

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

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Alta Planning + Design, Inc., a Corporation, (Contractor). 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 the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor 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 TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

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 November 17, 2020 and terminate on November 17, 2023.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor 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. WARRANTY

Contractor shall use the standard of care in its profession to perform the services under this Agreement. Contractor 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 Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, 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 specialist in the same discipline in the State of California during the same period of time.

6. 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 in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Four Hundred and Sixteen Thousand, Three Hundred and Forty-Seven Dollars (\$416,347), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

Contractor may terminate this Agreement after ten (10) days' prior written notice to City if City breaches this Agreement or fails to pay Contractor pursuant to the terms of this Agreement.

Should termination occur, Contractor shall be compensated for the satisfactory work completed to the date of termination and City shall not retain ownership of work product until payment is rendered to Alta.

Any unauthorized transfer, reproduction or re-use of projects delivered by Contractor in connection with Services performed under this Agreement which were not complete upon termination of this Agreement but which City may possess shall be at City's sole risk.

- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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 without express written permission from 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.

9. 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.

10. 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 to manage its employees in their performance of Services under this Agreement.

11. 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.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City upon full payment to Contractor, 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.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. 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 bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor 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 such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. 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 as set forth in Exhibit C.

16. WAIVER

Contractor 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. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed 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.

17. 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, CA 95050
and by e-mail at CShariat@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Alta Planning + Design, Inc.
304 12th Street, Suite 2A
Oakland, CA 94607
and by e-mail at emilyduchon@altaplanning.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS 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.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO 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.

22. GOVERNING LAW 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.

23. 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.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

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.

CONTINUED ON PAGE 8

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ALTA PLANNING + DESIGN, INC.
A California corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below. The limits of the project are along Pruneridge Avenue from Pomeroy Avenue to Winchester Boulevard.

1. TASK 1: PROJECT INITIATION

1.1. Project Kick-off Meeting with Consultant

Upon receipt of a written "Authorization to Proceed" from the City, the City will hold a kick-off meeting with the selected CONSULTANT team to review project scope, data requests, deliverables, and timeline. Caltrans staff will be invited to attend. Eligible expenditures for this sub-task will include travel expenses.

Responsible Party: The City/Consultant

1.2. Staff Coordination with Consultant

Biweekly face-to-face or conference call project team meetings with CONSULTANT will be held to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Responsible Party: The City/Consultant

Task	Deliverable
1.1	<i>Meeting agenda and minutes</i>
1.2	<i>Biweekly meeting minutes including action items</i>

2. TASK 2: OUTREACH STRATEGY AND IMPLEMENTATION

Note: All meetings will be publicly noticed to ensure maximum attendance. All public notices will be in English, Chinese, and Spanish – the three primary languages spoken at home in Santa Clara. Translators and sign language interpreters will be present at all workshops if requested.

2.1. Project Promotion/Website

Develop a project website for the City of Santa Clara Pruneridge Avenue Complete Streets Plan process to promote outreach and education materials, document workshops, public events, and allow members of the public to provide feedback on items and deliverables presented at the public meetings and workshops such as the Public Draft Plan and Final Plan.

Responsible Party: Consultant

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2.2. Community Survey

An online community survey will be developed to solicit public input to identify current barriers and recommendations for suggested multimodal improvements along the corridor from citizens unable to attend community workshops or outreach events.

Responsible Party: Consultant

2.3. Stakeholder Interviews

Up to four (4) individual interviews or group listening sessions will be conducted with diverse key stakeholders such as school representatives, public health advocates, local elected officials, and business community leaders, and Communities of Concern/Disadvantage Community representatives to understand their mobility needs along the corridor. Consultant will host the listening session over Zoom and create topic specific breakout rooms to facilitate small group discussion. Consultant staff will facilitate the meeting and take notes. Eligible expenditures for this sub-task will include travel expenses and meeting supplies.

Responsible Party: Consultant

2.4. Community Workshop #1 and #2

These two workshops will introduce the study and project to the public, define the scope of the study, inform the community of project opportunities and constraints, introduce the project website, and solicit feedback from the community about the corridor and to shape Plan recommendations. Recruitment and advertisement for all workshops will occur through all of the City of Santa Clara social media channels such as Facebook, Twitter, and Next Door. In addition, the consultant will work with direct service providers and community-based organizations to recruit Communities of Concern/Disadvantaged Community members.

