



Date: April 18, 2017

To: City Manager for Council Action

From: Director of Community Development

Subject: Authorize the City Manager to Execute a Professional Services Agreement with Raimi + Associates, Inc. to Prepare the El Camino Real Specific Plan and Environmental Impact Report (EIR) and provide direction on pending El Camino Real Planning applications

EXECUTIVE SUMMARY

The El Camino Real is the City's most visible and identifiable commercial corridor. Redevelopment of the existing low-intensity, auto-oriented commercial uses along the corridor into higher density, residential/commercial mixed use was identified as a key land use strategy in the City's 2010 General Plan update process. The El Camino Real focus area was intended to support a significant amount of new residential development in the first phases of the General Plan as part of the Plan's overall jobs-housing balance objectives and to fulfill the City's obligation to identify residential development capacity in the City's State approved Housing Element. The General Plan also establishes a vision for the El Camino as a multi-modal transit corridor with higher density uses and a pedestrian-friendly urban design that would support transit use along the corridor, consistent with corridor's designation as a Metropolitan Transportation Commission (MTC) Priority Development Area (PDA), the regionally adopted Grand Boulevard Initiative, and the Valley Transportation Authority's (VTA) plan for Bus Rapid Transit (BRT).

While the General Plan established the El Camino Real focus area strategy, specified allowable residential and commercial densities for new development and provided some overall policy guidance for the corridor's future, the General Plan also identifies the preparation of a Specific Plan or precise plan as an important implementation tool. The Specific Plan is intended to provide a more detailed level of policy and design guidance that will support the overall successful transformation of the corridor. The Specific Plan should address such topics as the interfaces between new and existing development and the specific design standards for the pedestrian realm in order to achieve the General Plan vision. The Specific Plan would focus on maximizing compatibility of mixed-used developments, streetscape, and accessibility potential within the El Camino Real Focus Area, especially on parcels that front the El Camino Real. The plan will also allow for development among multiple property owners who have differing timelines for development.

An increasingly important goal for the El Camino Real Specific Plan process is to engage community members in the planning of the corridor's future. The Specific Plan process will include a number of opportunities for nearby residents, property owners and other stakeholders to shape the Plan policies. The proposed scope will accordingly include community workshops, on-line engagement, and other outreach activities, such as "pop up" outreach at the local farmer's market. As a primary east-west route and State highway, the El Camino Real plays an important transportation role while it also supports a variety of commercial services utilized by many of the City's residential neighborhoods. The Specific Plan process will also consider the design of the

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public right-of-way transportation infrastructure and preparation of a commercial services/retail retention strategy.

The City of Santa Clara conducted a competitive Request for Proposals (RFP) process to select a consultant firm. A total of seven firms responded to the RFP process. The recommended firm, Raimi + Associates, Inc., is an urban planning firm, based in Berkeley. They demonstrated a strong understanding of the City's need for an Area Plan that will both help create a vision for a vibrant multi-modal corridor that increases connectivity for pedestrians and cyclists with a mix of residential and retail. Based on other corridor plans that the consultant has completed, Raimi + Associates have demonstrated the ability to effectively engage with the community to develop and complete a comprehensive and concise plan that has been agreed upon and can be easily used by developers as well as the general public for development guidance. This agreement and guidance will be especially effective for future agreement with the community on incoming development proposals.

The proposed agreement with Raimi + Associates will provide for the preparation of the comprehensive plan for adoption along with the associated Environmental Impact Report (EIR), and new zoning designations to implement the General Plan land use policies. The consultant will also conduct community engagement activities and prepare a commercial services/retail retention plan. The Specific Plan process is currently anticipated for completion in Fall of 2018, at a cost not exceeding \$910,000.00.

