

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
ALTA PLANNING + DESIGN, INC.**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Alta Planning + Design, Inc., a California corporation, with its principal place of business located at 711 SE Grand Avenue, Portland, Oregon 97214 (“Consultant” or “Alta”), 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 Consultant 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 design professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and,
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers, and licensed professional land surveyors; and,
- C. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, 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,
- D. 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. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Consultant shall furnish all technical and design professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by City at his/her own risk and expense. 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. Consultant acknowledges that the execution of this Agreement by City is predicated upon representations made by Consultant in that certain document entitled “Proposal to City of

Santa Clara: Pedestrian Master Plan” dated June 8, 2018 (“Proposal”) set forth in Exhibit A, which constitutes the basis for this Agreement.

2. 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 June 30,2021.

3. CONSULTANT’S SERVICES TO BE APPROVED BY A LICENSED DESIGN PROFESSIONAL.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. QUALIFICATIONS OF CONSULTANT - STANDARD OF WORKMANSHIP.

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

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Consultant’s operation conforms to City policy and 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 applicable City, county, state, and federal requirements. If any action of Consultant constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

6. WARRANTY.

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

7. PERFORMANCE OF SERVICES.

Consultant shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Consultant 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 Consultant is for the acts and omissions of persons directly employed by it. Consultant will perform all Services in a safe manner and 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 CONSULTANT.

Consultant 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 and Consultant shall be and remain liable to City in accordance with applicable law for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Consultant shall not in any respect absolve Consultant from the responsibility Consultant 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 Consultant's complete performance of Services, City shall pay Consultant for all materials provided and services rendered by Consultant at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

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

11. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit E, entitled "MILESTONE SCHEDULE" if applicable.

12. 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, Consultant shall discontinue further services as of the effective date of termination, and City shall pay Consultant for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Consultant 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. Consultant shall not hire subcontractors without express written permission from City.

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 CONSULTANT.

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

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Consultant have the authority or power to pledge the credit of City or incur any obligation in the name of City. Consultant 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 Consultant 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 Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant 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 Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Consultant 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, collected, prepared or caused to be prepared under this Agreement shall become the property of City upon final payment to Consultant, but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use or modification of said material. However, Consultant 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.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant 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.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

21. CORRECTION OF SERVICES.

Consultant 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 Consultant.

22. FAIR EMPLOYMENT.

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Consultant agrees to protect, 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 out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance, or non-performance, of services under this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant 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.

25. AMENDMENTS.

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

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Consultant. 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.

27. 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.

28. WAIVER.

Consultant agrees that waiver by City 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.

29. NOTICES.

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

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 983-0931

And to Consultant addressed as follows:

Name: Hugh Louch
Address: Alta Planning + Design, Inc.
711 SE Grand Avenue
Portland, OR 97214
or by facsimile at (510) 788-6465

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. 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.

31. 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.

32. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant 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.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Consultant shall comply with the City's Ethical Standards, a copy of which is set forth in Exhibit D, attached hereto and incorporated into this Agreement.

34. AFFORDABLE CARE ACT OBLIGATIONS.

To the extent Consultant 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, Consultant 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 Consultant's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant 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. Consultant will advise City if a conflict arises.

36. PREVAILING WAGES.

- A. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California

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
City Attorney

DEANNA J. SANTANA
City Manager

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

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

“CITY”

ALTA PLANNING + DESIGN, INC.
A California corporation

Dated: _____

By: _____

(Signature of Person executing the Agreement on behalf of
Consultant)

Name: _____

Title: _____

Local Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

“CONSULTANT”

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**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
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EXHIBIT A

SCOPE OF SERVICES

Task 1. Project Initiation

TASK 1.1 KICK-OFF MEETING

The Alta team will plan and facilitate a project kick-off meeting to clarify the project scope, background, expectations, and measures of success. Alta will prepare the agenda and meeting notes. Alta will prepare and present the City with a data and plan request memo.

