

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WALLACE ROBERTS & TODD, LLC**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wallace Roberts & Todd, LLC, a Delaware Corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California, and Wallace, Roberts & Todd, LLC," dated October 17, 2019 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated October 21, 2021, Amendment No. 2, dated December 13, 2021, and is again amended by this Amendment No. 3. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Consultant provide prepare a Downtown Precise Plan, and the Parties now wish to amend the Agreement to expand the scope of services to include a conceptual land use and economic analysis.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement, entitled "Term of Agreement," is amended to reflect a revised termination date of December 31, 2024.
- 2. Section 6 of the Agreement, entitled "Compensation and Payment," is amended to reflect a revised maximum compensation value of one million three hundred thirty-one thousand, seven hundred six dollars (\$1,331,706).
- 3. Exhibit A of the Agreement, entitled "Scope of Services," is updated by appending the attached "Third Addendum to Scope of Services" to add new tasks to the original scope.

4. Exhibit B of the Agreement, entitled "Schedule of Fees," is amended to reflect a revised maximum compensation value of one million three hundred thirty-one thousand, seven hundred six dollars (\$1,331,706).
5. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WALLACE ROBERTS & TODD, LLC

a Delaware Corporation

Dated: _____

By (Signature): _____

Name: James Stickley

Title: Principal

Principal Place of Business Address: 478 Tehama Street, Suite 2B
San Francisco, CA 94103

Email Address: jstickley@wrtdesign.com

Telephone: (415) 575-4722

Fax: (215) 732-2551

"CONSULTANT"

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Third Addendum to Scope of Services

The following tasks are to be included as additional services. A detailed description of these tasks is included in the attached proposal, entitled "Civic Center Relocation Study" dated September 8, 2022.

Task	Fee
1 Project Initiation and Management	\$23,090
2 Program Confirmation	\$17,030
3 Economic Assessment	\$33,470
4 Criteria and Site Comparison	\$25,970
5 Concept Development and Test-Fitting	\$81,800
6 Financial Evaluation	\$123,810
7 Additional Concept Refinement	\$23,000
8 Final Options Report	\$18,360
Expenses	\$6,830
Total:	\$353,360

In no event shall the maximum compensation under this Agreement as Amended for any and all services exceed one million three hundred thirty-one thousand, seven hundred six dollars (\$1,331,706), subject to annual budget appropriations.



MEMORANDUM

To: Lesley Xavier
Principal Planner, City of Santa Clara
Via email

Date: September 8, 2022
From: Peter Winch
Project Manager, WRT
Ref. No.: 08334.02
Project: Civic Center Relocation Study
Re: WRT Team Proposal

CC: Jim Stickley
Principal, WRT

Dear Lesley,

The WRT Team is drafting a Downtown Precise Plan that reflects extensive analysis and community and DCTF feedback. The Task Force and City Staff have requested that WRT provide a scope of work and fee for studying how a relocated City Hall and associated office space could fit downtown, and how it could be financed. This memo responds to that request.

In this effort, WRT would be joined by **Siegel and Strain Architects**, bringing understanding of space needs for a city hall, and team members **CSW|ST2** and **TBD Consulting** with expertise in estimating civil and structural construction costs, respectively. On the economic side, **EPS**, our partner on the Downtown Precise Plan, would conduct case study analysis, while **Project Finance Advisory Ltd. (PFAL)** will provide specific expertise in public facility financing. **Runde & Partners, Inc.** joins our team to provide property appraisal services.

The total Consultant fee for these proposed tasks is \$353,030, and we anticipate a 6-month schedule. Runde & Partners has requested a \$10,000 retainer to begin work. This would need to be provided by the City.

Summary and detail fee tables and proposed schedule follow the proposed scope of work. We look forward to working with Staff and City leaders to refine this scope of work as needed.



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Santa Clara Civic Center Relocation Study: Scope and Fee

Task 1: Project Initiation and Management

The WRT Team will have a kickoff meeting with City Staff and confirm scope, schedule, and City objectives. The Team will conduct targeted background research and mapping needed to understand the existing Civic Center site and previous studies, and to establish base maps for the Relocation Study. This task also covers ongoing project management.

Meetings:

- Kick-off meeting
- Project management calls with Staff as needed

Deliverables:

- Project Schedule and Work Plan (periodically updated)
- Base Maps for Existing Civic Center and Downtown
- Base Model for Downtown (as developed for Downtown Precise Plan)

Timeframe: Approximately 6 months

Task 2: Program Confirmation

WRT, Siegel & Strain and PFAL will conduct an initial work session to review available City hall/civic center program documentation, relevant previous studies, and the Downtown Santa Clara Precise Plan and Form-based Code (drafts). The Team will confirm the desired relocation program with the City, which may include conducting stakeholder interviews.

S&S will review provided documentation related to projected civic center spatial needs and document a high-level spatial program organized by department according to data provided.

PFAL will review the architect's high-level spatial program.

Note: Required effort will be dependent on available documentation and expectation level.

