manager

Christie Crowl, City Attorney

Date: _____

Date: _____

Attest:

s/ _____

Eibleis Melendez, City Clerk

Date: _____

CONSULTANT: Raimi + Associates, Inc.
Business Name

s/ _____

Name/Title

Date: _____

s/ _____

Name/Title

Date: _____

Attachments:

Attachment A: Scope of Services

Attachment B: Payment

Attachment C: Contractor Acknowledgment of City of Hercules Nepotism and Cronyism Policy

Attachment D: Contractor Acknowledgment of Compliance with the California Equal Pay Act

Attachment A
SCOPE OF SERVICES

Exhibit A: Scope of Work

The following is the R+A Team's scope of work for the General Plan Update and Environmental Impact Report for the City of Hercules.

In this section, the following terms have been used to describe roles:

- R+A: Raimi and Associates
- City/ City Team/ City staff: City of Hercules staff (working on the General Plan Update)
- Consultant/ Consultant Team: used to indicate all or some members of the larger team, including Fehr and Peers, Strategic Economics, BKF Engineers, and Rincon Consultants

Task 1: Project Initiation

Task 1.1: Kickoff Meeting

The R+A project manager will work with the City Team to plan and schedule a two-hour virtual kickoff meeting with the entire Consultant Team to initiate the project. This meeting will be an opportunity for the City Team to outline its expectations and to discuss and confirm the project approach, workflow, community engagement, deliverables, and protocols for team coordination and management.

Task 1.2: Project Schedule and Work Plan

Following the kickoff meeting, R+A will refine the overall project schedule, highlighting key milestones and engagement activities. In addition, R+A will prepare a detailed work plan, including interim milestones and estimated review periods, for at least the initial phases of the project (approximately 6 to 12 months from project initiation). The work plan is intended to be a living document that gets updated at regular intervals to remain a relevant point of reference for the entire project team.

Task 1.3: Data Collection

The City Team will provide the Consultant Team with a comprehensive list of documents and data necessary to prepare the General Plan and EIR. Following delivery and review of the preliminary materials, R+A will prepare a supplemental document and data request list to obtain additional information from the City and/or other sources as may be needed.

Task 1.4: Site Visit

R+A will schedule a half-day visit to Hercules to get a first-hand understanding, for example, of current conditions, areas of potential change, and pipeline projects. While R+A could carry out this trip on their own, it would be beneficial if City staff could join for a tour of key areas.

Task 1.5: Create Citywide ArcGIS database

R+A will collect parcel-based GIS data from the City, County Assessor, Urban Footprint, and other data sources as available, and create a standardized dataset that will be available online (using ArcGIS online) for future City use. This task will include cleaning and formatting the GIS data, defining data coordinates, and establishing attributes and symbology. This dataset will be used to create the base maps in Task 1.6 and will be coordinated with the mapping and analysis work as part of Tasks 3 and 4. Please note that this task does not include field checking the data for accuracy or collecting new data.

Task 1.6: Base Maps

R+A will create a set of base maps using the database created as part of Task 1.5. This set of base maps will allow the Consultant Team to quickly review geographic data across a variety of topics. The draft base maps will be created prior to the site visit (Task 1.4), and the information will be spot-checked with on-the-ground windshield surveys. R+A will finalize the set of base maps for the project and make them available to the Consultant Team.

Task 1.6: Project Templates and Branding

R+A will prepare unique branding materials for the project and templates to be used by the entire team. This will include a color palette, logo, and document templates for memorandums, reports, meeting agendas, PowerPoint presentations, engagement flyers, and posters. All public materials related to this project will be produced using these branded templates.

Task 1 Deliverables

- Kick-off meeting agenda and notes
- Project schedule
- Project work plan
- Data and document request
- ArcGIS online dataset
- Base maps
- Project branding templates

Task 2: Community Engagement

Task 2.1: Community Engagement Strategy

As one of the initial tasks in the project, R+A will build on insights from the Kick-off Meeting to prepare a Community Engagement Strategy to guide the General Plan Update. This memorandum will include details about each of the engagement events in the scope (including any changes or alterations emerging from the kickoff meeting). The Community Engagement Strategy Memorandum will:

- Provide an overview of the project engagement strategy by phase and task, clearly outlining the engagement focus and objectives at each stage and aligning the engagement schedule with key dates and events in the community
- Outline outreach, communications, and engagement roles and responsibilities
- Outline the communication strategies, cadence, and format (e.g., email, social media) for each engagement type (e.g., Steering Committee, City departments, Planning Commission, City Council, Boards and Commissions, surveys, and workshops)
- Identify stakeholder groups and targets for outreach engagement related to ensure equitable and inclusive engagement throughout the project
- Introduce engagement tools to be used for the project (e.g., Zoom/ Teams, Miro, Padlet, Commonplace, Mentimeter)
- Propose key project messages that can be used throughout the project.

Task 2.2: General Plan Update Website

R+A will work with the City to create a dedicated General Plan Update website and add initial background information on the project, the General Plan Update process and timeline, and potentially a set of FAQs, in coordination with City staff. Over the course of the General Plan Update, the website will be used for communicating project updates and hosting key deliverables and links to interactive surveys. Additionally, R+A will work with the city to expand the contact database that is currently underway and use it for email, social media, SMS, and other project communications. This database will be updated throughout the project as new stakeholders are identified. R+A will maintain the project website and use it for regular communication about the project as well as hosting project deliverables and hosting surveys.

Task 2.3: Citywide Notification, Project Fact Sheet, Informational Primers

R+A will design and send out an initial postcard or similar mailer to all Hercules residents, to inform the community about the General Plan Update. This will be done at the beginning of the project, and will include information about the project's scope, timeline, and engagement events. Subsequent community-wide notifications will include inserts with project updates as part of City newsletters, and email blasts. In addition, R+A will produce a one-page

informational “fact sheet” on the General Plan Update process, as well as informational “primers” on key topics over the course of the project, to be sent out with City newsletters and other communication. These primers will use non-technical language and graphics to explain key concepts and include a set of FAQs. The topics will be decided in consultation with City staff, but the budget anticipates a total of 5 such fact sheets. R+A will also prepare workshop flyers for each of the public workshops and informational community forums. These will not be mailed to all residents in the City but will be designated for printing, social media, and email.

Task 2.4: General Plan Advisory Committee (GPAC) Meetings

The R+A team proposes ten meetings with the General Plan Advisory Committee (GPAC) to obtain high-level feedback on the planning process and products. We are assuming that the GPAC will be meeting in person in Hercules. Each GPAC meeting will be attended by two R+A facilitators.

The general flow of GPAC meetings will be approximately every two months, and related to the phases of work, as listed below. These can be adjusted after discussion with City staff to best meet project needs:

- **Meeting #1:** Introduction to the project and the role of the GPAC
- **Meeting #2:** Issues, opportunities, community priorities
- **Meeting #3:** Focus areas and development vision
- **Meeting #4 and #5:** Land use options
- **Meeting #6:** Preferred land use options
- **Meeting #7:** Land use designation changes and development standards
- **Meetings #8 and #9:** Policy development
- **Meeting #10:** Responses to comments on the Public Review Draft Elements and Draft EIR

For each GPAC meeting, R+A will prepare agendas and meeting materials, facilitate the meetings, and provide summary notes. All the meetings will be open to the public and include time for public input and participation. City staff responsibilities will include logistics and communication with GPAC members, identifying meeting spaces, and providing support during the meetings.