Depending on County health orders and in consultation with City staff, the workshops may be held virtually. The workshops will be hosted on Zoom online software and live streamed via Facebook and Youtube. The workshops will solicit ideas from the public by creating online break-out groups and ask the community for ideas for improved infrastructure along the study corridor based on their observations, conversations, and user experience. Eligible expenditures for this sub-task may include travel expenses, meeting supplies, and caption services as needed and budget permits.

Responsible Party: Consultant

2.5. Outreach Events

Outreach will be conducted at up to four (4) events in order to inform the community of the Plan, gather feedback from the community regarding their multi-modal mobility concerns along the corridor, and/or solicit feedback from the community about the conceptual design alternatives. Outreach for the project will be conducted in the following ways:

- **Project Phone Number:** Consultant will create a project phone number where residents can call and leave a voicemail message to share input. This will be useful for residents who do not have access to the internet or do not feel comfortable taking an online survey.
- **Postcard Notifications:** Consultant will develop and distribute a mailed postcard to every address within ½ mile of the study corridor. Postcards will be mailed two (2) times in the plan development process to encourage participation via the online survey, attending an online community workshop, or to review draft materials and provide feedback.
- **Sidewalk Decals:** Consultant will develop ten (10) temporary sidewalk decals twenty inches by twenty inches and include the project website URL and phone number to encourage resident participation in the online survey and sign-up for email updates. Consultant will manage decal production and installation.

In addition, the Consultant will attend up to five (5) stakeholder meetings to present to City commissions, boards, or other outside organizations to solicit feedback related to conceptual design alternatives and public draft deliverables as discussed in Tasks 3.4 – 3.6. Alta will attend these meetings by video teleconference. Eligible expenditures for this sub-task will include travel expenses and meeting supplies.

Responsible Party: Consultant

2.6. Community Workshop #3 and #4

These two workshops will present and obtain input on proposed draft concepts of the plan to the community. Public comments will be used to help finalize the concept plans.

Depending on County health orders and in consultation with City staff, the workshops may be held virtually. The workshops will be hosted on Zoom online software and live streamed via Facebook and Youtube. The workshops will solicit ideas from the public by creating online break-out groups that will provide feedback with any additional ideas to improve the draft concepts. Eligible expenditures for this sub-task may include travel expenses, meeting supplies, and caption services as needed and budget permits.

Responsible Party: Consultant

2.7. Community Workshop #5 and #6

This round of workshops will present and obtain input on the proposed Draft Plan to the community and solicit feedback from the public about the corridor plan findings. Public comments will be used to help finalize the conclusions and recommendations of the plan. At least one workshop will be held within a community of concern.

Depending on County health orders and in consultation with City staff, the workshops may be held virtually. The workshops will be hosted on Zoom online software and live streamed via Facebook and Youtube. At the workshops, the public will be asked to select their preferred alternative based on the findings of the analysis. Eligible expenditures for this sub-task may include travel

expenses, meeting supplies, and caption services as needed and budget permits.

Responsible Party: Consultant

2.8. BPAC Meetings

The consultant will meet with BPAC to gather input and feedback three (3) times during the Plan development process. This does not include Tasks 4.3 and 4.5 BPAC meetings. Eligible expenditures for this sub-task will include travel expenses and meeting supplies.

Responsible Party: Consultant/The City

Task	Deliverable
2.1	<i>Project website, promotion materials</i>
2.2	<i>Online survey results and analysis</i>
2.3	<i>Stakeholder interview questions and Stakeholder interview summary memo</i>
2.4	<i>Powerpoint presentation, workshop summary, photos. Summaries will be converted into Plan appendix in Task 4.1.</i>
2.5	<i>Outreach materials and photos</i>
2.6	<i>Powerpoint presentation, workshop summary, polling summary, photos. Summaries will be converted into Plan appendix in Task 4.1.</i>
2.7	<i>Powerpoint presentation, workshop summary, polling summary, photos (two meetings). Summaries will be converted into Plan appendix in Task 4.1.</i>
2.8	<i>Powerpoint presentation and BPAC meetings and notes</i>

3. TASK 3: CORRIDOR TRAVEL ANALYSIS

3.1. Information Gathering and Identify Existing Conditions

- Collect and review previous studies, plans, policies, and data completed along this corridor.
- Conduct a site visit of the corridor to analyze existing traffic operations, including queuing issues, and identify opportunities and constraints along the corridor during the site visit. Consideration will be given to the existing and future land use, traffic volumes, topography, public right-of-way availability, and physical barriers; bicycle, pedestrian, and vehicular functional and spatial requirements for lane striping, sidewalk improvements, ADA accessibility, landscaping and other constraints and opportunities for access or enhancement. Site visit can include Consultant, City staff, City elected officials, BPAC, and selected stakeholders. Eligible expenditures for this sub-task will include travel

expenses.