Meetings:

- Meeting with City Staff (1)



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- Team meetings as needed

Deliverables:

- Base spatial program definition

Timeframe: 1 month

Task 3: Economic Assessment

Beginning concurrently with the program confirmation, EPS will assist with analysis of the economic impact of locating the Santa Clara City Hall in the downtown area, as follows.

Case Studies

In coordination with WRT, EPS will identify up to six examples of City Hall relocation projects across the United States to serve as case studies. The Team will seek examples (successful and otherwise) that are comparable to Santa Clara and/or the downtown site in one way or another (e.g., similar City population; site adjacency to transit, university, or historic neighborhood). We will seek case studies with a range of outcomes, including examples with more and less resulting investment. For each case study, EPS will conduct research to understand each city hall project based on City documents, hearing transcripts, media reporting, and other readily available sources. EPS will also contact each city to seek an interview with staff about the project, including benefits, challenges, and lessons learned, etc. EPS will report on outcomes, including the degree to which private investment has followed public investment.

Economic Impact Analysis

EPS will complete an illustrative economic impact analysis that considers potential localized spending effects on downtown from a new City Hall, as compared to the baseline site use (a comparably sized future office building). EPS will rely on WRT to identify the City Hall program and alternative. The analysis will quantify employment and visitation estimates, identify likely retail spending patterns and estimated sales tax revenues, and compare likely spending across development alternatives. Given the localized nature of the analysis, EPS will focus on direct spending in the downtown.

Meetings:

- Meeting with City Staff
- DCTF Meeting (1)
- Team meetings as needed



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Deliverables:

- Presentation on case study analysis and economic impact analysis
- Memorandum on economic impact analysis of potential City hall relocation

Timeframe: 1.5 months

Task 4: Criteria and Site Comparison

WRT, Siegel & Strain, and PFAL will conduct a criteria-based process for evaluating potential Downtown sites for a relocated City Hall. Our process will consider a range of factors that relate to program, site characteristics, and finance. These factors may include:

- Land ownership and encumbrance
- Site size and dimensions; program fit
- Contribution to downtown experience
- Transit access
- Enabling of multiple benefits
- Readiness for development/simplicity
- Surplus Land Act conditions
- Available financing tools
- Partners

The team will become grounded in an understanding of the Downtown district and the Precise Plan, through material review and a site visit. In a team working session we will confirm criteria, confirm up to 3 downtown sites that merit evaluation, and make initial qualitative findings for each criterion. These will be more thoroughly detailed by each member of the team, depending on expertise, and presented in a simple format in one meeting each to City Staff and the Task Force. The outcome of this process will be the creation of a qualitative evaluation matrix followed by City Staff and Task Force confirmation of a preferred downtown site for a relocated City Hall.

Meetings:

- Meeting with City Staff
- DCTF Meeting (1)
- Team meetings as needed

Deliverables:

- Evaluation matrix with criteria
- Presentation on criteria and site comparison



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Timeframe: 1 month

Task 5: Concept Development and Test-Fitting

WRT and Siegel & Strain, with critical input from PFAL, will collaborate to develop up to three conceptual approaches to relocating city hall downtown to the preferred downtown site. Approaches are expected to be:

- Full relocation (City Hall and SVP);
- Partial relocation (City Hall only);
- Mixed-use (including private development), with full or partial relocation.

In terms of responsibilities:

- WRT will focus on urban design considerations.
- S&S will focus on organizing departments relative to one another based on overall area and adjacency requirements.
- PFAL will consider land use layout options with a view to enabling access to preferential funding and financing strategies.

WRT will also consider future land use concepts for the existing Civic Center site. This would begin at a high level, assigning site area to different land uses and recognizing potentially viable and beneficial future uses of the site.

Preliminary concepts for both sites will be shared with the larger Consultant team to understand cost, economic impact, and financing perspectives, and with City Staff for review and discussion.

Based on feedback, Siegel & Strain will develop draft diagrams for each downtown relocation concept. These will be reviewed in a second work session with WRT and PFAL, which will also cover general building parameters and assumptions such as construction type, sustainability goals, and related information to inform construction cost estimates.

Siegel & Strain will modify spatial diagrams as needed, prepare a narrative summary of building block organization and building assumptions for cost estimates. For the existing civic center site, WRT will estimate development capacity based on density formulas and informed by typical building forms. This will inform the economic evaluation of potential relocation.

WRT and Siegel & Strain will prepare a presentation to review the concepts with the Downtown Community Task Force (DCTF).