Task 2.5: City Council and Planning Commission Meetings

The scope includes a total of eight in-person meetings for this task, assuming four meetings each with the Planning Commission and City Council, not including adoption hearings. These meetings will be structured across four rounds of engagement to coincide with key phases of work. For each meeting, R+A will collaborate with City staff to prepare meeting objectives and materials and facilitate the meeting and discussion. City staff will be responsible for preparing

staff reports and notifications.

The Planning Commission meetings will typically be scheduled in advance of City Council meetings in each set of meetings, to provide Council members with a summary of feedback and recommendations received on the relevant topic and to facilitate decision-making. The same set of meeting materials will be used for both meetings, with minor changes as needed. The sequence of meetings is anticipated to be as follows but may be modified as the project progresses:

- **PC+CC #1:** Introduction to the project, issues, opportunities, and vision
Aligns with Part 1 of the Approach (Issues, Opportunities, and Vision) and with Task 3
- **PC+CC #2:** Land use options
Aligns with Part 2 of the Approach (Land Use Direction) and with Task 4
- **PC+CC #3:** Preferred land use options
Aligns with Part 3 of the Approach (Land Use Direction) and with Task 4
- **PC+CC #4:** Draft policies and programs
Aligns with Part 4 of the Approach (Policy Direction) and with Task 5

Task 2.6: Meetings with WCCTC, EDC, and Tribal Consultation

R+A has included six meetings in its scope to meet with the WCCTC, EDC, and other groups as determined by the City. The budget assumes three in-person and three virtual meetings. The timing of these meetings is estimated to align with the first three sets of Planning Commission and City Council meetings described in Task 2.4. The schedule for these meetings will be finalized after discussion with City staff. Consultant Team meetings with the EDC and WCCTC are estimated to be as follows:

- R+A and Strategic Economics will meet with the EDC in alignment with PC+CC meetings #1, #2, and #4, to get input and inform the work in Tasks 3, 4, and 5.
- Fehr & Peers will provide notice to and support the City in consulting with the West Contra Costa Transportation Commission (WCCTC) and other WCCTC jurisdictions. R+A and Fehr and Peers will meet with the WCCTC in alignment with PC+CC meetings #1 and #2, to get input and inform the work in Task 3 and Task 4.

As part of this task, Rincon, on behalf of the Consultant Team, will support the City in fulfilling its obligations under Senate Bill (SB) 18 and Assembly Bill (AB) 52, which require formal consultation with California Native American tribes traditionally and culturally affiliated with the area when adopting or amending a General Plan. Rincon will prepare consultation materials for City use, including notification letters, project location maps, a project description, and instructions for requesting consultation. Rincon will coordinate with the Native American Heritage Commission (NAHC) to obtain the current list of tribes, including the Confederated Villages of Lisjan, as mentioned in the RFP. While Rincon will assist in preparing materials and providing technical support, the City will be responsible for mailing and directly corresponding

with tribes as the lead agency. Feedback received during consultation will be documented and incorporated into the policy framework to ensure tribal perspectives are reflected in the updated General Plan.

Task 2.7: Informational Community Forums

The R+A team will organize two informational forums to provide relevant background information on key topics related to the General Plan Update. These will be organized as in-person, 2-hour long sessions led by a subject matter expert from the Consultant Team. These forums will be an opportunity for community members as well as City decision-makers to understand these topics in more depth, ask questions, and help set the policy direction for the topic. The forums could be timed to be in-between Workshops #1 and #2, prior to the Consultant Team preparing the land use options and buildout studies. The scope includes informational sessions on two key topics. An additional forum could be included if needed, using funds from the project contingency:

- **Forum #1:** Economic development and retail (led by Strategic Economics)
- **Forum #2:** Mobility and transportation (led by Fehr and Peers)

Task 2.8: Community Workshops / Open Houses

R+A will organize four community workshops to provide community members with focused project updates and to invite their input through a variety of techniques. Aligned with each workshop, there will be an online survey to broaden the outreach. The workshops will be in-person events, facilitated by 3 to 4 members of the Consultant Team, with subconsultants attending as needed to support their areas of work. City staff will support R+A and be responsible for advertising the events, securing a venue, and related logistics.

Each workshop is anticipated to be 2 to 4 hours long and will include a short presentation and a combination of interactive table exercises, live polling using digital interactive tools (e.g., Mentimeter), and discussions at stations with display exhibits. R+A will develop the workshop format and prepare the agenda, consolidating and synthesizing relevant materials from the technical team when needed. R+A will facilitate the workshops and provide summary notes documenting input and identifying common discussion themes. The exact structure and content for each workshop will be developed in discussion with the City Team.

The sequence of the workshops is anticipated to be as follows:

- **Workshop #1:** Introduction to the project, issues and opportunities, focus areas, development vision - aligned with Online Survey #1 (corresponds with Part 1 of the Approach)
- **Workshop #2:** Land use options and buildout studies - aligned with Online Survey #2 (corresponds with Part 2 of the Approach and Task 4 of the scope)

- **Workshop #3:** Policy Direction - aligned with Online Survey #3 (corresponds with Part 3 of the Approach and Task 5 of the scope)
- **Workshop #4:** Public Review Draft policies and programs – aligned with Online Survey #4 (corresponds with Part 4 of the Approach and Task 6 of the scope)

City staff will be responsible for mailing flyers and physically distributing flyers throughout the City, securing meeting rooms, and providing small group facilitators as needed beyond Consultant Team members. The R+A team will arrange for light refreshment as part of the workshops, and will work with the City to provide childcare as needed. R+A has set aside funds for translation and interpretation of materials. This is a “not to exceed” amount. Our scope also assumes that live translation and interpretation, if needed, could be provided at the workshops using AI-based apps (such as Wordly).

Task 2.9: Online Surveys / Forms

R+A will prepare the four online surveys or feedback forms using MetroQuest, SurveyMonkey, or another online survey platform to obtain feedback on General Plan direction. The surveys will be available through a link on the project website and will be used to broaden outreach and make it more accessible and easier for people to participate. The survey platform will be selected to enable R+A to easily analyze responses by demographics, neighborhood location, and length of tenure in the city. R+A will provide the top-of-line survey results. Detailed analysis of survey results is outside the team’s scope.

The sequence of the online surveys is anticipated to be as follows:

- **Online Survey #1:** Introduction to the project, issues and opportunities, focus areas, development vision - aligned with Workshop #1 (corresponds with Part 1 of the Approach)
- **Online Survey #2:** Land use options - aligned with Workshop #2 (corresponds with Part 2 of the Approach – Land Use Direction and Task 4 of the scope)
- **Online Survey #3:** Policy Direction - aligned with Workshop #3 (corresponds with Part 3 of the Approach – Policy Direction and Task 5 of the scope)
- **Online Survey #4:** General Plan Elements - aligned with Workshop #4 (corresponds with Part 4 of the Approach and Task 6 of the scope)

Task 2.10: Stakeholder Meetings

The Consultant Team will conduct up to 10 virtual one-hour stakeholder meetings or interviews. Stakeholders will be identified with staff and may include City Council members, advocacy organizations, major industry representatives, small business owners, real estate brokers, developers, major property owners, and community leaders. It is anticipated that these meetings

will be facilitated through a virtual meeting platform such as Zoom or Microsoft Teams. R+A will prepare a brief summary of the results of the stakeholder interviews. Our expectation is that these meetings will occur at the beginning of the project, each meeting will have 1-2 people, the meetings will be informal without any presentation, and City staff will be responsible for logistics.