- Gather background data such as the following:
- AM (7-9) and PM (4-6) peak period counts at 25 study intersections, including bicycle and pedestrian counts, along either Pruneridge Avenue, Forbes Avenue, Homestead Road, and Mauricia Avenue,
 - The consultant has recent (pre-COVID) historical counts from the past two years for 10 of the 22 count locations, including four locations on Pruneridge Avenue. The consultant will apply a growth factor to estimate 2021 normal conditions. The City of San Jose is using a growth factor of 1% per year which is a typical growth factor. For areas of low growth, a lower factor, or even no growth, can be assumed. Growth factors of higher than 1% per year would represent a very high rate of growth but may be appropriate in some areas.

The historical counts, adjusted for annual growth, will provide a baseline for normal conditions in 2021. The consultant will collect counts at these 10 locations in 2021 to compare how different they are from estimated normal conditions based on historical data. This factor will be used for locations where there is no historical data to make adjustments. For example, if the historical data, adjusted for annual growth, is 14 percent higher than the data we collect at the same location in 2021, we will know to adjust all count locations +14% to estimate normal Pre-COVID conditions.

The consultant will adjust the 2021 counts for the remaining 12 locations without historical data based on the factor describe above. The following table explains how data will be collected at the study intersections.

Count Location	Strategy
Pruneridge & Pomeroy	Estimated
Pruneridge & Cronin	Estimated
Pruneridge & Woodhams	Estimated
Pruneridge & Kiely	2019 Historical Counts + Growth Factor
Pruneridge & Tanoak	Estimated
Pruneridge & San Tomas Expwy	2018 Historical Counts + Growth Factor
Pruneridge & Saratoga	2018 Historical Counts + Growth Factor
Pruneridge & Cypress	Estimated
Pruneridge & Los Padres	Estimated
Pruneridge & Winchester	2019 Historical Counts + Growth Factor
Homestead & Pomeroy	2018 Historical Counts + Growth Factor
Homestead & Woodhams	Estimated
Homestead & Kiely	2018 Historical Counts + Growth Factor
Homestead & San Tomas Expwy	2018 Historical Counts + Growth Factor
Homestead & Los Padres	2019 Historical Counts + Growth Factor
Forbes & Pomeroy	Estimated
Forbes & Woodhams	Estimated

Count Location	Strategy
Forbes & Kiely	2018 Historical Counts + Growth Factor
Forbes & San Tomas Expwy	2018 Historical Counts + Growth Factor
Mauricia & Cronin	Estimated
Mauricia & Woodhams	Estimated
Mauricia & Kiely	Estimated

- Seven-day directional vehicle classification counts at three locations along the corridor, and
- Five travel time runs will be conducted in each direction in the AM (7-9) and PM (4-6) peak periods using a GPS device and the floating car travel time methodology.
- Develop aerial base maps for design and analysis work and for use at meetings and public events.
- Summarize task findings in Working Paper #1: Existing Conditions. City staff and Caltrans will provide a consolidated set of comments on the draft working paper to Consultant and Consultant will then respond to comments and prepare the final working paper.

Responsible Party: Consultant

3.2. Identify Near-Term and Future Conditions

- Near-Term and Future forecasts for a given year to be selected in coordination with the City will be developed for the Plan.
- Near-Term peak hour intersection traffic volumes will be developed either by using an annual growth rate, the addition of project traffic from approved projects from both the City and adjoining jurisdictions, or through the use of a travel demand model.
- Future forecast, i.e., horizon year, peak hour intersection traffic volumes will be developed either by using an annual growth rate, the addition of project traffic from approved and pending projects from both the City and adjoining jurisdictions or through the use of a travel demand model.

Responsible Party: Consultant

3.3. Collision Analysis

- Conduct a collision analysis using Crossroads data and data from the Statewide Integrated Traffic Records System (SWITRS) for a minimum of four years provided by City staff. Crossroads is software used by Santa Clara to track collisions that can be accessed by all City departments. A summary of the collision data will be included in Task 4.1 and a public facing map showing high injury locations along the corridor will be created and used at outreach events. In addition, this collision data summary will be used to identify locations for improvements at intersections or segments along the corridor.

