

City of Piedmont
COUNCIL AGENDA REPORT

DATE: February 2, 2026

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Consulting Services Agreement with Economic & Planning Systems, Inc., in an Amount Not to Exceed \$35,000 for Services Related to the Preparation of a Request for Proposals/Qualifications and Review of Responses for the Moraga Canyon Specific Plan Area

RECOMMENDATION

1. Approve the attached consulting services agreement (Attachment 1, pages 5-17) in an amount not to exceed \$35,000 with Economic & Planning Systems, Inc. (EPS) for services related to the Preparation of a Request for Proposals/ Qualifications and Review of Responses for the Moraga Canyon Specific Plan area.
2. Authorize the City Administrator to approve budget adjustments to the scope of work as provided in Exhibit A within the not-to-exceed value of \$35,000.

EXECUTIVE SUMMARY

On January 20, 2026, the City Council adopted a resolution declaring an intent to determine City-owned parcels located within the Moraga Canyon Specific Plan (MCSP) area to be exempt surplus land pursuant to Government Code Section 54221(f)(1)(A) and authorize the City Administrator to proceed with the preparation of a draft request for proposals (RFP) for the MCSP area.

Staff recommends the engagement of the professional services of EPS to assist staff in achieving the second part of the resolution, the preparation of a RFP, plus the following steps in the process: the review of proposals submitted by developers and the evaluation and selection of a development team.

BACKGROUND

On March 20, 2023, the City Council adopted the City's 6th Cycle Housing Element which spans the planning period of 2023-2031 and involves 587 new housing units allocated as part of the Regional Housing Needs Assessment (RHNA). The Housing Element includes "Program 1.L Specific Plan," which sets forth the intent to develop a Specific Plan to accommodate at least 132 dwelling units with densities ranging from 40 to 60 dwelling units per acre affordable to a variety of households.

To implement Housing Element Program 1.L Specific Plan, the City Council adopted the Moraga Canyon Specific Plan (MCSP) on October 6, 2025. The MCSP describes the regulations and standards governing the development of the property, including the development of a minimum of 130 multifamily housing units, including 60 housing units affordable to households earning low, very low and extremely low incomes. The relevant timeline benchmarks required under Program 1.L are:

- Pursue goal of entering into exclusive negotiating agreement with development partners by the end of 2026.
- Issue building permits by the end of 2027 (if an agreement is finalized with developers by the end of 2026).
- Identify alternative site(s) by June 2027 (if no agreement is finalized by the end of 2026).

On January 20, 2026, the City Council adopted a resolution declaring an intent to determine one or more City-owned parcels located within the Moraga Canyon Specific Plan (MCSP) area, Assessor Parcel Numbers 050457908000, 048A700200303, and 050457906100, to be exempt surplus land pursuant to Government Code Section 54221(f)(1)(A) and authorize the City Administrator to proceed with preparation of a draft request for proposals for the MCSP area.

DISCUSSION

Economic & Planning Systems

As stated on its website, “EPS is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use and conservation planning, and government organizations. EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services.”

EPS has provided consulting services to hundreds of public- and private-sector clients in California and throughout the United States. The firm has previously provided the City of Piedmont with professional services related to the 6th Cycle Housing Element and the MCSP as follows:

- In 2022 and 2023, EPS supported the City of Piedmont’s efforts to prepare a draft 6th Cycle housing element by evaluating the potential feasibility of developing affordable housing on two sites in the Civic Center (120 Vista Avenue and 801 Magnolia);
- From July 2023 to October 2025, EPS was subconsultant to JZMK Partners for the preparation of the Moraga Canyon Specific Plan. For this effort EPS evaluated the financial feasibility and a static pro forma analysis of three alternative development concepts. In addition, EPS also considered the impact of existing and proposed financial and regulatory incentives and other approaches that can aid in supporting development feasibility;
- Since 2024 EPS has been serving as subconsultant to Aaron Welch Consulting, which is managing the technical assistance work provided by MTC/ABAG’s Priority Sites Grant Program. The technical assistance is focused on implementation of the Moraga Canyon Specific Plan. EPS’s responsibilities include the identification of potential grants, tax

credits, philanthropic support and other measures that would make development of 60 units of deeply affordable housing attractive to these funding sources. In addition, EPS is tasked with creating at least four high-level development scenarios for the MCSP area. These scenarios are focused on total housing production under different potential mixes of market-rate and affordable housing, identifying the different levels of subsidy or profit estimated to be required for each scenario, with a focus on constructability and feasibility; and

- Since June 2025, EPS has been serving as subconsultant to Dyett and Bhatia Urban and Regional Planners to assist City staff with the implementation of eleven 6th Cycle Housing Element Programs. EPS is tasked with performing feasibility and funding analysis related to Housing Element Programs 1.K, 1.N, 3.E and 5.K.