Task 2 Deliverables

- Community Engagement Strategy Memo - draft and final
- Dedicated General Plan Update website materials (base map, FAQs, timeline graphic) and regular updates and maintenance
- Citywide notification (postcard/ mailer)
- Project Fact Sheet (draft and final)
- Flyers for each workshop and informational session (draft and final)
- Project “fact sheets” including FAQs
- Informational “primers” on key topics (5x)
- GPAC, WCCTC, EDC, and other meeting agendas, presentation slides (PPT), and meeting summaries (one set for each meeting)
- Informational forums including facilitation and materials (2x)
- Workshop agenda, materials, and summary (4x)
- Online survey questionnaire and top-line result summary (4x)
- Stakeholder questions and summary of stakeholder interviews

Task 3: Existing Conditions Analysis

To initiate the General Plan technical work, the Consultant Team will carry out an analysis of the current existing conditions. Consultant Team members will review/audit pertinent planning data documents related to each topical report and assembled during Tasks 1.3 and 1.4, including current General Plan elements, voter initiatives, past amendments, long-range plan documents, area plans, related State law, and relevant CEQA documents.

The team will summarize findings in a set of Technical Memoranda (Tasks 3.1-3.8 below) that identify the key issues, opportunities, and priorities that will be the focus of the General Plan Update. These memos will serve as background and resources for City staff, the Consultant Team, and the public throughout the process. The memos will focus on summarizing key facts and information, without providing recommendations for policy direction or actions, and will be written so that they can be easily adapted into the introductory sections of corresponding

elements and/or sections of the EIR.

Task 3.1: Land Use Setting and Sites Inventory

The Land Use Setting memo will document key characteristics such as regional setting and importance, key demographics related to land use and housing, existing land uses, zoning designations, community destinations, and urban design and character. The memo will include maps, tables, and diagrams to support the text narrative.

R+A will use data analysis, mapping, and document review, including but not limited to:

- Reviewing the current Land Use, Growth Management, Housing, and Safety Elements
- Reviewing relevant sections of the Municipal Code, including the Hercules Plan Regulating Code and the New Town Center zoning district, and identifying potential regulatory and zoning barriers to housing development
- Identifying items that need to be addressed to be in compliance with State laws
- Reviewing Contra Costa Local Agency Formation Commission's 2019 Municipal Service Review of the Hercules Sphere of Influence.

A key part of the work in this task will be to prepare a Sites Inventory of potential development/redevelopment sites in Hercules to inform the work in Task 4. Based on available information and interviews with City staff and select property owners and/or brokers, combined with field observation as required, R+A will identify and assess sites with the potential to be developed or redeveloped within the 2050 planning horizon. Candidate sites may include pipeline projects, vacant and underutilized sites, and light industrial and commercial sites.

Task 3.2: Circulation Setting

Fehr & Peers will review the existing Circulation Element and other relevant planning documents to identify key issues and new legal and legislative requirements that need to be addressed in this update. In particular, this review is expected to focus on evolving topics such as vehicle miles traveled, roadway safety, emergency evacuation, post-COVID changes to travel behavior and transit service, recent infrastructure improvements, and implications of the city's latest Housing Element. This work will also inform transportation-related work in Task 4.

Fehr & Peers will prepare a memo briefly summarizing the City's existing and planned circulation network, identifying potential areas for improvement to accommodate planning and policy goals, including the roadway system, truck routes, safety, transit, and active transportation. As a part of this task, Fehr & Peers will complete an access gap analysis for the Hercules Hub station area to achieve conformance with MTC's Transit-Oriented Communities Policy Administrative Guidance. This task will include identifying destinations within a 10-minute walk and 15-minute bicycle or bus/shuttle trip, including Equity Priority Communities, and highlighting key access barriers. Fehr & Peers will also identify opportunities for Mobility Hub planning and implementation as described in MTC's Mobility Hub Implementation Playbook.

Consistent with the requirements of SB 932, Fehr & Peers will include a summary of the city's High Collision Network, focused on identifying and reducing the risk of fatal and severe injury collisions on the citywide network. Summary maps and a discussion of key safety issues in the city, with an emphasis on collisions with vulnerable users (pedestrians and bicyclists), will be taken from the City's 2022 Local Roadway Safety Plan. Fehr & Peers will also review the existing truck routes and map of sensitive receptors consistent with requirements under AB 98.

Fehr & Peers will retain a data collection firm to collect 24-hour midweek average daily traffic (ADT) traffic counts for up to 10 roadway segments throughout the city. The data collection locations will be determined in consultation with city staff and the Consultant Team; it is likely to focus on key roadways that provide access between key destinations in the city. Using the ADT data, the existing conditions weekday segment Level of Service will be analyzed for the study locations. LOS will be calculated using the methodologies for the Highway Capacity Manual, 7th Edition.

Task 3.3: Economic Development Setting

Strategic Economics will prepare an assessment of the Hercules economy's 20-year growth trends based on changes to the City's business mix, and to the extent that data is available, jobs by industry and sales tax generation by industry. These will be compared with changes in real estate market performance for all land use types to be considered in the General Plan, including single and multifamily housing, shopping centers, office, industrial buildings, and mixed-use development.

This existing conditions memo will also evaluate population growth trends such as changes in population and household size, age and income distributions, the population's racial and ethnic distribution, levels of educational attainment, employed residents' occupational mix, and commute patterns into and out of the City. To provide context for the City's economic, real estate market, and demographic changes, benchmark data will be provided for other cities in West Contra Costa County as well as for the entire County.

Population and employment trends will be compared to Plan Bay Area 2050 citywide growth projections to determine the ways in which future demand for housing and commercial space in the City may shift over the course of the General Plan's time horizon. Strategic Economics will also conduct a literature review to determine how larger industry trends, including the impact of artificial intelligence and the move towards online shopping, will impact future land demand patterns in Hercules. As part of this task, Strategic Economics will also conduct stakeholder interviews and focus groups with business owners, property owners, real estate brokers, and developers. This information will be structured to help identify potential opportunity sites within the City that may have potential to accommodate different uses and/or more intensive development in the future, and will provide the basis for establishing the General Plan's Economic Development goals and policies.

Task 3.4: Open Space and Conservation Setting

The Consultant Team will produce a technical memo that will serve two purposes: 1) document

the existing open space and conservation setting, and 2) review the current General Plan for legislative consistency with SB 1425.

The technical memo will include an inventory of existing and planned parks, open spaces, recreational facilities, trails, and public facilities. The memo will also include assessments of equitable access to parks and open spaces, such as performance metrics like parks to population ratios and analysis of walk access to parks. Consistent with SB 1425, the Technical Memo will also analyze wildlife connectivity by identifying and mapping habitats, urban forest, waterways, wetlands, etc., as well as climate resilience and other co-benefits by analyzing anticipated climate impacts that could affect open spaces and their use. The memo will also address natural and human environmental resources (like cultural resources).