Responsible Party: Consultant

3.4. Parking Utilization Study

- Parking demand and supply will be collected for three continuous days (Tuesday through Thursday) during the 7-9 AM, 11 AM- 2 PM, and 2-4 AM time periods and on a Saturday from 11 AM – 2 PM and 5-8 PM time periods along each block and one block up of each side street every half hour along the corridor. In addition, the parking demand and supply of the private driveways along the corridor will also be collected during a weekday (Tuesday, Wednesday, or Thursday) from 2-4 AM. The parking utilization study findings will be utilized in the development of the alternatives with parking impacts quantified and discussed.
- Summary of parking utilization study will be presented in Working Paper#2: Parking Study Results. City staff, key stakeholders, and Caltrans will provide a consolidated set of comments on the draft working paper to Consultant and Consultant will then respond to comments and prepare the final working paper.

Responsible Party: Consultant

3.5. Develop Conceptual Designs and Cost Estimates

- Develop up to three conceptual design alternatives and cost estimates for the corridor to be studied in Task 3.6 based on the existing conditions report and input from stakeholder interviews, community workshops, and outreach events. The Consultant will review the conceptual design alternatives with the City, key stakeholders, and Caltrans and the feedback received will guide the development of the “final” conceptual designs.

Responsible Party: Consultant

3.6. Corridor Analysis

- Conduct up to 25 intersection control delay analyses at key intersections during the AM (7-9) and PM (4-6) peak periods existing no project, near-term no project, future no project, existing plus project, near-term plus project, and future plus project conditions for all three plan alternatives. The software used to evaluate the 25 study intersections will be selected in consultation with the City. This delay analysis will be used for planning and operational safety purposes and can inform the public with regard to the level of delay that will be experienced and ultimately balances the needs of all users of the roadway.
- Conduct a queuing analysis (95th percentile) at 25 study intersections.
- Calculate corridor travel times without and with each of the three alternatives under existing, near-term, and cumulative conditions.
- Conduct multimodal level of service analysis for pedestrians and bicyclists along the corridor to be able to identify safety issues for these vulnerable groups using the roadway and provide this information to the community.

- Calculate Vehicle Miles Travelled (VMT) without and with the project for each plan alternative under existing, near-term, and future conditions.
- Summary of findings of corridor analysis will be presented in Working Paper#3: Corridor Analysis Results. City staff, key stakeholders, and Caltrans will provide a consolidated set of comments on the draft working paper to Consultant and Consultant will then respond to comments and prepare the final working paper.

Responsible Party: Consultant

3.7. Multimodal Simulation Modeling

- Multimodal Simulation modeling will be prepared for existing, near-term, and future year baseline conditions along with the three conceptual design alternatives for the AM and PM peak periods. Bicycle and pedestrian movements and friction generated by fronting residential driveways will be incorporated into the model. The existing conditions model will be calibrated against field observations of intersection queuing and travel time outputs.
- Output from the model such as vehicle hours of delay, greenhouse gas emissions, and roadway segment travel times for existing, near-term, and future baseline along with the three conceptual design alternatives during the AM and PM peak periods will be incorporated into Task 4.1 Administrative Draft Plan.
- Simulation videos for existing conditions and future year conditions with the three conceptual design alternatives will be created to be used during Task 2.7 Community Workshop #5 and #6.

Responsible Party: Consultant

Task	Deliverable
3.1	<i>Draft Working Paper #1 : Existing Conditions Final Working Paper #1: Existing Conditions Aerial and plan view digital and Printed Large (3' x 4') Base Maps (estimated 6 total) Attendance of Site Visit, field notes, and photos.</i>
3.2	<i>Near-Term and Future Intersection Volume Forecasts</i>
3.3	<i>Map of Collision Data</i>
3.4	<i>Draft Working Paper #2: Parking Study Results Final Working Paper #2: Parking Study Results</i>
3.5	<i>Draft Conceptual Design Final Conceptual Design and Cost Estimates</i>
3.6	<i>Draft Working Paper #3: Corridor Analysis Results Final Working Paper #3: Corridor Analysis Results</i>
3.7	<i>Simulation models and video of three conceptual design alternatives</i>