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Meetings:

- Meeting with City Staff (1)
- DCTF Meeting (1)
- Team work sessions and meeting (2 or as needed)

Deliverables:

- Presentation on Downtown site and building concepts, Civic Center concepts, and opportunities and challenges for each

Timeframe: 1.5 months

Task 6: Financial Evaluation

Project Finance Advisory, Ltd. (PFAL) will perform a financial analysis to assess the concepts for relocating City Hall and offices to a revisioned downtown. This work will include:

- Reviewing the team's assessment of the cost/benefits of relocating to a downtown location and reviewing expected revenue;
- Providing input into and review of initial concepts for alternative uses of the existing City Hall site, incorporating appraisals of existing Civic Center site and potential future City Hall development site
- Considering financing and delivery options, including the possibility of a public/private partnership, property disposal, and USDOT debt
- Incorporating the cost estimates provided by the WRT Team and providing benchmarked lifecycle cost indications for a new facility for up to 3 sites
- Reviewing background information, including the example sites mentioned by the DCTF and identifying salient characteristics relevant to Santa Clara's objectives
- Participating in one meeting with the Downtown Task Force and 3 additional meetings with the advisory team and City; meeting prep and presentation content
- Draft and Final Report and Presentation
- Quality control and assurance
- Task Management, Coordination, and Administration (internal coordination calls with advisor team, client calls, invoicing, etc.)

The financial analysis will incorporate critical inputs from TBD Consulting, CSW/ST2, and Runde & Partners, as described below.

Construction Cost Estimate



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TBD Consulting will prepare a construction cost estimate for a new Civic Center based on the concepts defined in Task 4 This would include:

- One draft round of pricing + one revision round per comments and program/massing changes.
- Pricing to be order of magnitude ranges for each building containing Civic Center program.
- Excludes detail estimate backup or cost breakdowns per building system.
- Estimate to include demo and site improvements at existing Civic Center locations.
- Construction pricing to be based on prevailing wage.
- Construction phasing can be considered if applicable.
- Estimate effort can support up to 3 different massing schemes.

The estimate will identify the total cost of construction based on the quantities or allowances with composite unit rates where applicable reflecting the scope of work and the current market conditions. Pricing shall incorporate appropriate general contractor markups and escalation into cost ranges. The estimate will utilize TBD's standard Order of Magnitude format. We will not obtain any bids or opinions of cost from subcontractors unless the work is of such a unique nature that no other cost information is available. WRT and their consultants shall provide program and massing diagrams for our use. We understand that reconciliation of estimates with other cost opinions will not be required. We have also excluded time for value engineering, value analysis, other cost studies, estimating soft costs, and design & estimating 'churning' to reach a specific budget.

Siegel & Strain will field questions from estimator (to make sure his assumptions are correct) and to review a draft of the estimate.

Infrastructure Cost Estimate

CSW/ST2 will review the concepts and support the team in developing a construction cost analysis focused on civil engineering costs. Since public funds will be involved in construction, the costs will need to include prevailing wage rates. We will provide up to three estimates for the improvements.

Appraisals

The sites to be appraised include the portion of the existing Civic Center property that would be redeveloped if City Hall and related office functions were to be relocated. The appraisal would also address the fee simple market value of two to three potential relocation sites in the downtown area to be identified at a later date. These sites are to be located within the 10-square-block area between Lafayette Street, Madison Street, Benton Street, and Homestead Road. The area is in the process of a re-zoning that will intensify the



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development density in the area. Our appraisal would address the as-is value of each site at its highest and best use, once the permitted use(s) and density (FAR/height limit/dwelling unit density) have been determined. For existing public land, the requirements of the Surplus Land Act will be taken into account in determining realistic highest and best use. The intended use of this appraisal report is for assistance with a financial analysis of the costs and benefits of relocating City Hall to the downtown area. The report is to be used for planning and advisory purposes, not for financing or acquisition purposes. The intended user is Peter Winch/WRT and the City of Santa Clara and the report should not be used or relied upon by any other person or entity for any reason.

As-Needed Project Support

EPS is available to provide WRT support concerning various economic and financial aspects of the City Hall relocation study. The firm's expertise spans real estate, economic and fiscal impact analysis, public finance, and public policy practice areas. This proposal includes 40 hours EPS Principal-level time that may be used by WRT on an as-needed basis for project support.

Meetings:

- Meetings with City Staff
- DCTF Meeting (1)

Deliverables:

- Presentation on estimated costs associated with up to 3 relocation concepts, and funding options for each
- Memorandum

Timeframe: 1.5 months

Task 7: Additional Concept Refinement

Based on City and DCTF feedback, and informed by the financial analysis, WRT and Siegel & Strain will refine land use and building block concepts for Downtown and the existing Civic Center site. The refined concepts will be reviewed with City Staff, and brought to the DCTF. We anticipate one Task Force meeting that will cover both the financial analysis and the refined concepts.

Meetings:



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- Meeting with City Staff
- DCTF Meeting (1)

Deliverables:

- Presentation on refined site and building concepts, relocation recommendations, and financing strategy

Timeframe: 1 month

Task 8: Final Options Report and Council Presentation

WRT will document the final site concepts and economic analysis in a concise report, with narrative, graphics, and relevant tables. Other project deliverables may be included as appendices. Following a preparatory session with City Staff, WRT will present the final report findings to City Council.