Task 1 Deliverables

- Project work plan
- Kick-off meeting (agenda and notes)
- Data and Plan Request Memo

Task 2. Outreach Strategy and Implementation

Throughout the project, Alta's Project Manager will coordinate continuously with the City of Santa Clara Project Manager, including teleconference meetings twice per month, e-mails, and written communication to keep the City up-to-date on plan development. In addition to the ongoing communication, the Alta Project Manager will provide monthly project status reports that will include:

- Task deliverable status, budget spent, and budget remaining
- Schedule status
- Deliverables submitted
- Deliverables to be submitted in the following month

TASK 2.1 PROJECT PROMOTION/WEBSITE

Alta will work with City staff to develop a project website for the City of Santa Clara Pedestrian Master Plan process to promote outreach and education materials, document workshops, promote the community survey (Task 2.2), public events, and walking tours as well as allow members of

the public to provide feedback on the Draft Plan and eventually view the Final Plan. The website will be housed on the City's existing Public Works/Traffic Engineering website. Alta will also help promote the project by developing narrative the City could publish through social media platforms and local newspapers and newsletters.

TASK 2.2 COMMUNITY SURVEY

Alta will develop a community survey to solicit feedback from residents and employees on their vision for walking in Santa Clara. Alta will employ multiple methods for collecting input such as visual preferences to understand the street elements that make a road more desirable and comfortable for walking. The survey will be made available on the project website (Task 2.1).

TASK 2.3 COMMUNITY WORKSHOPS #1 AND #2

Alta will hold the first round of community workshops to introduce the project to the public, define project parameters, inform the community of project opportunities and constraints, and solicit opinions from the community to shape Plan recommendations. The City will secure meeting rooms, distribute meeting notices, and make other logistical arrangements as necessary. At least one workshop will be held within a community of concern.

TASK 2.4 WALKING TOURS

Alta and City staff will invite Elected Officials and members of the public, BPAC, Senior Advisory Commission, and Americans with Disabilities Act (ADA) Committee to attend three walking tours to identify problem areas as well as popular/preferred walking areas within Santa Clara. Alta will lead the tours and will work with City staff to identify the three neighborhoods and routes to conduct the tours.

TASK 2.5 SCHOOL WALK AUDITS

Alta will conduct walk audits with district administrators, school staff, parents, and City staff. Based on observations and input received from the audits, Alta will prepare a set of walk audit recommendations and improvement plan for each of the following schools:

- Central Park Elementary School
- Pomeroy Elementary School
- Laurelwood Elementary School
- Buchser Middle School
- Millikin Elementary School

TASK 2.6 OUTREACH EVENTS

Alta will hold up to three (3) outreach events (also known as mobile workshops or pop-ups) at well-attended local events such as the Farmer's Market, Earth Day, and the Art & Wine Festival.

The objective of our engagement at these events is to inform the community of the Plan and solicit feedback around their preferred walking destinations, routes, and barriers. Alta will also attend up to four (4) stakeholder meetings to engage with City commissions, boards, or other organizations interested in improving the walking environment in Santa Clara

TASK 2.7 COMMUNITY WORKSHOP #3

Alta will hold Community Workshop #3 to present and obtain input on proposed Draft Plan concepts and recommendations (Task 5.1). Alta proposes an open house format where the community can directly engage with Alta and City staff and provide feedback on each concept or set of recommendations. Input received will help shape the full Draft Plan (Task 6.2). The City will secure the meeting room, distribute meeting notices, and make other logistical arrangements as necessary.

TASK 2.8 COMMUNITY WORKSHOP #4

Alta will hold Community Workshop #4 to present the full Draft Plan to the community to ensure public input was addressed and to receive any final input prior to presenting to the BPAC, Senior Advisory Commission and ADA Committee (Task 6.3 through 6.5). The City will secure the meeting room, distribute meeting notices, and make other logistical arrangements as necessary.

TASK 2.9 BPAC MEETINGS

The Santa Clara BPAC is a valuable stakeholder group. Alta will meet with the Santa Clara BPAC to gather input on needs and recommendations up to four (4) times during the Plan development process to gather input and review deliverables.