To document consistency with SB 1425, R+A will review the Open Space and Conservation, Land Use, Growth Management, and Safety Elements and other planning documents addressing parks, recreation, and open space, such as the 2024 Parks and Recreation Facilities Master Plan, Measure M, and the Refugio Creek Watershed Vision Plan, and catalog policies and programs that meet SB 1425 requirements. This review, as well as the technical analysis conducted for this memo, will provide a greater understanding of the City's compliance with SB 1425 and whether there are gaps in achieving compliance. If gaps are identified, R+A will identify potential interim text amendments to the Open Space and Conservation Element to comply with SB 1425 (compliance required by Jan. 1, 2026).

Task 3.5: Infrastructure Setting

Using existing sewer, water, and storm drain master plan reports, BKF Engineers will prepare a brief memo summarizing existing wet utility system infrastructure conditions, including capacity, planned improvements, and known deficiencies, to help set the baseline for the project. If a master plan report is not available, BKF will base its analysis on available information provided by City staff. If GIS information for existing wet utility networks is available, BKF will prepare map exhibits for the existing major utility trunk lines within City limits. Note that the scope does not include modeling of existing utilities.

Task 3.6: Environmental Setting

Rincon will analyze the city's existing CEQA documents related to the General Plan and draft the Environmental Setting to be included in the EIR, including any relevant maps and key findings related to State requirements for Open Space and Conservation Elements to complement Task 3.4.

Task 3.7: Noise Setting

Rincon will describe the city's current noise environment and regulatory standards, identify significant sources of noise, and develop noise contour mapping using traffic data provided by Fehr & Peers.

Task 3.8: Existing Conditions Summary Memo

R+A will prepare a concise Summary Memorandum (or presentation) compiling key takeaways and the most critical information and maps from Tasks 3.1 to 3.7, highlighting key conclusions, decision points, and recommended approaches to the General Plan Update, and use this Summary Memorandum for engagement efforts and meetings with Planning Commission, City Council, and other groups.

Building on the key findings from each of the existing conditions Technical Memoranda, the Summary Memo will include a conceptual map of existing plans, areas of stability, and areas of potential land use change. "Areas of stability" are areas where significant land use change is not anticipated but that may be candidates for enhancement (e.g., preserved open space, established neighborhoods). Likewise, "areas of change" are areas that are candidates for future growth and development, like the New Town Center, the Hercules Hub, and potential mobility hubs.

Task 3 Deliverables

- Existing Conditions Technical Memos - draft and final
 - Land Use Setting and Sites Inventory
 - Circulation Setting
 - Economic Development Setting
 - Open Space and Conservation Setting
 - Infrastructure Setting
 - Environmental Setting
 - Noise Setting
- Summary Memo (or presentation) - draft and final

Task 4: Land Use Direction

As part of Task 4, the Consultant Team will identify and define focus areas for land use change and future development, identify the development vision, explore land use options in the focus areas, arrive at a preferred land use option, and develop standards for changes in land use designations.

Task 4.1: Identify and Map Focus Areas

Task 4.1 will include systematic analysis, mapping, and discussion to identify focus areas for potential land use change within Hercules. "Focus areas" are sites or areas that are likely to

develop or redevelop by 2050. R+A's starting point will be the conceptual map of areas of stability and areas of change prepared for Task 3.8, which will be based on the Task 3.1 Sites Inventory, the Task 3.3 market demand and opportunity sites analysis, and related key findings from the other existing conditions memos.

To complement the technical analysis, community input from Planning Commission meeting #1, City Council meeting #1, Workshop #1, Online Survey #1, as well as focused stakeholder meetings (e.g., BART, Caltrans as part of Task 2.9) will also inform the identification of focus areas. The focus areas will be refined in consultation with City staff and the Steering Committee (Meeting #3). R+A will prepare a map of the focus areas, highlighting areas of stability and areas of potential transformation, including a table highlighting key attributes of each focus area.

Task 4.2: Identify Development Vision

Concurrently with Task 4.1, R+A will draft a development vision for the city that addresses issues and opportunities identified during initial community engagement. Specifically, the development vision will be informed by issues, opportunities, and priorities identified based on community input during Planning Commission meeting #1, City Council meeting #1, Survey #1, Workshop #1, and focused stakeholder meetings (e.g., neighborhood associations/HOAs). The development vision will be refined in consultation with City staff and the Steering Committee (Meeting #3), in conjunction with the focus areas (Task 4.1).

Task 4.3: Targeted Land Use Options

Based on the focus areas map and development vision, the Consultant Team (specifically R+A, Fehr & Peers, Strategic Economics, and BKF) will explore up to three land use development options for each focus area, including opportunities for Mobility Hub planning and implementation. Note that these options are not design frameworks exploring drastic changes in street and block layout; rather, these will be curated to reflect the development potential of the selected focus areas and will vary mainly in assumptions about changes in use, density, and/or intensity.

R+A will facilitate working meetings with City staff and subconsultants to refine the Land use development options. SE will provide input on likely uses for each focus area as well as capacity needed to accommodate projected growth and qualitatively address the fiscal implications of any potential changes in use. Fehr & Peers will collaborate on mobility and circulation aspects of the options and recommend mobility network improvements. BKF will provide high-level input on the wet utility infrastructure improvements needed to support land use changes as part of the land use and mobility options. Open space considerations will also be included and assessed by the Consultant Team.

The land use options will be further refined during Steering Committee meetings (Meetings #4 and #5), Planning Commission Meeting #2, meetings with the Economic Development Committee and other City departments, and City Council Meeting #2. Community input on the land use options will be invited via Workshop #2, Online Survey #2, and key stakeholder meetings.

To summarize the work on the land use options, R+A will prepare a concise briefing book with maps, a brief text narrative, and related materials, which will be used to facilitate meetings as part of this task.

Task 4.4: Preferred Land Use Options

Based on the community feedback received on the land use options, R+A will prepare a recommended land use option for each focus area. The recommendation will be informed by input from other members of the Consultant Team. Strategic Economics will confirm the development feasibility of the preferred option, Fehr & Peers will identify mobility network improvements that pair with the preferred option, and BKF will recommend any necessary wet infrastructure improvements.

Input from the Steering Committee (meeting #6) and Planning Commission (meeting #3) will be incorporated into the staff report for the meeting during which the “preferred” land use options will be selected by the City Council (meeting #3).

Task 4.5: Focused Buildout Studies and Visualizations

In coordination with the work on land use options in tasks 4.3 and 4.4, R+A will prepare a set of focused buildout studies or design alternatives for 4-5 areas selected with the City’s input. While tasks 4.3 and 4.4 will focus on land use changes for selected focus areas, this task (task 4.5) will select key areas such as Hercules Hub, New Town Center, North Shore Business Park, etc. and prepare massing studies using SketchUp to illustrate options for built form massing and articulation, and/or public realm and streetscape improvements.

As part of this task, R+A will collaborate with a professional renderer to prepare up to 4 visualizations to illustrate the buildout scenarios. These visualizations could be street-level or low aerial perspectives illustrating built form massing and streetscape improvements. The renderings will be used in Workshop #2 and added to the project website to communicate what potential transformations could look like, to community members.