EPS staff that will be working on the MCSP RFQ/P and developer selection project are Jason Moody and Rosanna Ren with Darin Smith serving as Project Advisor. Mr. Moody is Managing Principal at EPS and his work focuses on projects that advance urban development and revitalization. Ms. Ren is a Senior Associate whose analytical proficiency supports housing development projects. Mr. Smith is Managing Principal at EPS and has extensive experience negotiating development agreements for mixed-income projects.

Scope of Work

The scope of work to be provided by EPS under the recommended agreement continues the professional services supporting the implementation of the MCSP. As described in Exhibit A to the proposed agreement, EPS will work with staff to determine the structure and content of a Request for Qualifications/Proposals (RFQ/P), and then assist with the preparation of a draft RFQ/P. EPS will also assist with developer engagement, the distribution of the RFQ/P, the preparation of review criteria, the review of developer submissions, and the selection of a development team. The work would lead up to but not include assistance with negotiations with a selected developer towards a development agreement for the MCSP site.

Schedule and Budget

As outlined in the scope of work attached to the consulting services agreement, EPS estimates that it will require six months to complete the work culminating in the selection of a developer. This includes an approximately 60-day period following the issuance of the RFQ/P for developers to prepare and submit qualifications and proposals. The length of this period is to allow for market-rate and affordable housing developers to develop partnerships and prepare a joint proposal.

The cost for EPS's professional services is \$35,000 and includes all personnel costs, direct costs, and delivery of products identified in the Scope of Work. Direct costs include travel (mileage), data gathering, and reproduction expenses.

FISCAL IMPACT

The FY 2025/2026 Approved Budget includes \$35,000 for the associated professional services supporting the MCSP RFQ/P preparation and developer selection project. Staff expect work to

begin in February 2026 with the majority of the effort completed in FY 2025/2026 and the early months of FY 2026/2027.

CITY ATTORNEY REVIEW

The attached Agreement for Consultant Services was reviewed and approved as to form by the City Attorney.

CONCLUSION AND NEXT STEPS

Staff recommends that the City Council approve the Agreement for Consultant Services with Economic & Planning Systems, Inc. Should the City Council approve the agreement, staff is tentatively scheduled to meet with the D&B team immediately for the project kick-off.

Prepared by: Kevin Jackson, Director of Planning & Building

ATTACHMENTS:

Pages	
1	5-11 Agreement with Economic & Planning Services, Inc. for Services Related to the Solicitation and Selection of Housing Developers for the Moraga Canyon Specific Plan Area
12-17	Exhibit A to the Agreement – Scope of Work

CONTRACT

This Contract made February 2, 2026 ("Effective Date"), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and Economic & Planning Systems, Inc., a California S-Corporation ("Independent Contractor").

1. City is a municipal corporation which needs certain services and software as more specifically set forth hereafter.
2. Independent Contractor agrees to provide these services and software to the City under the terms and conditions set forth in this Contract ("Contract").

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein.

4. Compensation

- a. City will pay the Independent Contractor the lump sum of: **35,000** dollars for the services described in Tasks 1, 2 and 3 described in Exhibit A. City shall issue payment within 30 days of the satisfactory completion of the services described in Section 3 above.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate on February 28, 2027.

6. Contractual Relationship

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively “Indemnitees”) from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) (“Liability”), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.