Task 2 Deliverables

- Promotion materials for project website
- Online survey, results, and analysis
- Agenda, presentation, summary, photos for four community workshops
- Walking routes, summary, and photos for three (3) walking tours
- Walk audit recommendations maps for five schools
- Summary and photos from three outreach events
- Presentations and summaries from three BPAC meetings

Task 3. Existing Conditions

TASK 3.1 IDENTIFY EXISTING CONDITIONS

Alta will collect and review existing plans, policies, programs, and data relevant to the Pedestrian Master Plan. The City has a GIS record of curb ramps and existing sidewalk segments. Pedestrian counts will be conducted at up to ten locations throughout the City. Alta will analyze and confirm public input received on existing gaps and deficiencies in the pedestrian network from Tasks 2.3, 2.4, and 2.5 through field work.

TASK 3.2 PREPARE BASE MAP

Alta will prepare a base map in GIS that shows existing pedestrian network and destinations such as schools, libraries, recreation centers, parks, trails, employment and shopping centers, transit stations, and high frequency or heavily used bus stops.

TASK 3.3 DEVELOP GOALS, POLICES, AND OBJECTIVES

Alta will develop a set of goals, policies, and objectives based on Tasks 2.3 through 2.6 and Task 3.1 that will guide future development of pedestrian facilities. Each goal will be paired with a series of related policies or objectives by which to accomplish the goal.

Task 3 Deliverables

- Working Paper 1: Existing Conditions with plan review summary, pedestrian count information, and gap
- Base map
- Goals, policies, and objectives for Plan

Task 4. Needs Analysis

TASK 4.1 CONNECTIVITY ANALYSIS

Alta will conduct a connectivity analysis that will be customized for Santa Clara. The analysis will measure the change in pedestrian connectivity in various scenarios (existing, low, mid-, and high investment) as they relate two major issues that contribute to a lack of pedestrian activity: jobs-housing imbalance and major roadways serving as barriers to walking.

TASK 4.2 LAND USE AUDIT

Walkability is a function of having both convenient and comfortable routes and a variety of destinations within close proximity. Santa Clara's zoning and development policies can help create that mixture of walkable destinations. Alta will conduct a land use audit to assess all relevant existing zoning, design standards, design guidelines, and streetscape standards. The audit will include recommendations for updates as appropriate to achieve a higher degree of pedestrian-oriented design.

TASK 4.3 PEDESTRIAN COLLISION ANALYSIS

Alta will conduct a pedestrian collision analysis using the City's Crossroads data and potentially supplementing with SWITRS. We will further refine the analysis by developing a High Injury Network to identify corridors and intersections where for the highest incidences of severe and fatal pedestrian collisions occurred.

TASK 4.4 NEEDS AND GAPS ANALYSIS

Alta will conduct an analysis of the pedestrian network by identifying challenges, needs, and gaps using input from Task 2 and from the City's existing Sidewalk and Curb Ramp Maps. We will deliver this analysis in the form of a working paper with supporting maps, graphics, photos, and tables for City review.

Task 4 Deliverables

- Working Paper 2 with connectivity, land use, collision (including map), and needs and gaps analyses

Task 5. Recommendations

TASK 5.1 DEVELOP PEDESTRIAN RECOMMENDED IMPROVEMENTS

Using the latest Caltrans, FHWA, ITE, and NACTO guidance, Alta will develop a list and map of cost-effective pedestrian recommendations using information from Tasks 2, 3, and 4. Once vetted by the City, these recommendations will be presented to the public at Community Workshop #3 (Task 2.7). Alta will also develop project prioritization criteria based on project goals.

TASK 5.2 DESIGN STANDARDS RECOMMENDATIONS

Alta has delivered easy-to-follow, Caltrans and MUTCD compliant pedestrian guidelines to dozens of clients in California. Alta will review and recommend updates to existing City design standards based on best practice sources, guidelines, and City staff input.

TASK 5.3 DEVELOP SAFE ROUTES TO SCHOOL WALKING MAPS

Alta will develop Safe Routes to School Walking Maps for the five schools listed in Task 2.5 based on findings from the school walk audits. The maps will show locations of stop sign and traffic signal-controlled intersections, controlled and uncontrolled marked crosswalks, crossing guards, and other features that would concern student safety when walking to school.