Task 4.6: Development Standards for Land Use Designation Changes

Based on the preferred land use options for each focus area, R+A will identify appropriate changes in land use designations, and work with City staff and the Steering Committee (meeting #7) to identify appropriate development standards for each changed land use designation, building on the existing zoning ordinance wherever possible. R+A will create a concise memo with the preferred land use options and updated development standards for the changes in land use designations.

Task 4 Deliverables

- Focus Areas Map and attribute table
- Development Vision Memo – draft and final

- Land Use Options Briefing Book
- Buildout Studies Briefing Book including Visualizations and Renderings
- Preferred Land Use Options and Development Standards Memo – draft and final

Task 5: Policy Development

Informed by the work products from Tasks 3 and 4 as well as related community input, the Consultant Team will collaborate with City staff to draft General Plan goals and policies for community review and City Council confirmation.

Note: Consultant Team members may utilize budget from both Tasks 5 and 6 for Tasks 5.1 and 5.2, depending on the level of detail included in the Policy Frameworks. The cumulative budgets for Tasks 5 and 6 will remain the same regardless.

Task 5.1: Policy Direction

The Consultant Team will identify potential shifts in policy direction based on key findings from the Existing Conditions Analysis (Task 3), initial rounds of community input, and a review of policies in the current General Plan. The Consultant Team will then hold a series of “strategy meetings” with City departmental staff to refine policy direction for open space and conservation, land use, economic development, and circulation.

Task 5.2: Policy Frameworks

The Consultant Team will then prepare policy frameworks for each General Plan element being updated. Each policy framework will summarize policy drivers (e.g., key findings from the existing conditions analysis, State requirements, community priorities) and include draft goals and policies as well as initial ideas for implementation actions.

Using community-friendly summaries of changes in policy direction, community feedback on the policy frameworks will be invited through Steering Committee meeting #8, Survey #3, Workshop #3, and focused stakeholder meetings. All of the feedback will be documented in a comment matrix that can be filtered by element, goal, and policy.

Based on a review of community feedback with City staff, recommendations for policy direction will then be presented to the Steering Committee (meeting #9), Planning Commission (meeting #4), and Economic Development Committee before requesting that the City Council confirm the updated General Plans policy direction (meeting #4).

Task 5 Deliverables

- Policy Direction Strategy Meeting Agendas
- Policy Frameworks – admin and public drafts

- Comments matrix detailing community feedback on Policy Frameworks

Task 6: General Plan Elements

This task involves the drafting of the Administrative, Screencheck, and Public Review Drafts of the General Plan elements being updated. Task 6 will be closely coordinated with work in Task 7, Environmental Impact Report, for efficiency and consistency.

Task 6.1: Consistency Review, Outline, and Layout

Once the policy direction is confirmed in Task 5, R+A will conduct a consistency review to ensure internal consistency (including elements that are not being updated) and to streamline elements by removing any overlap and redundancies.

The Consultant Team will then prepare an outline of each General Plan element being updated. Along with the outline, R+A will prepare graphically illustrative, user-friendly page layouts to communicate the design and appearance of the General Plan.

Task 6.2: Administrative Draft Elements

Based on City feedback on the General Plan outline and the policy direction from the City Council in Task 5.2, the Consultant Team will prepare an Administrative Draft of each of the five General Plan elements being updated. We anticipate that each of the elements will include a summary of drivers (adapted from the Policy Frameworks), a summary of the policy direction, regulatory diagrams and standards (as appropriate), and goals, policies, and a complete set of implementation actions. Implementation actions will likely include:

- Studies that should be completed
- Plans that need to be created or updated
- Major physical improvements
- Zoning Code updates to reflect updated land use development standards
- Other City initiatives.

The Administrative Draft Elements will not use a detailed graphic layout; instead, this first version of the document will focus on the narrative and written content, plus minimally necessary supporting figures and diagrams.

The anticipated content of each of the elements is summarized below:

Land Use Element. R+A will be the primary author of the Land Use Element, which will include, at a minimum:

- *Land Use Map.* Land use map, text narrative, and related diagrams and tables to illustrate

the updated land use map of designations.

- *Land Use Designations and Development Standards.* Descriptions of the land use designations that will shape future development, including allowed uses and development standards (e.g., density, FAR), to guide future zoning updates.
- *Growth Projections.* Estimated development using metrics such as density and Floor Area Ratio to estimate the number of potential housing units and non-residential area resulting from the land use changes. The projections will be summarized in narrative and tabular format in the Land Use Element and also provided to Fehr & Peers and Rincon by TAZ for the TIA and EIR.
- *Goals, Policies, and Programs.* Goals, policies, and implementation actions to support development consistent with the Land Use Map.

Circulation Element. Fehr & Peers will prepare the Administrative Draft of the Circulation Element of the General Plan. The Circulation Element will build upon the City's 2018 Update and include policies, maps, and diagrams addressing the transportation system necessary to support the preferred land use option and regulatory compliance. Key emphasis will include the following:

- *TOC Compliance.* Fehr & Peers will identify infrastructure and/or service improvements around the Hercules Hub that would expand the geographic area that can be accessed, consistent with the MTC TOC Policy. This task will include identifying opportunities for Mobility Hub planning and implementation as described in MTC's Mobility Hub Implementation Playbook.
- *SB 932 Compliance.* Fehr & Peers will identify focused improvements to active transportation safety consistent with SB 932. High-injury streets and intersections will be identified along with improvements to reduce traffic collisions and prioritize safety for all modes. The Circulation elements layered network will incorporate the principles of the Federal Highway Administration's Safe System approach, including policies that aim to reduce fatal and serious injuries for all road users through a holistic assessment of the roadway system.
- *AB 98 Compliance.* If necessary, Fehr & Peers will propose modifications to the specific travel routes for the transport of goods, materials, or freight for storage, transfer, or redistribution to safely accommodate additional truck traffic and avoid residential areas and concentrations of sensitive receptors.

Economic Development. Strategic Economics will lead the preparation of the update to the Economic Development Element, which will address:

- *Key Economic Opportunities.* Strategies to take advantage of key economic opportunities as identified during the planning process.
- *Financing Mechanisms.* Identification of avenues to finance infrastructure and public

facilities in conjunction with the buildout of the General Plan, while supporting the City's economic development goals and ensuring the City's budget is not negatively impacted.

Open Space and Conservation. The Consultant Team will prepare the Open Space and Conservation Element with support from Rincon. This Element will include goals, policies, and implementation actions to steward Hercules' natural, cultural, and recreational resources. Key focus areas of this Element include:

- *Open space improvements.* Improvements to existing public facilities, parks, open spaces, trails, and recreation programs.
- *Need identification.* Identification of new facility needs, ensuring equitable access for all residents.
- *Natural resource preservation,* including biological resources, mineral resources, water resources, etc.
- *Human environmental resources,* such as agricultural resources and cultural resources.
- *Legal compliance.* Policy and implementation actions to achieve consistency with SB 1425 and other applicable State law.

Noise Element. Building on the work in Task 3, Rincon will model general plan buildout traffic noise levels using a version of the U.S. Federal Highway Administration (FHWA) Traffic Noise Prediction Model using traffic data for plan buildout conditions. Rincon will graphically compare noise contours for existing conditions and one for the future plan buildout based on the results of traffic noise modeling provided by Fehr and Peers. Rincon will provide policies and programs related to existing and future noise impacts and recommend implementation actions to address these.