Meetings:

- Meeting with City Staff
- City Council Meeting (1)

Deliverables:

- Final Options Report

Timeframe: 1 month

Santa Clara Downtown Precise Plan | Civic Center Relocation Study, September 8, 2022
Fee Summary

Task	WRT	Siegel & Strain	EPS	PFAL	Runde & Partners	CSW/ST2	TBD Consulting	Team Fee
1 Project Initiation and Management	\$ 10,410	\$ 3,140	\$ 1,140	\$ 8,400	-	\$ -	\$ -	\$ 23,090
2 Program Confirmation	\$ 3,710	\$ 10,520	-	\$ 2,800	-	\$ -	\$ -	\$ 17,030
3 City Hall Economic Assessment	\$ 9,040	-	\$ 16,030	\$ 8,400	-	\$ -	\$ -	\$ 33,470
4 Criteria and Site Comparison	\$ 12,620	\$ 9,150	-	\$ 4,200	-	\$ -	\$ -	\$ 25,970
5 Concept Development and Test-Fitting	\$ 49,650	\$ 25,150	-	\$ 7,000	-	\$ -	\$ -	\$ 81,800
6 Financial Evaluation	\$ 9,220	\$ 2,600	\$ 11,400	\$ 46,900	\$ 25,000	\$ 13,210	\$ 15,480	\$ 123,810
7 Additional Concept Refinement	\$ 14,900	\$ 8,100	-	-	-	\$ -	\$ -	\$ 23,000
8 Final Options Report	\$ 15,380	\$ 2,980	-	-	-	\$ -	\$ -	\$ 18,360
Total Labor	\$ 124,930	\$ 61,640	\$ 28,570	\$ 77,700	\$ 25,000	\$ 13,210	\$ 15,480	\$ 346,530
Expenses	\$ 2,500	\$ 2,500	\$ 330	\$ 1,500	-	\$ -	\$ -	\$ 6,830
Total	\$ 127,430	\$ 64,140	\$ 28,900	\$ 79,200	\$ 25,000	\$ 13,210	\$ 15,480	\$ 353,360

Proposed Schedule

Task	Month					
1 Project Initiation and Management	1	2	3	4	5	6
2 Program Confirmation						
3 City Hall Economic Assessment						
4 Criteria and Site Comparison						
5 Concept Development and Test-Fitting						
6 Financial Evaluation						
7 Additional Concept Refinement						
8 Final Options Report						

Santa Clara Downtown Precise Plan
For City Hall Relocation Study, September 1, 2022