For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance

policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits.
4. Professional Liability (Errors & Omissions): As appropriate to Independent Contractor's services, and not less than \$2,000,000 per occurrence.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Independent Contractor's insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor's insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 1330 Broadway, Suite 450, Oakland, California 94612, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:
- (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City, upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

21. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

ECONOMIC & PLANNING SYSTEMS,
INC.:

By: _____
Rosanna Bayon Moore, City Administrator

By: _____
Jason Moody, President

Darin Smith, Secretary

Attest:

Anna Brown, City Clerk

Approved as to form and legality:

Deepa Sharma, City Attorney



**Economic & Planning
Systems, Inc.**
The Economics of Land Use

OAKLAND
SACRAMENTO
LOS ANGELES
DENVER

January 16, 2026

Kevin Jackson and Pierce MacDonald
City of Piedmont Planning Department
120 Vista Ave
Piedmont, CA 94611

**Subject: Developer Solicitation, Selection, Negotiation Support for Moraga Canyon
Specific Plan, EPS #251102**

Dear Kevin and Pierce:

Economic & Planning Systems, Inc. (EPS) appreciates the opportunity to continue providing the City of Piedmont with technical services to support the implementation of the Moraga Canyon Specific Plan. Per your request, **Attachment A** describes the EPS proposed scope of work to assist the City in the solicitation, selection, and negotiations with a developer for the Moraga Canyon site. The proposed Scope of Work will leverage our existing understanding of the Moraga Canyon Specific Plan and substantial experience with developer solicitation efforts for cities and other public agencies throughout California.

As the leader of the EPS team, I am personally committed to the success of this engagement and will participate in a hands-on manner. I will act as Principal in Charge, supported by EPS staff in our Oakland office. We welcome the opportunity to discuss our proposed Work Program further and are happy to refine the scope and budget to best meet your needs. Please contact me at your convenience to discuss next steps at (510) 841-9190 or jmoody@epsys.com.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC. (EPS)

Jason Moody
Managing Principal

Attachment A
Proposed Work Program
Developer Solicitation, Selection, Negotiation Support for Moraga Canyon
Specific Plan

This Work Program describes the proposed tasks, schedule, and budget for Economic & Planning Systems, Inc. (EPS) to support City of Piedmont as it seeks to select a housing developer(s) for the Moraga Canyon site. This scope builds on EPS's on-going work on the Moraga Canyon Specific Plan and the City's Housing Element.

Scope of Work

Task 1: Kickoff and Strategic Overview

EPS will participate in a strategy session with staff to discuss and determine the structure and content of the Request for Qualifications / Proposals (RFQ/P) for the Moraga Canyon Site. We expect EPS to work with the City to address the following issues, without limitation:

- Merits of an RFQ vs. RFP and a single-phase vs. two-phase solicitation
- Level of specificity on City's desired outcomes and preferred developer responses (e.g., Master Developer versus separate submittals, specifics of development plan, project financing expectations, land sale vs. lease, etc.)
- Desired qualifications and required documentation
- Approach to addressing requirements of the Surplus Land Act exemption
- Schedule for RFQ/P release, submittal, and selection
- Selection process (e.g., interviews, scoring, etc.)
- Level and type of background information to include in RFQ/P

EPS will document the topics discussed and their outcomes, which will inform drafting of the solicitation materials. EPS will also support the City in preparation of a staff report to obtain City Council approval on a preferred solicitation strategy. The budget estimate for this task will primarily leverage our existing contract as part of the Metropolitan Transportation Commission (MTC) Priority Sites grant.

Deliverable: Memo summarizing outcomes of strategy session and decisions made.

Task 2: Draft RFP/Q Materials and Solicitation Support

EPS will work with the city to draft the RFQ/P and supporting materials, including submittal requirements, selection criteria, and a scoring/weighting system, if appropriate. EPS will submit draft materials to the city for review and incorporate one round of consolidated comments. Once the RFQ/P is finalized, EPS will support the City with efforts to distribute / notify the development community as

authorized, leveraging our network in the development community.¹ EPS will also assist with pre-solicitation communications, such as responses to questions from developers participating in pre-solicitation events(s) and prior to submittals.

Deliverable: RFQ/P and related solicitation documents.