Task 6.3: Screencheck Draft Elements

City staff will review the Administrative Draft General Plan elements and provide a single set of consolidated, non-conflicting, and actionable revisions using Microsoft Word tracked changes and comments. The Consultant Team will review the proposed changes by staff to ensure internal consistency among elements and conformance with State Law and then prepare formatted Screencheck Draft General Plan elements using the design template. This iteration of the Plan Update will also incorporate additional imagery and graphics.

The City Team will review the Screencheck Draft and provide comments. The scope and budget assume that City comments on the Screencheck Draft elements be limited to typos, plan layout and design (with no further content edits aside from errors and minor revisions) and will require only minimal work on the part of the Consultant Team prior to layout and design of the Public Review Draft.

Task 6.4: Public Review Draft Elements

The Consultant Team will prepare a Public Draft of the General Plan Elements based on comments provided by City staff on the Screencheck Draft. Using community-friendly summaries of changes made since the community last reviewed land use options and draft

policies, community feedback on the Public Draft Elements and Draft EIR will be invited through Survey #4, Workshop #4, and focused stakeholder meetings.

Based on a review of community feedback with City staff, recommendations for refinements to the elements will then be presented to the Steering Committee (meeting #10) before proceeding with adoption hearings for the updated elements.

Task 6 Deliverables

- General Plan outline and page layout - draft and final
- Administrative Draft General Plan Elements
- Screencheck Draft General Plan Elements
- Public Draft General Plan Elements

Task 7: Environmental Impact Report

On behalf of the Consultant Team, Rincon Consultants (Rincon) will lead the work on the Environmental Impact Report (EIR) for the General Plan Update to assess the environmental impacts of the Plan in compliance with the provisions of the California Environmental Quality Act (CEQA) review and submittal. This is anticipated to consist of a Draft and Final Environmental Impact Report and Mitigation Monitoring and Reporting Program. Fehr & Peers will be responsible for the transportation section of the EIR, including VMT analysis, and Raimi will provide support for meetings, review, and coordination with the larger Consultant Team as needed. Our scope includes all required public postings and noticing for public comments.

Task 7.1: Kick-Off, Project Description, and Meetings

Rincon staff will prepare for and participate in a virtual kick-off meeting with City staff to discuss process, scope, and approach for the CEQA analysis. Rincon will prepare and attend meetings throughout the duration of the CEQA analysis to facilitate coordination with City staff, project oversight, budget, and schedule management. Rincon will also prepare a description of the project for the EIR that includes descriptions of build-out projections, existing and future land use patterns, and policy changes included in the General Plan update (Tasks 4, 5, and 6). Rincon assumes the General Plan buildout projections and land use pattern will not change following preparation of the Project Description; however, General Plan policies may be modified as the draft General Plan elements are developed and refined.

Task 7.2: NOP and Scoping Meeting

Rincon will prepare a draft Notice of Preparation (NOP) to alert public agencies to the project and to solicit their input on the scope of the study. Rincon will submit a draft copy of the NOP for City review and a final PDF copy of the NOP to City staff for posting on its website and for distribution to public agencies. The City will distribute the NOP using the City's NOP distribution

list, which Rincon will review and make suggestions on. Rincon will be responsible for filing the NOP with the State Clearinghouse/Office of Planning and Research.

Rincon will facilitate a public and agency scoping meeting associated with the release of the NOP during the 30-day NOP period to introduce the community to the EIR process and obtain input on the EIR scope of work. Up to two Rincon employees will attend the scoping meeting virtually. Rincon will prepare a brief presentation for the meeting and will provide a summary of all input gathered, which will be included in the Draft EIR along with any written public comments received during NOP comment period.

Task 7.3: VMT Assessment and EIR Support

Fehr & Peers will prepare the transportation impact assessment for the General Plan Update, based on vehicle miles traveled (VMT), that includes determinations on the significance of project impacts with VMT thresholds and recommended mitigation measures to address identified impacts. It is our understanding that the City has not yet established its own VMT thresholds of significance and relies on the guidance provided by CCTA. To comply with SB 743, the City will need to address questions related to VMT analysis methodologies, thresholds, and feasible mitigation measures, as well as whether the City will retain a level of service policy goal. The new VMT methodology and thresholds should be developed and documented by the City before preparation of the General Plan EIR documents. Fehr & Peers will use the latest version of the CCTA Travel Demand Model to prepare estimates of VMT. Fehr & Peers will prepare a memo documenting a recommended VMT methodology and threshold based on discussions with City staff and will incorporate one round of consolidated comments.

Fehr & Peers will use the CCTA Travel Demand Model to prepare estimates of existing, cumulative no project, and cumulative with project VMT (for the preferred alternative only). Fehr & Peers will work with the project team to translate General Plan growth forecasts into land use categories for each traffic analysis zone (TAZ). VMT estimates will be prepared to inform analysis of transportation, greenhouse gas emissions, air quality, and noise. As an optional task, Fehr & Peers can also prepare cumulative weekday segment Level of Service for the same study locations as the existing conditions analysis, though this is not required for CEQA. This is currently not included in our scope.

Potential significant impacts will be measured based on changes to baseline conditions that occur under the cumulative plus project scenario consistent with CEQA Guidelines Section 15125 (a). The approach to transit, bicycle, pedestrian, and truck impact evaluation will be qualitative and generally rely on potential disruptions to these system components that could be caused or exacerbated by the proposed plan. Fehr & Peers will also address CEQA Guidelines Section 15125 (d), requiring an analysis that examines inconsistencies between the currently adopted General Plan and the proposed plan by comparing transportation network performance differences between the cumulative no project and cumulative plus project scenarios. These differences do not constitute impacts, as impacts will be determined as described above, but the information is required to be disclosed for CEQA purposes.

Mitigation measures would be identified for impacts that remain potentially significant even

after General Plan policies and programs are implemented. Where impacts cannot be fully mitigated, significant unavoidable impacts may be documented.

Task 7.4: Administrative Draft EIR

Rincon will prepare a Draft EIR containing all information required by Sections 15124 through 15129 of the CEQA Guidelines. Rincon will respond to one round of consolidated comments on the Administrative Draft EIR and preparation of a Screencheck draft EIR. Rincon will also provide an Administrative Record which will include all reference material used for the preparation of the Draft EIR in PDF format for the City's files. Fehr & Peers will prepare the transportation section of the General Plan EIR. The transportation section for the ADEIR will cover topics related to the roadway, transit, bicycle, pedestrian, and truck components of the transportation system.

Task 7.5: Public Draft EIR

Rincon will respond to one round of consolidated comments on the Screencheck Draft EIR. Rincon will prepare the Public Draft EIR, the Notice of Availability (NOA), and the Notice of Completion (NOC) and will submit to the State Clearinghouse. The City will be responsible for all other mailing and posting all notices, including with the local newspaper and County Clerk. Rincon will send electronic copies of the Draft PEIR to the State Clearinghouse including the mandatory Notice of Completion (NOC). No printed copies will be provided.

Task 7.6: Final EIR

Following public review of the Draft EIR, Rincon will prepare the Final EIR. The Final EIR will include corrections to the Draft EIR, responses to comments, and the Mitigation Monitoring and Reporting Program (MMRP). Rincon will collect and prepare formal responses to public comments on the Public Draft EIR, including a list of commentors, comment letters, responses to comments, and any added or revised text. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. Rincon will respond to one round of consolidated comments from City Staff on comment responses.