Task #	Task Name	Task 1.1.1				Task 1.1.2				Task 1.1.3				Task 1.1.4				Task 1.1.5				Task 1.1.6				Task 1.1.7				Task 1.1.8				Task 1.1.9				Task 1.1.10				Task 1.1.11				Task 1.1.12				Task 1.1.13				Task 1.1.14				Task 1.1.15				Task 1.1.16				Task 1.1.17				Task 1.1.18				Task 1.1.19				Task 1.1.20				Task 1.1.21				Task 1.1.22				Task 1.1.23				Task 1.1.24				Task 1.1.25				Task 1.1.26				Task 1.1.27				Task 1.1.28				Task 1.1.29				Task 1.1.30				Task 1.1.31				Task 1.1.32				Task 1.1.33				Task 1.1.34				Task 1.1.35				Task 1.1.36				Task 1.1.37				Task 1.1.38				Task 1.1.39				Task 1.1.40				Task 1.1.41				Task 1.1.42				Task 1.1.43				Task 1.1.44				Task 1.1.45				Task 1.1.46				Task 1.1.47				Task 1.1.48				Task 1.1.49				Task 1.1.50				Task 1.1.51				Task 1.1.52				Task 1.1.53				Task 1.1.54				Task 1.1.55				Task 1.1.56				Task 1.1.57				Task 1.1.58				Task 1.1.59				Task 1.1.60				Task 1.1.61				Task 1.1.62				Task 1.1.63				Task 1.1.64				Task 1.1.65				Task 1.1.66				Task 1.1.67				Task 1.1.68				Task 1.1.69				Task 1.1.70				Task 1.1.71				Task 1.1.72				Task 1.1.73				Task 1.1.74				Task 1.1.75				Task 1.1.76				Task 1.1.77				Task 1.1.78				Task 1.1.79				Task 1.1.80				Task 1.1.81				Task 1.1.82				Task 1.1.83				Task 1.1.84				Task 1.1.85				Task 1.1.86				Task 1.1.87				Task 1.1.88				Task 1.1.89				Task 1.1.90				Task 1.1.91				Task 1.1.92				Task 1.1.93				Task 1.1.94				Task 1.1.95				Task 1.1.96				Task 1.1.97				Task 1.1.98				Task 1.1.99				Task 1.1.100				Task 1.1.101				Task 1.1.102				Task 1.1.103				Task 1.1.104				Task 1.1.105				Task 1.1.106				Task 1.1.107				Task 1.1.108				Task 1.1.109				Task 1.1.110				Task 1.1.111				Task 1.1.112				Task 1.1.113				Task 1.1.114				Task 1.1.115				Task 1.1.116				Task 1.1.117				Task 1.1.118				Task 1.1.119				Task 1.1.120				Task 1.1.121				Task 1.1.122				Task 1.1.123				Task 1.1.124				Task 1.1.125				Task 1.1.126				Task 1.1.127				Task 1.1.128				Task 1.1.129				Task 1.1.130				Task 1.1.131				Task 1.1.132				Task 1.1.133				Task 1.1.134				Task 1.1.135				Task 1.1.136				Task 1.1.137				Task 1.1.138				Task 1.1.139				Task 1.1.140				Task 1.1.141				Task 1.1.142				Task 1.1.143				Task 1.1.144				Task 1.1.145				Task 1.1.146				Task 1.1.147				Task 1.1.148				Task 1.1.149				Task 1.1.150				Task 1.1.151				Task 1.1.152				Task 1.1.153				Task 1.1.154				Task 1.1.155				Task 1.1.156				Task 1.1.157				Task 1.1.158				Task 1.1.159				Task 1.1.160				Task 1.1.161				Task 1.1.162				Task 1.1.163				Task 1.1.164				Task 1.1.165				Task 1.1.166				Task 1.1.167				Task 1.1.168				Task 1.1.169				Task 1.1.170				Task 1.1.171				Task 1.1.172				Task 1.1.173				Task 1.1.174				Task 1.1.175				Task 1.1.176				Task 1.1.177				Task 1.1.178				Task 1.1.179				Task 1.1.180				Task 1.1.181				Task 1.1.182				Task 1.1.183				Task 1.1.184				Task 1.1.185				Task 1.1.186				Task 1.1.187				Task 1.1.188				Task 1.1.189				Task 1.1.190				Task 1.1.191				Task 1.1.192				Task 1.1.193				Task 1.1.194				Task 1.1.195				Task 1.1.196				Task 1.1.197				Task 1.1.198				Task 1.1.199				Task 1.1.200				Task 1.1.201				Task 1.1.202				Task 1.1.203				Task 1.1.204				Task 1.1.205				Task 1.1.206				Task 1.1.207				Task 1.1.208				Task 1.1.209				Task 1.1.210				Task 1.1.211				Task 1.1.212				Task 1.1.213				Task 1.1.214				Task 1.1.215				Task 1.1.216				Task 1.1.217				Task 1.1.218				Task 1.1.219				Task 1.1.220				Task 1.1.221				Task 1.1.222				Task 1.1.223				Task 1.1.224				Task 1.1.225				Task 1.1.226				Task 1.1.227				Task 1.1.228				Task 1.1.229				Task 1.1.230				Task 1.1.231				Task 1.1.232				Task 1.1.233				Task 1.1.234				Task 1.1.235				Task 1.1.236				Task 1.1.237				Task 1.1.238				Task 1.1.239				Task 1.1.240				Task 1.1.241				Task 1.1.242				Task 1.1.243				Task 1.1.244				Task 1.1.245				Task 1.1.246				Task 1.1.247				Task 1.1.248				Task 1.1.249				Task 1.1.250				