The City's objective is also to create a focus area plan that helps to streamline entitlements for individual projects and helps to ensure certainty in the development review process. Design guidelines that give developers clear direction regarding form, massing, density and the relationship to the public realm will be one of the plan elements to help ensure development certainty. The Specific Plan will also propose standards for a new zoning district for El Camino Real that allows mixed use projects without a Planned Development rezoning.

As part of the Focus Area planning process, the environmental impacts of redeveloping an existing commercial corridor and state highway will be analyzed at a program level. The resulting environmental document can be used by developers as a starting point for environmental clearance of their individual development proposals, which will further facilitate redevelopment of the area.

Pending El Camino Real Planning Applications. The Planning Division currently has a number of pending planning applications along El Camino Real, including various proposals for General Plan Amendments and Planned Development Rezoning requests. A list of the pending applications, along with brief information about each project, is attached to this report. Staff is seeking direction from the Council related to the processing of these pending applications. The Council may provide different direction for pending General Plan Amendments and Planned Development Zonings, or the Council may choose to treat them similarly. While other options exist, the Council discussion could focus around the following options:

- 1) Continue processing of pending applications;
- 2) Pause the processing of pending applications for approximately six months, until such time that substantial outreach has occurred, the visioning portion of the process is complete, and Council has provided direction on a vision for the El Camino Real Specific Plan; or

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- 3) Pause the processing of pending applications until the El Camino Real Specific Plan is complete.

During the March 28, 2016 Council discussion on the General Plan, the Council gave direction to use a "gatekeeper" policy for proposed General Plan Amendments. The gatekeeper policy will require that General Plan Amendments be presented to the Council shortly after an application is filed for early consideration as to whether the processing of the request should continue. Should the Council want to have a more detailed discussion regarding specific pending El Camino Real applications, the Council could follow a similar procedure to the gatekeeper policy whereby the pending General Plan Amendment or Rezoning applications are presented to the Council individually to determine if they should proceed with review on one of the timelines noted above or not at all.

The future Specific Plan will provide additional direction for development applications and should reduce the need for General Plan Amendments and is expected to eliminate the need for Planned Development Rezonings along the El Camino Real corridor.

ADVANTAGES AND DISADVANTAGES OF ISSUE

The El Camino Real Plan is a comprehensive plan that serves as an implementation tool for public involvement to further define the community's vision for future growth and development in the El Camino Real Focus Area. The Plan will build on three supporting plans: the City's 2010-2035 General Plan, which envisions El Camino Real as a tree-lined, pedestrian and transit-oriented corridor with a mix of residential and retail uses; VTA's plans for Bus Rapid Transit (BRT) along El Camino Real which includes dedicated bus lanes, improved bus stops, and improved bicycle and pedestrian infrastructure, and the Grand Boulevard Initiative—a regional, multi-jurisdictional effort to transform El Camino Real into a multi-modal corridor.

The policies, guidelines, and illustrations in the comprehensive plan will provide guidance for redevelopment along the El Camino Real corridor, which will in turn help articulate and enhance the City's identity. No disadvantages have been identified for the development of the El Camino Real Specific Plan.

Direction to continue processing pending Planning applications would provide the most expeditious path towards applicants' entitlement considerations before the City Council; however, the Specific Plan process will inform pending and future development proposals, particularly those pending projects proposing General Plan Amendments. Processing applications concurrent with the development of the plan poses a risk to developers, who may see direction change as outreach is conducted and as the plan is prepared. Pausing the processing of applications, particularly those involving General Plan Amendments, until such time that the vision of the El Camino Real Specific Plan is set represents a relatively short delay to projects while also allowing for work on the projects to continue while the full Plan and associated environmental impact report are prepared. This short delay strikes a balance between applicants' desire to move projects forward in a timely manner while also offering the projects an opportunity to respond to community feedback and Council direction regarding the Plan vision.