4. PRUNERIDGE AVENUE COMPLETE STREETS PLAN

4.1. Administrative Draft Plan

Based on comments received on previous deliverables, public workshops, presentations, and outreach efforts prepare an Administrative Draft Pruneridge Avenue Complete Streets Plan for City Staff and Caltrans review. Chapters/Components that will be considered for inclusion in the Pruneridge Avenue Complete Streets Plan include the following:

- Introduction and Background,
- Study Methodology,
- Existing Conditions,
- Outreach Process,
- Corridor Alternatives,
- Multimodal Analysis of Alternatives,
- Recommendations and Conclusion, and
- Implementation – Next Steps and Funding.

Responsible Party: Consultant

4.2. Draft Plan

Based on City Staff and Caltrans comments on the Administrative Draft Plan, the Plan will be revised into a Public Draft Plan presented to the public in Community Workshops #5 and #6 (Task 2.7).

Responsible Party: Consultant

4.3. BPAC Meeting

Coordinate a meeting with the City of Santa Clara BPAC to review the Draft Plan. Solicit feedback, respond to any questions, and resolve critical issues. Eligible expenditures for this sub-task will include travel expenses and meeting supplies.

Responsible Party: Consultant/The City

4.4. Final Plan

Complete the Final Plan that addresses comments from the BPAC Meeting (Task 4.3), and Community Workshops #5 and #6 (Task 2.7). An electronic copy (PDF and Word) of the final report will be submitted to Caltrans and City. In addition, ten bound hard copies will be submitted to City. Credit of the financial contribution of the grant program will be given on the cover or title page of the report.

Responsible Party: Consultant

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4.5. BPAC Meeting

Coordinate a final meeting with the City of Santa Clara BPAC to present the Final Plan. Any final questions will be answered and BPAC will take action to recommend the approval of the Final Plan to City Council. Eligible expenditures for this sub-task will include travel expenses and meeting supplies.

Responsible Party: Consultant/The City

4.6. Council Adoption

Present the Final Pruneridge Avenue Complete Streets Plan at the City Council meeting. Resolve any critical issues. Adopt Final Pruneridge Avenue Complete Streets Plan. Eligible expenditures for this sub-task will include travel expenses.

Responsible Party: Consultant/The City

Task	Deliverable
4.1	<i>Administrative Draft Plan</i>
4.2	<i>Draft Plan</i>
4.3	<i>Powerpoint presentation, BPAC Meeting notes</i>
4.4	<i>Final Plan</i>
4.5	<i>BPAC Meeting notes</i>
4.6	<i>Digital Presentation, City Council staff report</i>

5. ADDITIONAL TASKS OUTSIDE GRANT SCOPE OF WORK

5.1 Bicycle and Pedestrian Advisory Committee Meeting

The consultant will meet with BPAC to gather input and feedback one (1) additional time during the Plan development process. This is on top of the five (5) meetings discussed in Tasks 1-4 above.

Responsible Party: Consultant/The City

5.2 Data Collection and Analysis

The consultant will collect three-day (Tuesday-Thursday) average daily traffic along with bicycle counts on Pruneridge Avenue between Pomeroy Avenue and the western City limits. An existing AM (7-9) and PM (4-6) peak hour traffic count will be collected at the intersection of Pruneridge Avenue and Pomeroy Avenue and a level of service and queuing analysis will be completed for the intersection. The results of the analysis will be incorporated into the Pruneridge Avenue Complete Streets Plan discussed in Task 4.1 above.

Responsible Party: Consultant

5.3 Existing Conditions Summary Report (Pomeroy Avenue to western City limits)

The results of the analysis in Task 5.2 will be incorporated into the Pruneridge Avenue Complete Streets Plan discussed in Task 4.1 above.

Responsible Party: Consultant

Task	Deliverable
5.1	<i>Powerpoint presentation, BPAC Meeting notes</i>
5.2	<i>Memo of Traffic Analysis Results for Pruneridge Avenue from Pomeroy to western City limit</i>
5.3	<i>Traffic Analysis Results from Task 5.2 from Pomeroy to western City limits to be incorporated into Administrative Draft Plan</i>

EXHIBIT B

SCHEDULE OF FEES

I. ORIGINAL PAYMENT AMOUNT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$362,041. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$54,306. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$416,347 subject to budget appropriations.