TASK 5.4 PROJECT IMPLEMENTATION STRATEGY RECOMMENDATIONS

Alta will develop a project prioritization list and implementation strategy based on Task 5.1. Each project will be scored and ranked on its ability to meet strategic goals as well as the level of effort and resources required to implement it. Projects that have high strategic importance such as providing a safe route to school and are easy to implement such as painting a high-visibility

crosswalk may be prioritized as a high priority project. Projects that have strategic value, but are difficult to implement represent long-term projects. Recommendations that are lower strategic value, but easily implementable are the “quick wins” or low-hanging fruit. High Priority, Long-Term, and Quick Wins will have a realistic phasing plan based on the availability of staff resources and funding.

TASK 5.5 DEVELOP CONCEPTUAL DESIGNS AND COST ESTIMATES

Alta will develop concept plans and detailed cost estimates for up to five (5) priority project corridors or zones identified in Task 5.4 and with direction for City staff. These concept designs will combine projects at five strategic locations such as along a high collision or pedestrian priority corridor, near a school or university, and/or in a disadvantaged neighborhood. Concept designs may include a combination of street redesign, pavement markings, new signals or beacons, or other elements. These concept designs and cost estimates are ideal for inclusion in Caltrans ATP and HSIP grant applications to help the City secure funding for more resource-intensive recommendations.

TASK 5.6 IDENTIFY POTENTIAL FUNDING SOURCES

Alta will review and identify potential funding sources for project and program implementation.

Task 5 Deliverables

- Working Paper 3 with recommended projects, programs, prioritization criteria, design standards updates, project priority list, and potential funding sources
- SRTS Walking Maps for five (5) schools
- Concept plans and detailed cost estimates for the top five priority project recommendations

Task 6. Pedestrian Master Plan

TASK 6.1 ADMINISTRATIVE DRAFT PLAN

Alta will compile Working Papers 1, 2, and 3 along with other project deliverables into the Administrative Draft Plan.

TASK 6.2 DRAFT PLAN

Alta will review and incorporate one set of internally consistent client comments on the Administrative Draft Plan to develop the Public Draft Plan. This will be presented to the public on the project website (Task 2.1) and at Community Workshop #4 (Task 2.8).

TASK 6.3 BPAC MEETING

Alta will work with the City and the BPAC to review, solicit feedback, resolve any critical issues, and respond to any questions about the Draft Plan (Task 6.2).

TASK 6.4 SENIOR ADVISORY COMMISSION MEETING

Alta will work with the City and the Senior Advisory Commission to review, solicit feedback, resolve any critical issues, and respond to any questions about the Draft Plan (Task 6.2).

TASK 6.5 AMERICANS WITH DISABILITIES ACT COMMITTEE MEETING

Alta will work with the City and the ADA Committee to review, solicit feedback, resolve any critical issues, and respond to any questions about the Draft Plan (Task 6.2).

TASK 6.6 FINAL PEDESTRIAN MASTER PLAN

Based on one set of internally consistent set of client comments, Alta will address comments to the Draft Plan using feedback from the BPAC meeting (Task 6.3), Senior Advisory Commission Meeting (Task 6.4), ADA Committee Meeting (Task 6.5), and Community Workshop #4 (Task 2.8). Upon final approval of the Plan, Alta will share an electronic copy and ten (10) hard copies of the Final Pedestrian Master Plan with the City. Alta will also develop a draft City Council Resolution for Task 6.7.

TASK 6.7 CITY COUNCIL ADOPTION

Alta and City staff will present the Final Pedestrian Master Plan (Task 6.6) to City Council. Alta will respond to questions and resolve any critical issues at this time.