Task 3: Support with Developer Review and Selection

EPS will assist the City in the review of developer submittals and the selection process, serving as an objective third-party advisor and building on our substantial experience with similar efforts. In this role we will provide individual and comparative information to the selection committee about developer qualifications and offers, suggest follow-up questions / communications, participate in interviews, and provide documentation for the public record. Our work on the task will include the following, without limitation:

- Checking developer references and other due diligence on submittal representations (identifying items that may need follow-up)
- Reviewing financial statements and other documentation of developer wherewithal to complete the project.
- Comparison and risk assessment of financial offers, including the reasonableness of financial assumptions (market rents, external funding sources, etc.) as well as the business terms proposed (if applicable).
- Review scoring and ranking to identify a group for shortlisting and interviews.
- Participate in interviews with shortlisted developers as a non-voting technical advisor.
- Work with selection committee after interviews to set final scores and rankings.

EPS will work with City staff to prepare presentation material and participate in a meeting with Council to discuss the proposals and selection committee recommendations. In this role, EPS can prepare technical documentation to summarize the solicitation process and support the recommendations from the selection committee.

¹ EPS assumes the City will initiate all formal communication with potential applicants, unless otherwise directed.

Deliverable: Completed scoring documentation and presentation summarizing selection process.

Assigned EPS Staff

Jason Moody, Managing Principal, will be Principal-In-Charge of the project. Jason has extensive experience in the areas of real estate market and financial analysis, public finance, and public-private partnerships. Since 2024, Jason has worked with the City of Piedmont on multiple projects supporting the Moraga Canyon Specific Plan development and Housing Element funding programs.

Darin Smith, Managing Principal, will serve as Project Advisor. A real estate consultant since 1996, Darin has directed many of EPS's recent assignments related to public-private partnerships, development, and property disposition for public landowners, culminating in numerous properties being developed for public benefits and revenues. Darin also has extensive experience negotiating development agreements for mixed-income projects involving various tradeoffs of affordability and public financial contributions (through direct funding or land value discounts) to determine strategies for equitable development leveraging public land assets.

Rosanna Ren, Senior Associate, will serve as Project Manager, responsible for primary technical analysis and establishing ongoing communication and project coordination with the client and stakeholders. She has worked with a variety of public and private clients in economic development strategic planning, feasibility assessments, fee studies, and policy research. She is currently working with the City of Piedmont as part of the MTC Priority Sites grant for Moraga Canyon.

Schedule and Budget Estimate

Schedule

EPS can begin working on this project as soon as contract approval is received. While a precise schedule will be based on the RFQ/P application period, time for review and selection, among other factors, we expect to complete Task 1 through Task 3 within an eight (8) month period after receiving authorization to proceed. EPS may request additional budget if the schedule extends significantly beyond this period.

Budget

Table 1 provides a detailed budget estimate for the Scope of Work described above. As shown, we anticipate completing the work for a not-to-exceed amount of **\$35,000**. This amount assumes the required work effort will be completed within approximately eight months and our participation in two public meetings.

EPS charges for its services on a direct cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, the City will be billed only for the work completed up to the authorized budget amount. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. If additional work or meetings are required, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith.

Attachment A
Proposed Work Program
Developer Solicitation, Selection, Negotiation Support for Moraga Canyon Specific Plan

Table 1 EPS Budget Estimate

Task/ Description	<u>Moody</u> Managing Principal	<u>Ren</u> Project Manager	EPS Staff Hours Total	EPS Staff Hours Costs	EPS Direct Costs ¹	EPS Grand Total ²
<i>Hourly Billing Rates³</i>	\$350	\$255				
Task 1: Kickoff and Strategic Overview⁴	4	4	8	\$2,420	\$0	\$2,420
Task 2: Draft RFP/Q Materials and Solicitation Support	18	20	38	\$11,400	\$0	\$11,400
Task 3: Support with Developer Review and Selection	<u>34</u>	<u>36</u>	<u>70</u>	<u>\$21,080</u>	<u>\$100</u>	<u>\$21,180</u>
TOTAL PROJECT HOURS & COSTS	56	60	116	\$34,900	\$100	\$35,000

(1) Direct costs include data acquisition and staff travel as needed.

(2) Assumes EPS attendance at up to two (2) public meetings and bi-weekly virtual check-ins meeting with City staff.

(3) Hourly billing rates are effective for 2026 and subject to annual revision.

(4) The budget for this task accounts for EPS's existing contract as part of the Metropolitan Transportation Commission (MTC) Priority Sites grant.