Rincon will prepare the Mitigation Monitoring and Reporting Program (MMRP) to ensure the implementation of mitigation measures identified to reduce adverse environmental impacts of the project. The MMRP will be formatted as a detailed table that describes persons/agencies responsible for monitoring compliance, timing for when monitoring must occur, frequency of monitoring, and criteria to be used to determine compliance with conditions. Rincon will respond to one round of consolidated comments from City Staff on the MMRP.

Rincon will prepare Findings required under Section 15091 and, if necessary, a Statement of Overriding Considerations (SOC) pursuant to Section 15093 of the CEQA Guidelines. Rincon will respond to one round of consolidated comments by City staff and the City Counsel and make one set of revisions to each. Rincon will prepare the Notice of Determination and will be responsible for filing the NOP with the State Clearinghouse through CEQASubmit. The City will be responsible for filing with the County Clerk and payment of all filing fees, including the

California Department of Fish and Wildlife filing fee.

Task 7 Deliverables

- CEQA kick-off meeting notes
- NOP and Scoping Meeting presentation slides and meeting notes
- Administrative Draft EIR including VMT assessment
- Screencheck Draft EIR
- Public Review Draft EIR including NOA and NOC
- Final EIR including Responses to Comments and MMRP
- Findings and Statement of Overriding Considerations (if required)
- Notice of Determination

Task 8. Adoption

This task includes the review and adoption process, including public hearings on the updated General Plan Elements and EIR, preparing the Final General Plan Elements, and handing over project files and data to City staff.

8.1 Matrix of Comments

R+A will prepare a matrix to track all comments received on the Public Draft General Plan Elements. City staff, supported by expertise from all Consultant Team members, will review the comments and provide a brief statement in the matrix recommending how each will be addressed in the final General Plan Elements. Note that City staff will lead this task to ensure that City staff understand and support all content in the final General Plan Elements.

8.2 Adoption Hearings

Key members of the Consultant Team will attend up to two hearings with both the Planning Commission and City Council (a total of four meetings) to review the Public Draft General Plan Elements and the Final EIR. R+A will prepare a brief PowerPoint presentation summarizing the General Plan and comments received. Staff will prepare the staff report, which will be reviewed by the Consultant Team. At the conclusion of the hearings, the City Council will determine whether to certify the Final EIR and whether to adopt/approve the General Plan Elements. Note that R+A will not prepare a revised draft of the General Plan Elements prior to hearings. The Planning Commission and City Council will review the Public Draft and a list of changes recommended by staff resulting from the community engagement process.

8.3 Final Elements

Based on final changes approved by the City Council, R+A will prepare the Final General Plan Elements. The scope assumes that only minor, editorial changes will be needed to finalize the document. In addition, this task includes formatting the existing Safety and Growth Management Elements (that are not being updated as part of this General Plan Update) for consistency in layout and graphic style. Note that for the existing Elements, only the layout will be updated, not the content or maps.

8.4 Final Data Transfer

Following the adoption of the General Plan Elements and EIR, R+A will compile and transfer all relevant materials to the City, including map files, summary notes from public meetings, background and data reports, and all other relevant public documents.

Task 8 Deliverables

- Matrix of Comments and Responses
- Public Hearing presentation
- Final General Plan Elements (including layout update of existing Safety and Growth Management Elements)
- General Plan data and materials

Task 9: Project Management and Meetings

The R+A project manager will be responsible for ensuring timely and effective communication between the City and the Consultant Team, and for overall project coordination.

9.1: Project Management and Meetings

Regular meetings (typically bimonthly) with the City Team will be scheduled to provide project updates, and agendas and meeting minutes will be shared with the entire team. Regular email updates will keep the entire team aware of ongoing tasks. Invoicing and project progress will be carried out monthly, with summary memos provided to the City.

This task covers project management tasks up to the maximum budget, including “informal” communication via email and phone, management, and supervision of the subconsultants on the team, periodic updates to the work plan as needed, and other project management tasks.

Task 9 Deliverables

- Meeting agendas and follow-up actions

- Monthly invoicing
- Monthly project progress reports

Scope and Budget Assumptions

The following are the scope and budget assumptions for the project.

- The level of effort for each task is limited to the general number of hours for each task listed in the budget spreadsheet. Extra work is defined as work not identified in the scope of work above or at a higher level of effort than the number of hours in Exhibit B (Budget Estimate).
- R+A team members may reallocate hours between tasks if individual tasks are completed in less time than anticipated and if approved by the City.
- All studies that the team will prepare are identified in the scope of work. Any studies, tasks, deliverables or reports not specifically identified are assumed to be not included.
- City review time for workshop materials and meeting materials will be approximately one week. City review of major products will be between two and four weeks, depending on the product and other responsibilities of City staff. All comments will be provided as a single set of non-conflicting and actionable comments. To the extent feasible, City staff will modify documents prepared by the team using “track changes” in Microsoft Word.
- City staff will serve as partners to the consultant team in the update process and will be responsible for, at minimum, the following activities:
 - Providing data and information to the consultant team
 - Writing staff reports for Planning Commission, City Council, and other boards/commissions
 - Logistics for all in-person meetings
 - Costs of meeting facilities and supplemental costs of meetings and workshops, including but not limited to space rental, equipment rental, and childcare.
 - Assisting with outreach to inform the community about General Plan events. This includes mailing public notices (with the exception of the first citywide mailing), placing notices in local newspapers, distributing meeting notices in public buildings, maintaining an email database of contacts, etc.
 - Providing staff for small group discussions during public workshops (if needed)
 - Providing photographs to illustrate the General Plan.
 - Timely response to consultant team questions.
 - Timely review of documents and materials prepared by the consultant team.
 - Other tasks as identified during the process.
- We have included a reimbursable expense for translation and interpretation of materials and meetings. This is considered a “not to exceed amount” and we will conduct as much translation and interpretation as possible with this budget. All deliverables to be used for internal staff distribution will be submitted electronically in both Microsoft Word and PDF in a manner to be determined between the Consultant and City.