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ECONOMIC/FISCAL IMPACT

Staff is recommending that the agreement with Raimi + Associates, Inc. be set not to exceed \$910,000. Funding for the El Camino Real Precise Plan comes from the OneBayArea Grant Program and Cycle 1 Federal Program which included \$8.4 million to support Regional Priority Development Area (PDA) Planning. The Metropolitan Transportation Commission (MTC) awarded the City of Santa Clara a total of \$910,000 to fund the development of the Precise Plan and an Environmental Impact Report. When the Council approved the Funding Agreement with MTC, the City agreed to a 12% match, or \$109,200 of the total project costs. It is expected that the City will be able to match these funds with salary costs by tracking the time staff spend on this project. These total available funds for the El Camino Real Precise Plan and EIR are in the El Camino Real Area Plan Project, within the Capital Improvement Projects Budget (539-5523-6536).

The scope submitted by Raimi + Associates for the RFP process indicated a contract cost of \$750,011.00, including contingencies. However, staff is discussing the scope of the specific plan with Raimi + Associates to ensure consistency with Council priorities highlighted at the March 28 study session on the status of the General Plan including a commercial retention strategy, a more robust community engagement plan and a further look at appropriate density ranges along the corridor. Revising the scope could also include work with additional consultants. As such, it is expected that the total contract costs would increase, but it is not expected to exceed the total \$910,000 already available through the MTC grant for the Specific Plan and EIR.

RECOMMENDATION


That the Council:

1. Authorize the City Manager to execute a Professional Services Agreement with Raimi + Associates Inc. to prepare the El Camino Real Focus Area Plan and Environmental Impact Report (EIR) at a cost not to exceed \$910,000.00, subject to modifications as agreed to by the City Manager in coordination with the City Attorney.
2. Provide direction to staff regarding the processing of pending El Camino Real Planning applications.


for Andrew Crabtree
Director of Community Development

Certified as to Availability of Funds:
539-5523-80100-6536 \$ 910,000.00 

APPROVED:


for Rajeev Batra
Interim City Manager


for Angela Kraetsch
Acting Director of Finance

Documents Related to this Report:

- 1) Draft **Agreement** with Raimi + Associates, Inc. for the El Camino Specific Plan
- 2) List of Pending El Camino Real Planning Applications

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RAIMI & ASSOCIATES, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Raimi & Associates, Inc., a California corporation, with its principal place of business located at 2000 Hearst Avenue, Suite 306, Berkeley, CA 94709 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, professional ability, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to complete the work required by City at his/her own risk and expense according to the standard of care normally associated with the profession. Services to be provided to City are more fully described in

Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When Contractor has completed the Services according to the standard of care normally associated with the profession, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary skill in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a professional consultant in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall meet the standard of care described above. The criteria for acceptance of the work provided under this Agreement shall be a work product of neat appearance, well organized, that is technically and grammatically correct. The minimum standard of appearance, organization and content of the plan shall be mutually agreed on by the City and the Contractor.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on **December 31, 2018**.

6. MONITORING OF SERVICES.

City, the State of California, the State Auditor, the U.S. Department of Transportation, the U.S. Federal Highway Administration, the Comptroller General of the United States, the Metropolitan Transportation Commission ("MTC"), any agency that provides MTC with funds for this Project, and the authorized employees, representatives or agents of the foregoing, may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with commonly accepted accounting principles. If any action of

Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

- A. City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors, other than those listed in the Scope of Services, without express written permission from City. Any substitution of subcontractor(s) must be approved in writing by City prior to the start of work by the subcontractor(s).
- B. Contractor shall require that the language contained in Sections 19 through 22 and Sections 24 through 29 of this Agreement be included in all subcontracts and lower-tier subcontracts in excess of \$25,000.
- C. Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to City for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractor(s) is an independent obligation from City's obligation to make payments to the Contractor.
- D. Prompt Progress Payments to Subcontractors. The City shall require the Contractor and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

13. RETAINAGE.

The City shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the Contractor based on these acceptances. The Contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating Contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

In addition, Contractor acknowledges that as a condition of City's receipt of its grant funding from MTC, Contractor grants an irrevocable- non-exclusive, royalty-free license to MTC to use without restriction and share with any person or entity all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture, and any other documents, material, data and products ("Work Products") development, prepared, or assembled by Contractor pursuant to this Agreement. MTC may exercise its licenses to Work Products through sublicenses to a third party, without the approval of City or Contractor, or subcontractors. The FHWA reserves a royalty-free, on-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which City, Contractor, or subcontractors purchase ownership under this Agreement.

20. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. Contractor also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Contractor to the City.

21. COMPLIANCE WITH ENVIRONMENTAL LAWS.

Contractor certifies that it shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21000 et seq., with the State CEQA Guidelines, 14 CCR Section 15000 et seq., with the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321 et seq., and the applicable regulations thereunder.

22. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

Contractor shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. City, the State, the State Auditor, the U.S. Department of Transportation, the FHWA, the Comptroller General of the United States, the MTC, any agency that provides MTC with funds for this Project, and the authorized employees, representatives or agents of the foregoing, shall have the right to inspect such books and records at any time during normal business hours during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, or for four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City or any of the other entities listed in this Section any and all reports concerning its performance under this Agreement that may be requested in writing. Contractor agrees to assist City in meeting City's reporting requirements to government agencies with respect to Contractor's Services hereunder.

23. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

24. FAIR EMPLOYMENT.

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, ancestry, gender, gender identity, gender expression, sexual orientation, age, physical disability, mental disability, medical condition, genetic information, religion, ethnic background, military or veteran status, or marital status, in violation of state or federal law.

Contractor and its subcontractors shall also comply with all provisions of the Fair Employment and Housing Act (the "FEHA") (Government Code Section 12900 et seq.)

and the applicable regulations promulgated thereunder (2 C.C.R. Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing the FEHA set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and each of its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement, as appropriate. Contractor shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by the State of California, the California Fair Employment and Housing Commission, or any other agency of the State of California designated by the State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

25. DISADVANTAGED BUSINESS ENTERPRISES (DBEs).

The City strongly encourages DBEs and other small businesses, as defined in 49 CFR, Part 26, to participate in the performance of contracts financed in whole or in part with federal funds. Contractor must give consideration to DBE firms as specified in 49 CFR, Part 26, and Caltrans Exhibit 10-I "Notice to Proposers: DBE Information." This Agreement has a DBE goal of 15 percent. The Contractor shall meet the DBE goal by using DBEs as subcontractors or document a good faith effort to meet the goal. If a DBE subcontractor is unable to perform, the Contractor must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

26. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Contractor agrees to comply with all applicable requirements imposed by Title VI of the Civil Rights Act of 1964 (47 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

Contractor, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

27. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

28. DEBARMENT

Contractor's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

29. LOBBYING

Contractor certifies to the best of his or her knowledge and belief that:

- A. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents, from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees, in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement except where caused by the City's sole negligence or willful misconduct.

31. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

32. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

33. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

34. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

35. WAIVER.

Parties agree that waiver by other Party of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

36. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Planning Division
1500 Warburton Avenue
Santa Clara, California 95050

247-9857 And to Contractor addressed as follows:

Name: Raimi & Associates
Address: 2000 Hearst Avenue, Suite 306
Berkeley, CA 94709

37. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

38. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

39. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute,

the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

40. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

41. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

42. CONFLICT OF INTERESTS.

- A. This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.
- B. Contractor shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.
- C. Contractor hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

43. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion to

terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

44. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable. Both parties understand and agree that Contractor cannot be responsible for delays from causes beyond Contractor's reasonable control.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
Interim City Attorney

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

RAIMI & ASSOCIATES, INC.
a California corporation

Dated: _____

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: _____

Title: _____
Local Address: 2000 Hearst Avenue, Suite 306
Berkeley, CA 94709
Email Address: _____
Telephone: (510) 666-1010
Fax: N/A
"CONTRACTOR"

S:\Attorney\AGREEMENTS\Service\OVER \$50K SERVICE AGREEMENT FORM.doc

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RAIMI & ASSOCIATES, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "City of Santa Clara El Camino Real Precise Plan" dated October 31, 2016, which is attached to this Exhibit A.