Task 1.1.251				Task 1.1.252				Task 1.1.253				Task 1.1.254				Task 1.1.255				Task 1.1.256				Task 1.1.257				Task 1.1.258				Task 1.1.259				Task 1.1.260				Task 1.1.261				Task 1.1.262				Task 1.1.263				Task 1.1.264				Task 1.1.265				Task 1.1.266				Task 1.1.267				Task 1.1.268				Task 1.1.269				Task 1.1.270				Task 1.1.271				Task 1.1.272				Task 1.1.273				Task 1.1.274				Task 1.1.275				Task 1.1.276				Task 1.1.277				Task 1.1.278				Task 1.1.279				Task 1.1.280				Task 1.1.281				Task 1.1.282				Task 1.1.283				Task 1.1.284				Task 1.1.285				Task 1.1.286				Task 1.1.287				Task 1.1.288				Task 1.1.289				Task 1.1.290				Task 1.1.291				Task 1.1.292				Task 1.1.293				Task 1.1.294				Task 1.1.295				Task 1.1.296				Task 1.1.297				Task 1.1.298				Task 1.1.299				Task 1.1.300				Task 1.1.301				Task 1.1.302				Task 1.1.303				Task 1.1.304				Task 1.1.305				Task 1.1.306				Task 1.1.307				Task 1.1.308				Task 1.1.309				Task 1.1.310				Task 1.1.311				Task 1.1.312				Task 1.1.313				Task 1.1.314				Task 1.1.315				Task 1.1.316				Task 1.1.317				Task 1.1.318				Task 1.1.319				Task 1.1.320				Task 1.1.321				Task 1.1.322				Task 1.1.323				Task 1.1.324				Task 1.1.325				Task 1.1.326				Task 1.1.327				Task 1.1.328				Task 1.1.329				Task 1.1.330				Task 1.1.331				Task 1.1.332				Task 1.1.333				Task 1.1.334				Task 1.1.335				Task 1.1.336				Task 1.1.337				Task 1.1.338				Task 1.1.339				Task 1.1.340				Task 1.1.341				Task 1.1.342				Task 1.1.343				Task 1.1.344				Task 1.1.345				Task 1.1.346				Task 1.1.347				Task 1.1.348				Task 1.1.349				Task 1.1.350				Task 1.1.351				Task 1.1.352				Task 1.1.353				Task 1.1.354				Task 1.1.355				Task 1.1.356				Task 1.1.357				Task 1.1.358				Task 1.1.359				Task 1.1.360				Task 1.1.361				Task 1.1.362				Task 1.1.363				Task 1.1.364				Task 1.1.365				Task 1.1.366				Task 1.1.367				Task 1.1.368				Task 1.1.369				Task 1.1.370				Task 1.1.371				Task 1.1.372				Task 1.1.373				Task 1.1.374				Task 1.1.375				Task 1.1.376				Task 1.1.377				Task 1.1.378				Task 1.1.379				Task 1.1.380				Task 1.1.381				Task 1.1.382				Task 1.1.383				Task 1.1.384				Task 1.1.385				Task 1.1.386				Task 1.1.387				Task 1.1.388				Task 1.1.389				Task 1.1.390				Task 1.1.391				Task 1.1.392				Task 1.1.393				Task 1.1.394				Task 1.1.395				Task 1.1.396				Task 1.1.397				Task 1.1.398				Task 1.1.399				Task 1.1.400				Task 1.1.401				Task 1.1.402				Task 1.1.403				Task 1.1.404				Task 1.1.405				Task 1.1.406				Task 1.1.407				Task 1.1.408				Task 1.1.409				Task 1.1.410				Task 1.1.411				Task 1.1.412				Task 1.1.413				Task 1.1.414				Task 1.1.415				Task 1.1.416				Task 1.1.417				Task 1.1.418				Task 1.1.419				Task 1.1.420				Task 1.1.421				Task 1.1.422				Task 1.1.423				Task 1.1.424				Task 1.1.425				Task 1.1.426				Task 1.1.427				Task 1.1.428				Task 1.1.429				Task 1.1.430				Task 1.1.431				Task 1.1.432				Task 1.1.433				Task 1.1.434				Task 1.1.435				Task 1.1.436				Task 1.1.437				Task 1.1.438				Task 1.1.439				Task 1.1.440				Task 1.1.441				Task 1.1.442				Task 1.1.443				Task 1.1.444				Task 1.1.445				Task 1.1.446				Task 1.1.447				Task 1.1.448				Task 1.1.449				Task 1.1.450				Task 1.1.451				Task 1.1.452				Task 1.1.453				Task 1.1.454				Task 1.1.455				Task 1.1.456				Task 1.1.457				Task 1.1.458				Task 1.1.459				Task 1.1.460				Task 1.1.461				Task 1.1.462				Task 1.1.463				Task 1.1.464				Task 1.1.465				Task 1.1.466				Task 1.1.467				Task 1.1.468				Task 1.1.469				Task 1.1.470				Task 1.1.471				Task 1.1.472				Task 1.1.473				Task 1.1.474				Task 1.1.475				Task 1.1.476				Task 1.1.477				Task 1.1.478				Task 1.1.479				Task 1.1.480				Task 1.1.481				Task 1.1.482				Task 1.1.483				Task 1.1.484				Task 1.1.485				Task 1.1.486				Task 1.1.487				Task 1.1.488				Task 1.1.489				Task 1.1.490				Task 1.1.491				Task 1.1.492				Task 1.1.493				Task 1.1.494				