Attachment B
PAYMENT

HERCULES GENERAL PLAN UPDATE <i>Raimi + Associates in partnership with Fehr & Peers, Strategic Economics, Rincon Consultants, and BKF Engineers</i> EXHIBIT B. COST PROPOSAL (Updated 2025.09.24)	Raimi + Associates								Fehr & Peers						Strategic Economics					Rincon Consultants						BKF Engineers						Labor Cost Per Task Full Team
	Principal (Whitmore)	Advising Principal (Raimi)	Senior Associate (Ganguly)	Senior Planner I (Kotos)	Intermediate Planner II (Hernandez)	Planner / Designer I (Kneppertz)	Graphic Designer (Lefteris)	Total for Raimi + Associates	Principal (Loch)	Principal (Jackson)	Project Manager (Tabibnia)	Senior Engineer (Hakim)	Engineer (Zheng)	Total for Fehr + Peers	Principal (Beizer)	Associate (Haight)	Research Analyst (Mariscal)	Total for Strategic Economics	Principal (Lizardi)	Principal (Maddox)	Supervisor (Acosta)	Planner III (Davetas)	GIS (Staff TBD)	Total for Rincon Consultants	Principal (Mills)	Project Manager (Munzer)	Sr Project Engineer (Figueroa)	Design Engineer (TBD)	Project Coordinator (Nguyen)	Total for BKF Engineers		
Task 1: Project Initiation																																
1.1 Kickoff Meeting	2	2	4		2			2380		2	2			1310	2	2	2	1220		2	2			1200	2	2				1180	7,290	
1.2 Project Schedule and Work Plan	4		8					2940						0				0					0						0	2,940		
1.3 Data Collection			2		12	12		3990					4	740	1	2	5	1257					2	766	2	8			2818	9,571		
1.4 Site Visit	7		5	5	5			4870						0				0					0					0	4,870			
1.5 Create Citywide ArcGIS Database	4		8		40	80		19740						0				0					0					0	30,262			
1.6 Base Maps			2		8	24		4810						0				0					0		2		24	24	-	10522	4,810	
1.7 Project Templates and Branding			2		2	12	12	4210						0				0					0						0	4,210		
Subtotal Task 1	17	2	31	5	69	128	12	42,940	-	2	2	-	4	2,050	3	4	7	2,477	-	2	2	2	2	1,966	6	10	24	24	-	14,520	63,953	
Task 2: Community Engagement																																
2.1 Community Engagement Strategy	4	2	4	8	8	16		7410						0				0					0						0	7,410		
2.2 General Plan Update Website	6	-	8		32	32	56	21910						0				0					0						0	21,910		
2.3 Citywide Notification, Project Fact Sheet, Informational Primers	4		12	-	24	24	24	14760						0				0					0						0	14,760		
2.4 General Plan Advisory Committee Meetings (10 total)	76		70		70		-	49310			8			2680	8			2632					0		8				2536	57,158		
2.5 City Council & Planning Commission Meetings (8 total)	24		72	36	36			35640			8			2680				0			1	1	12	3036					0	38,320		
2.6 Meetings with WCCTC, EDC, & Tribal Consultation (6 total)	18		40	8	24			19650			4			1340	8	12		4540					0						0	28,566		
2.7 Information Community Forums (2 total)	2		12					3270	2		8	2		3790	10	12		5198					0						0	12,258		
2.8 Community Workshops/ Open Houses (4 total)	64		72	20	60	64	64	66480			4			1340	6	6		2928					0		6				1902	72,650		
2.9 Online Surveys / Forms (4 total)	8	-	16	32	32	40	24	25920						0				0					0						0	25,920		
2.10 Stakeholder Meetings (10 total)	12	12	16	-	-	-	-	10440						0	6	6		2928					0						0	13,368		
Subtotal Task 2	218	14	322	104	286	176	168	254,790	-	2	32	2	-	11,830	38	36	-	18,226	-	1	1	12	-	3,036	14	-	-	-	-	4,438	292,320	
Task 3: Existing Conditions Analysis																																
3.1 Land Use Setting + Sites Inventory	10		12	0	24	40	-	14630						0				0					0						0	14,630		
3.2 Circulation Setting	2		2					1020	20	2	50		100	42790				0					0						0	43,810		
3.3 Economic Development Setting	4		2					1590						0	32	140	80	42548					0						0	44,138		
3.4 Open Space and Conservation Setting	8		0	24	-	32		10600						0				0					0						0	10,600		
3.5 Infrastructure Setting	2		2					1020						0				0					0						0	33,104		
3.6 Environmental Setting	2		2					1020						0				0		12		20	108	31380	16	32	60	24	32084	32,400		
3.7 Noise Setting	2		2					1020						0				0					0						0	7,480		
3.8 Existing Conditions Summary Memo	6		24		24	24		14190						0				0	4			4	20	6460					0	14,190		
Subtotal Task 3	36	-	46	24	48	96	-	45,090	20	2	50	-	100	42,790	32	140	80	42,548	4	12	24	128	-	37,840	16	32	60	24	-	32,084	200,352	
Task 4: Land Use Direction																																
4.1 Identify and Map Focus Areas	2	4	8		12	24		8550						0	4	4		1952					0						0	10,502		
4.2 Identify Development Vision	4	4	8		12	12		7620						0				0					0						0	7,620		
4.3 Targeted Land Use Options	12	4	12		24	80		21340	8	4	6	4	30	12540	8	8		3904					0		8	28	16		13908	51,692		
4.4 Preferred Land Use Options	8	8	12		24	40		16340	2		4		10	3880	2	4		1294					0		4	4	4		3292	24,806		
4.5 Focused Buildout Studies and Visualizations	6	8	24		36	40	24	24350						0				0					0						0	24,350		
4.6 Development Standards for Land Use Designation Changes	8	8	24		24	24		17040						0				0					0						0	17,040		
Subtotal Task 4	40	36	88	-	132	220	24	95,240	10	4	10	4	40	16,420	14	16	-	7,150	-	-	-	-	-	-	12	32	20	-	-	17,200	136,010	
Task 5: Policy Development																																
5.1 Policy Direction	12	2	16	24	36	36		22530	8		8		12	7660	12	12		5856	4			4	2084						0	38,130		
5.2 Policy Frameworks																																
Land Use	4	2	24	-	36	36		17730						0				0					0						0	17,730		
Circulation	2	-	4					1470	10	2	16		20	13150				0					0						0	14,620		
Economic Development	2	-	4					1470						0	12	24		7764					0						0	9,234		
Open Space and Conservation	4	2	4	36	12	24		14130						0				0	4		20	12	9348						0	23,478		
Noise	2	-	4					1470						0				0	6	4	16	28	13376						0	14,846		
Subtotal Task 5	26	6	56	60	84	96	-	58,800	18	2	24	-	32	20,810	24	36	-	13,620	14	4	36	44	-	24,808	-	-	-	-	-	-	118,038	
Task 6: General Plan Elements																																
6.1 Consistency Review, Outline, and Layout	4		10				12	5310						0				0					0						0	5,310		
6.2 Administrative Draft Elements																																
Land Use	8	8	40	8	80	80		38600						0				0					0						0	38,600		
Circulation	2		4		4			2150	12	4	36	12	50	29550				0					0						0	31,700		
Economic Development	2		4		4			2150						0	16	84		18620					0						0	20,770		
Open Space and Conservation	8	4	4	16	24	36		15780						0				0	4		48	32	21304						0	37,084		
Noise			4					900						0				0	4	4	15	20	10834						0	11,734		
6.3 Screencheck Draft Elements	2		16		8	36	8	11310				8	8	3360	8	8		3904	2		4	12	4200						0	22,774		
6.4 Public Review Draft Elements	8		24	24	8	24	8	17640						0				0					0						0	17,640		
Subtotal Task 6	34	12	106	48	128	176	28	93,840	12	4	36	20	58	32,910	24	92	-	22,524	10	4	67	64	-	36,338	-	-	-	-	-	-	185,612	
Task 7: Environmental Impact Report																																
7.1 Kickoff, Project Description, and Meetings	2		8					2370						0				0		7	12	12	8	9486								

Attachment C
**CONTRACTOR ACKNOWLEDGMENT OF
CITY OF HERCULES NEPOTISM AND CRONYISM POLICY**

Attachment D
**CONTRACTOR ACKNOWLEDGMENT OF
COMPLIANCE WITH CALIFORNIA EQUAL PAY ACT**