In the event of any conflict between the terms of this Scope of Services and the text of the Main Agreement, the terms of the Main Agreement shall control.

All documents prepared under this Agreement, including meeting notices and reports, shall state that the project is funded through the Metropolitan Transportation Commission's Priority Development Area Planning Program. In addition, Contractor shall include the following notation on the front cover or title page of all reports: "The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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CITY OF SANTA CLARA, CALIFORNIA,
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RAIMI & ASSOCIATES, INC.**

EXHIBIT B

FEE SCHEDULE

[DETAIL TO BE ATTACHED]

The total payment to the Contractor for Basic Services shall not exceed \$750,011.00. The amount billed to City for Additional Services shall not exceed the sum of \$159,989. In no event shall the amount billed to City by Contractor for services under this Agreement exceed \$910,000.00, subject to budget appropriations.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability coverage at least as broad as ISO form CA 00 01 with a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such cancellation. In the event of

non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or reduction of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such reduction or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this

Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Planning Division

P.O. Box 100085 – S2

Duluth, GA 30096

or

1 Ebix Way

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RAIMI & ASSOCIATES, INC.**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

RAIMI & ASSOCIATES, INC.

a California corporation

By: _____
Signature of Authorized Person or Representative

Name: _____

Title: _____

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT F

MILESTONE SCHEDULE

[TO BE ATTACHED]

Pending El Camino Real General Plan Amendment and Rezoning Applications as of April, 2017

Projects Wholly within the El Camino Real Focus Area

File Number	Reference Name	Address	Submittal Date	Description	Notes
PLN2016-11686	Mariani	2490 - 2500 El Camino Real	January, 2016	General Plan Amendment from Community Mixed Use to Regional Mixed Use and Planned Development Rezoning to allow 332 market rate residential units and 66 senior residential units totaling 398 dwelling units, a 306-room hotel with a 6,000 square foot restaurant comprising 205,197 square feet of commercial space on a 7.14 acre site	Notice of Preparation of an Environmental Impact Report issued in February, 2017.
PLN2017-12578	Vidovich	3402 El Camino Real	March, 2017	Planned Development Rezoning to allow a mixed-use project with 66 apartment units, 9,440 square feet of retail, amenities on the third floor, surface parking, and two-level garage parking on a 2.27 gross acre site	Recently filed; replacing a burned down shopping center.

Projects Partially Inside the El Camino Real Focus Area

PLN2016-12053	The Ridge Crest Group/ Omid Shakeri	1530-1540 Pomeroy Avenue	July, 2016	Planned Development Rezoning from Low Density Multiple Dwelling (R3-18D) and Agriculture (A) to Planned Development (PD) to construct eight attached townhomes on a 0.48 acre site with Tentative Subdivision Map for eight private residential lots and one common lot for driveway and guest parking areas	Draft Mitigated Negative Declaration is close to being ready for public circulation. The 1540 Pomeroy Avenue parcel is within the El Camino Real Focus Area, while the 1530 Pomeroy Avenue is not.
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Projects on El Camino but Wholly Outside the El Camino Real Focus Area

PLN2017-12489	Prometheus (formerly Irvine's Mission Town Center)	575 Benton at El Camino Real	February, 2017	General Plan Amendment from High Density Residential to Very High Density Residential and Planned Development Rezoning to construct a mixed-use residential development project that consist of 355 apartment units, 8 live-work units, and 14,171 square feet of retail on a ~5.7 gross acre site	For informational purposes only. Project is located along El Camino Real but outside the Focus Area boundaries.
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