Task 1.1.495				Task 1.1.496				Task 1.1.497				Task 1.1.498				Task 1.1.499				Task 1.1.500				Task 1.1.501				Task 1.1.502				Task 1.1.503				Task 1.1.504				Task 1.1.505				Task 1.1.506				Task 1.1.507				Task 1.1.508				Task 1.1.509				Task 1.1.510				Task 1.1.511				Task 1.1.512				Task 1.1.513				Task 1.1.514				Task 1.1.515				Task 1.1.516				Task 1.1.517				Task 1.1.518				Task 1.1.519				Task 1.1.520				Task 1.1.521				Task 1.1.522				Task 1.1.523				Task 1.1.524				Task 1.1.525				Task 1.1.526				Task 1.1.527				Task 1.1.528				Task 1.1.529				Task 1.1.530				Task 1.1.531				Task 1.1.532				Task 1.1.533				Task 1.1.534				Task 1.1.535				Task 1.1.536				Task 1.1.537				Task 1.1.538				Task 1.1.539				Task 1.1.540				Task 1.1.541				Task 1.1.542				Task 1.1.543				Task 1.1.544				Task 1.1.545				Task 1.1.546				Task 1.1.547				Task 1.1.548				Task 1.1.549				Task 1.1.550				Task 1.1.551				Task 1.1.552				Task 1.1.553				Task 1.1.554				Task 1.1.555				Task 1.1.556				Task 1.1.557				Task 1.1.558				Task 1.1.559				Task 1.1.560				Task 1.1.561				Task 1.1.562				Task 1.1.563				Task 1.1.564				Task 1.1.565				Task 1.1.566				Task 1.1.567				Task 1.1.568				Task 1.1.569				Task 1.1.570				Task 1.1.571				Task 1.1.572				Task 1.1.573				Task 1.1.574				Task 1.1.575				Task 1.1.576				Task 1.1.577				Task 1.1.578				Task 1.1.579				Task 1.1.580				Task 1.1.581				Task 1.1.582				Task 1.1.583				Task 1.1.584				Task 1.1.585				Task 1.1.586				Task 1.1.587				Task 1.1.588				Task 1.1.589				Task 1.1.590				Task 1.1.591				Task 1.1.592				Task 1.1.593				Task 1.1.594				Task 1.1.595				Task 1.1.596				Task 1.1.597				Task 1.1.598				Task 1.1.599				Task 1.1.600				Task 1.1.601				Task 1.1.602				Task 1.1.603				Task 1.1.604				Task 1.1.605				Task 1.1.606				Task 1.1.607				Task 1.1.608				Task 1.1.609				Task 1.1.610				Task 1.1.611				Task 1.1.612				Task 1.1.613				Task 1.1.614				Task 1.1.615				Task 1.1.616				Task 1.1.617				Task 1.1.618				Task 1.1.619				Task 1.1.620				Task 1.1.621				Task 1.1.622				Task 1.1.623				Task 1.1.624				Task 1.1.625				Task 1.1.626				Task 1.1.627				Task 1.1.628				Task 1.1.629				Task 1.1.630				Task 1.1.631				Task 1.1.632				Task 1.1.633				Task 1.1.634				Task 1.1.635				Task 1.1.636				Task 1.1.637				Task 1.1.638				Task 1.1.639				Task 1.1.640				Task 1.1.641				Task 1.1.642				Task 1.1.643				Task 1.1.644				Task 1.1.645				Task 1.1.646				Task 1.1.647				Task 1.1.648				Task 1.1.649				Task 1.1.650				Task 1.1.651				Task 1.1.652				Task 1.1.653				Task 1.1.654				Task 1.1.655				Task 1.1.656				Task 1.1.657				Task 1.1.658				Task 1.1.659				Task 1.1.660				Task 1.1.661				Task 1.1.662				Task 1.1.663				Task 1.1.664				Task 1.1.665				Task 1.1.666				Task 1.1.667				Task 1.1.668				Task 1.1.669				Task 1.1.670				Task 1.1.671				Task 1.1.672				Task 1.1.673				Task 1.1.674				Task 1.1.675				Task 1.1.676				Task 1.1.677				Task 1.1.678				Task 1.1.679				Task 1.1.680				Task 1.1.681				Task 1.1.682				Task 1.1.683				Task 1.1.684				Task 1.1.685				Task 1.1.686				Task 1.1.687				Task 1.1.688				Task 1.1.689				Task 1.1.690				Task 1.1.691				Task 1.1.692				Task 1.1.693				Task 1.1.694				Task 1.1.695				Task 1.1.696				Task 1.1.697				Task 1.1.698				Task 1.1.699				Task 1.1.700				Task 1.1.701				Task 1.1.702				Task 1.1.703				Task 1.1.704				Task 1.1.705				Task 1.1.706				Task 1.1.707				Task 1.1.708				Task 1.1.709				Task 1.1.710				Task 1.1.711				Task 1.1.712				Task 1.1.713				Task 1.1.714				Task 1.1.715				Task 1.1.716				Task 1.1.717				Task 1.1.718				Task 1.1.719				Task 1.1.720				Task 1.1.721				Task 1.1.722				Task 1.1.723				Task 1.1.724				Task 1.1.725				Task 1.1.726				Task 1.1.727				Task 1.1.728				Task 1.1.729				Task 1.1.730				Task 1.1.731				Task 1.1.732				Task 1.1.733				Task			
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City of Santa Clara