Billing shall be on a monthly basis based on the services performed for each task. Consultant shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. All invoices shall provide a written description of work performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in Exhibit A, shall be in proportion to services rendered and on a time and materials not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant services required by this Agreement, as directed by the City, and no additional compensation shall be allowed. The Consultant shall bill time and materials spent on a Task under the appropriate Task. The Consultant shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by CITY prior to performing any services under the task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the work to be performed. Fees for Optional Tasks shall be considered as Basic Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all subconsultant costs, reimbursable expenses, and administrative markups. The following table is a summary of the Tasks based upon the Proposal submitted by ALTA PLANNING + DESIGN, INC. on January 10, 2020 and agreed by CITY and CONSULTANT, attached to this Exhibit B and incorporated herein by reference.

CONSULTANT shall invoice time and expenses according to the subtasks identified in the Proposal.

Description		Amount
Task 1.1	Project Kick-off Meeting with Consultant	\$ 4,378
Task 1.2	Staff Coordination with Consultant	\$ 8,064
Task 2.1	Project Promotion/Website	\$ 1,983
Task 2.2	Community Survey	\$ 4,768
Task 2.3	Stakeholder Interviews	\$ 8,824
Task 2.4	Community Workshop #1 and #2	\$ 16,968
Task 2.5	Outreach Events	\$ 17,574
Task 2.6	Community Workshop #3 and #4	\$ 18,994
Task 2.7	Community Workshop #5 and #6	\$ 17,890
Task 2.8	BPAC Meetings	\$ 5,386
Task 3.1	Information Gathering & Identify Existing Conditions	\$ 25,735
Task 3.2	Identify Near-Term and Future Conditions	\$ 34,468
Task 3.3	Collision Analysis	\$ 5,124
Task 3.4	Parking Utilization Study	\$ 6,722
Task 3.5	Develop Conceptual Designs and Cost Estimates	\$ 36,660
Task 3.6	Corridor Analysis	\$ 48,770
Task 3.7	Multimodal Simulation Modeling	\$ 31,364
Task 4.1	Administrative Draft Plan	\$ 20,368
Task 4.2	Draft Plan	\$ 12,972
Task 4.3	BPAC Meeting	\$ 3,775
Task 4.4	Final Plan	\$ 10,767
Task 4.5	BPAC Meeting	\$ 3,850
Task 4.6	City Council Adoption	\$ 5,673
Task 5.1	BPAC Meeting	\$ 2,425
Task 5.2	Data Collection and Analysis	\$ 5,350
Task 5.3	Existing Conditions Summary Report (Pomeroy to western City limit)	\$ 3,189
Total		\$ 362,041

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed Three Hundred and Sixty-Two Thousand, and Forty-One dollars (\$362,041), subject to budget appropriations.

III. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$54,306 without approval by the City.

IV. RATE SCHEDULE

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Rates by classification are listed below. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

Consultant ALTA PLANNING + DESIGN, INC.:

Classification	Hourly Rate
Senior Principal	\$ 325
Principal	\$ 225-\$275
Principal, Senior Associate	\$185-\$218
Senior Associate	\$165-\$178
Associate, Senior	\$138-\$158
Senior, Level I	\$116-\$126
Level 1, Level 2	\$94-\$106
Administration	\$80
Intern	\$73

Sub-consultant Hexagon Transportation, Inc.:

Classification	Hourly Rate
President	\$ 285
Principal	\$ 245
Senior Associate II	\$ 230
Senior Associate I	\$ 215
Associate II	\$ 195
Associate I	\$ 175
Planner/Engineer II	\$ 155
Planner/Engineer I	\$ 125

Classification	Hourly Rate
Admin/Graphics	\$ 110
Senior CAD Tech	\$ 95
Technician	\$ 75

Sub-consultant Apex Strategies:

Classification	Hourly Rate
President	\$ 284

Allowable sub-consultant markup: 10%

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 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 Contractor'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 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 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, Contractor 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 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. 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 Contractor. 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 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; except for Workers' Compensation for which notice shall be given prior to expiration and according to policy provisions. 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 of the coverage provided for any cause 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 cancellation except for Workers' Compensation for which notice shall be given prior to expiration and according to policy provisions. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal except for Workers' Compensation for which notice shall be given prior to expiration and according to policy provisions.
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

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.

G. 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.

H. 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 Department of Public Works

P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. 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.

EXHIBIT C-06 Professional Service Contract.doc