Task 6 Deliverables

- Administrative Draft Plan
- Draft Plan
- BPAC meeting presentation and notes
- Senior Advisory Commission meeting presentation and notes
- ADA Committee meeting presentation and notes
- Final Plan
- Draft City Council Resolution
- City Council meeting notes and Final Resolution

– End of Exhibit A –

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EXHIBIT B

SCHEDULE OF FEES

I. ORIGINAL PAYMENT AMOUNT

The total payment to the Consultant for all work necessary for performing all tasks, as stated in **Exhibit A**, shall be Two Hundred Seventy-Nine Thousand, Two Hundred and Fourteen Dollars (\$279,214), plus Additional Services, which shall not exceed the sum of Twenty-Seven Thousand, Nine Hundred and Twenty-One Dollars (\$27,921). Billing shall be on a monthly basis proportionate to the services performed for each task completed. In no event shall the amount billed to City by Consultant for services under this Agreement exceed Three Hundred and Seven Thousand, One Hundred and Thirty-Five Dollars (\$307,135), subject to budget appropriations.

II. ADDITIONAL SERVICES

Additional Services shall be provided at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Additional Services are allowed only if written authorization is given by the Director of Public Works in advance of the work to be performed. Additional Services shall not exceed \$27,921 without approval by the City.

III. REIMBURSABLE EXPENSES

None included in fee schedule.

IV. PAY RATE SCHEDULE

Basic Services:

Compensation shall be in proportion to services rendered and shall be billed monthly as percentages of completion for each task listed below. Fees shall be on a time and materials basis and not-to-exceed (TMS, nte) per task as listed below:

1. Task 1.0: Project Initiation	\$3,722
2. Task 2.0: Outreach Strategy and Implementation	\$92,944
3. Task 3.0: Existing Conditions	\$22,600
4. Task 4.0: Needs Analysis	\$38,032
5. Task 5.0: Recommendations	\$69,836
6. Task 6.0: Pedestrian Master Plan	\$52,080
TOTAL (not-to-exceed).....	\$279,214

V. RATE SCHEDULE

The rates for Basic Services and any authorized Additional Services are shown below:

Position Title	Hourly Rate*
Senior Principal	\$325
Principal	\$272
Principal	\$247
Principal	\$220
Principal, Senior Associate	\$205
Principal, Senior Associate	\$185
Principal, Senior Associate	\$180
Principal, Senior Associate	\$175
Principal, Senior Associate	\$170
Senior Associate, Associate	\$163
Senior Associate, Associate	\$155
Senior Associate, Associate	\$150
Associate, Senior	\$142
Associate, Senior	\$137
Associate, Senior	\$129
Senior + Level I	\$115
Senior + Level I	\$106
Level I + Level II	\$98
Level I + Level II	\$88
Administration	\$74
Intern	\$67

* Rates are presented in US Dollars (US\$) and are subject to change at any time. However, the total cost of the contract will not be exceeded even if hourly rates may change.

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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

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 Consultant; 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 Consultant 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 insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits 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.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

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 Consultant 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. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. 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 Consultant's work for City, using 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 Consultant 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 Consultant's insurance.
3. Cancellation.
 - a. 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, except Workers' Compensation, shall contain language or be endorsed to reflect that no cancellation 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 modification 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 E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant 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 Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant 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. Consultant 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. Consultant 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 Consultant for the cost of additional insurance coverage required by this

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EXHIBIT D

**ETHICAL STANDARDS FOR CONSULTANTS 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 Consultant¹ does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² 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 consultant 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 Consultant can be imputed to the Consultant when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Consultant, with the Consultant's knowledge, approval or acquiescence, the Consultant'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 Consultant 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 Consultant 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, Consultant'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 Consultant 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 Consultant.

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

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EXHIBIT E

MILESTONE SCHEDULE

Project Schedule

Santa Clara Pedestrian Plan

Task	2018				2019											
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
1 Project Initiation	[Task Progress]															
2 Outreach Strategy and Implementation	[Task Progress]															
3 Existing Conditions	[Task Progress]				[D R]											
4 Needs Analysis	[Task Progress]				[D R]											
5 Recommendations					[Task Progress]				[D R]							
6 Pedestrian Master Plan					[Task Progress]				[D R]		[D R]		[D R]			

LEGEND

[Grey Box]	Task Progress
[D Box]	Deliverable
[R Box]	Client Review