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Santa Clara, CA 95050
santaclaraca.gov
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Agenda Report

22-1204

Agenda Date: 10/18/2022

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 3 with Wallace Roberts and Todd, LLC (WRT) for the City Hall Relocation Study and Related Budget Amendment

COUNCIL PILLAR

Promote and Enhance Economic, Housing, and Transportation Development

BACKGROUND

The City is currently in the process of preparing a Precise Plan for the City's historic Downtown area. The Downtown planning area consists of the ten city blocks located between Homestead and Benton streets, west of Lafayette Street. The goal of the Precise Plan is to promote the redevelopment of the Downtown area consistent with the vision of restoring the Downtown as an active destination within Santa Clara, consistent with the character and vibrancy of an active, historic Downtown.

The Downtown Precise Plan effort formally began in 2018 with the appointment of a community member Task Force, including organizations such as Reclaiming Our Downtown and the Old Quad Resident's Association. The City conducted a Request for Qualifications (RFQ) process in 2019 and, with the input of the Task Force, selected Wallace Roberts & Todd, LLC (WRT) to provide Downtown Precise Plan consultant services. Since then, City staff and WRT have been working closely with the Task Force on the preparation of a Precise Plan that will provide guidance for new development within the Downtown area through policies, guidelines, and illustrations that implement the community vision and objectives for a vibrant, pedestrian-oriented destination.

The City's initial contract with WRT has been amended two times. Amendment No. 1 was approved by the City Council in May 2021. This first amendment to the consultant contract was to add the following services to the scope of work for the Downtown Precise Plan: 1) Form Based Zoning Code and Sign Ordinance; 2) Development Impact Fee; 3) Downtown Management Entity; and 4) additional Downtown Community Task Force Meetings. Amendment No. 2 was approved by the City Council in December 2021. The second amendment to the consultant contract added the following services to the scope of work for the Downtown Precise Plan: 1) Consultant Team Charette; 2) Added stakeholder meetings; 3) Financial Feasibility of Land Use Options analysis; 4) Financial Memo Addendum to Existing Conditions Report; 5) Context Study; and 6) Additional Downtown Community Task Force Meetings with subconsultants.

DISCUSSION

At the May 24, 2022 City Council meeting, the Council discussed contracting with the current Downtown Precise Plan Consultant, WRT, to prepare a Financial Analysis for moving City Hall to a location within the eight blocks of the Original Downtown. This agenda item was requested through a written petition submitted by resident Mary Grizzle on behalf of the members of Reclaiming our

Downtown:

At the May 24th meeting, the City Council directed staff to provide a scope of work and contract amendment with the current Downtown Precise Plan Consultant to study a City Hall relocation to downtown, including financial feasibility and strategies. In June 2022, the City Council subsequently approved the allocation of funds for the requested Study through the budget process.

Following Council direction, staff has worked with WRT to prepare a scope to study the relocation of the City Hall to the Downtown. The proposed scope is attached to this report as Attachment 2 and includes the following:

- Project Initiation
- Program Confirmation
- City Hall Economic Assessment
- Criteria and Site Comparison
- Concept Testing and Test-Fitting
- Financial Evaluation
- Concept Refinement
- Final Options Report

Staff is requesting that the City Council grant approval to the City Manager to amend the City's contract with WRT to add the attached scope. This will allow staff and WRT to proceed with preparation of the study, consistent with prior City Council discussion. The proposed cost for the study, \$353,360 includes a portion (\$28,360) that would be funded by Silicon Valley Power (SVP) to analyze multiple scenarios involving SVP office space. The remaining scope (\$325,000) is consistent with the City Council's capital improvement program (CIP) budget action at the June 21, 2022 Council meeting. This Amendment No. 3 will also utilize the three-year term extension option provided in the Original Agreement, resulting in a revised termination date of December 31, 2024.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The Consultant's proposal for the scope of work has a cost of \$353,360. As part of the FY 2022/23 and FY 2023/24 Capital Improvement Program budget adoption, funding in the amount of \$325,000 was appropriated to the Precise Plan for Downtown project for the City Hall Relocation Study. The remaining \$28,360 is available in Silicon Valley Power's Electric Yard Buildings and Grounds project budget for facility assessment of buildings occupied by SVP.

**Budget Amendment
FY 2022/23**

	Current	Increase/ (Decrease)	Revised
Electric Utility Capital Fund			
<u>Expenditure</u>			
Electric Yard Buildings and Grounds	\$2,263,136	(\$28,360)	\$2,234,776
<u>Transfer To</u>			
General Government Capital Fund	\$0	\$28,360	\$28,360
General Government Capital Fund			
<u>Transfer From</u>			
Electric Utility Capital Fund	\$0	\$28,360	\$28,360
<u>Expenditure</u>			
Precise Plan for Downtown	\$325,000	\$28,360	\$353,360

COORDINATION

This report has been coordinated with Silicon Valley Power, the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 3 to the Agreement with Wallace Roberts and Todd, LLC (WRT) for the City Hall Relocation Study at a total cost not to exceed \$1,331,706.
2. Approve the following FY 2022/23 budget amendments:
 - a. In the General Government Capital Fund, recognize a transfer of \$28,360 from the Electric Utility Capital Fund and increase the Precise Plan for Downtown project by \$28,360 (**five affirmative Council votes**); and
 - b. In the Electric Utility Capital Fund, establish a transfer to the General Government Capital Fund in the amount of \$28,360 and reduce the Electric Yard Buildings and Grounds project by \$28,360 (**five affirmative Council votes required**).

Reviewed by: Andrew Crabtree, Director, Community Development

Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Amendment No. 3 with Wallace Roberts and Todd, LLC (WRT)
2. Scope of Work - City Hall Relocation Study
3. Original Agreement and RTC19-1006
4. Amendment No. 1 and RTC21-667
5. Amendment No. 2