23-185 **Agenda Date: 3/7/2023**

REPORT TO COUNCIL

SUBJECT
Action on the Agreement with Raimi & Associates, Inc. for Consultant Services to Revise the El Camino Real Specific Plan Draft

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
The City's last General Plan Update in 2010 designated the El Camino Real corridor as a Focus Area for the City's growth, primarily through the development of new midrise (three to five story) residential and mixed-use construction with the goal of transforming the corridor from low-intensity, auto-oriented uses to a more intensive, pedestrian-friendly urban environment. Redevelopment of the corridor is intended to provide new housing capacity while also retaining a significant amount of commercial use. Unlike other General Plan Focus Areas, the General Plan did not require preparation of a Specific Plan for the El Camino Real Corridor, so that new residential development could immediately proceed, helping the City to conform to State Housing Element requirements.

As the housing market recovered in the early 2010s, more than a dozen housing projects moved forward, resulting in the construction of over 1,000 housing units along El Camino Real. As this development was implemented, many community members expressed concerns with the potential impacts of this increased density, including aesthetics, traffic and crowding of services. In response to these concerns, in 2017, the City Council directed staff to prepare the El Camino Real Specific Plan to provide the community with an opportunity to give input and establish more detailed land use policies and design standards for new construction along the corridor. The City selected a consultant, Raimi + Associates, through an RFP process to assist with the preparation of the Specific Plan and appointed a Community Advisory Committee to provide stakeholder input to guide the planning process. Through the community planning process, community members also expressed a desire to modify El Camino Real to add bicycle lanes. The Specific Plan will accordingly provide policy direction for new land development along the El Camino Real corridor, as well as for the future use of the El Camino Real road right-of-way.

2021 Draft Specific Plan
Staff worked with community members and a City Council appointed Community Advisory Committee to prepare an El Camino Real Specific Plan. Elements of the draft Plan, including the proposed land uses and densities, were presented to the City Council for input and direction periodically throughout the planning process, including at a study session in March 2021. A draft Specific Plan, including land uses as recommended by the Community Advisory Committee and consistent with prior Council direction, was presented for City Council adoption at the June 15, 2021 City Council meeting. A key component of the draft Specific Plan would have replaced the two General Plan designations

currently applied to most properties along the corridor (Community Mixed-Use 20-36 du/ac and Regional Mixed-Use 37-50 du/ac) with three finer-grained, more urban designations (Corridor Residential 16-45 du/ac, Corridor Mixed Use 45-65 du/ac and Regional Commercial Mixed Use "Activity Centers" 55-100 du/ac).

Although the proposed land use plan and land use designations had been previously reviewed and supported by the City Council, at the conclusion of the City Council's consideration of the item, the Council directed staff to significantly modify the proposed General Plan Land Use Designations for the Specific Plan so that the maximum heights for the three land use designations would be two, three, and four stories, respectively, and to modify the allowed densities to correspond to these heights.

On July 6, 2021, staff returned to the City Council to provide additional information, and possible alternatives, and requested direction on the next steps for the El Camino Real Specific Plan. Staff explained that the revised height limits would likely correspond to significant reductions in land density from what had been studied in the project Environmental Impact Report (EIR) and require additional funding for CEQA analysis. Based upon discussions with the City's consultant, staff projected that this would require a General Fund appropriation of $200,000 to support preparation of a Vehicle Miles Traveled (VMT) analysis and recirculation of the EIR, economic feasibility analysis, and the rewriting of development standards for the Plan. Staff also explained that several projects that had been waiting to make use of the completion of the Specific Plan CEQA analysis would be delayed while they prepared their own CEQA analysis or wait for the completion of the City's process. Staff presented four options for the Council to consider:

1. Proceed with a significant modification of the Specific Plan, including revision to and recirculation of the project EIR, extending the schedule into 2022 and requiring additional budget appropriation.
2. Proceed with an alternative that would significantly reduce the Specific Plan density but not below a density that would allow use of the current EIR;
3. Discontinue preparation of the Specific Plan; or
4. Prepare City initiated CEQA analysis to support pending project applications.

The Council voted to direct staff to proceed with option 1, modification of the Specific Plan to include the height limits as previously directed by the City Council.

During the City Council discussion on July 6, 2021, some Councilmembers indicated that adoption of objective design standards for the El Camino Real corridor continues to be an important City priority and asked staff if there were alternative ways to adopt such standards. Councilmembers also indicated continued support for the removal of on-street parking in order to create bicycle lanes along the corridor.

On September 28, 2021 staff presented to the City Council two alternatives for revisions to the El Camino Real Specific Plan:

1. Preparation of a new Specific Plan based upon the lower densities directed by City Council; or
2. Implementation of the prior City Council direction through a Roadway Plan and Rezoning.

In this presentation, staff explained that further discussions with the City's consultant and the need to employ a contract planner to oversee the preparation of, essentially, a new Specific Plan would require a budget appropriation of $900,000. Staff suggested that for significantly lower cost, the City

could achieve the objectives of implementing changes to El Camino Real to add bicycle lanes and the adoption of objective design standards through adoption of a Roadway Plan and rezoning of the El Camino Real properties without adoption of a Specific Plan. At the conclusion of the Council's discussion, the Council directed staff to proceed with the preparation of the new, reduced density Specific Plan while also continuing to consider the original Specific Plan and to prepare economic feasibility analyses for both alternatives. The City Council did not however, at that time, approve an accompanying amendment to the City's budget to fund the work.

2022 City Council Action

In June 2022, as part of the adoption of the FY 2023-2024 Capital Improvement Program (CIP) Budget, the City Council approved funding of $1.0 million for staff to proceed with preparation of the reduced density Specific Plan for El Camino Real and directed staff to return to the City Council with alternatives for the scope of the Specific Plan work, including consideration for how to reduce the overall cost.

In September 2022, the City Council directed staff to prepare a significantly modified Specific Plan that retains enough density and elements (e.g., a range of densities that support mixed-use) of the prior Specific Plan so as to be consistent with the prior draft EIR, do an economic study and to include the activity zones with building heights of up to 6 stories as proposed in the 2021 draft Specific Plan, continue consideration of the 2021 draft Specific Plan, and to prepare an economic feasibility analysis of both Plans.

DISCUSSION

In response to the Council action of September 13, 2022, staff worked with consultant Raimi & Associates, Inc. to develop a scope to carry out the direction of the City Council.

As proposed, the attached scope would produce a modified version of the Specific Plan that reduces density, but not below an overall density of 35 units/acre. Raimi & Associates will analyze sites along the corridor that should be redesignated at a lower density (townhomes) based on lot conditions and adjacencies to single-family neighborhoods. This task will result in a revised draft Land Use Map for the corridor with four land use designations:

- Corridor Residential - Townhouse (12-25 du/acre)
- Corridor Residential (26 - 45 du/acre)
- Corridor Mixed-Use (46 - 65 du/acre)
- Regional Commercial Mixed-Use (55 - 100 du/acre)

Because the City Council did not certify the previously prepared Environmental Impact Report (EIR) document in 2021, the revised plan will go through the CEQA process again, including a new Notice of Preparation and the circulation of the EIR. Revisions will focus on changes to the regulatory requirements, changes to the existing conditions, and updates to the analysis. A supplemental traffic impact analysis is also included in the scope.

The cost of this Agreement is $370,371, including a $25,000 contingency, which is below the $1.0 million allocated in the Capital Improvement Project (CIP) Budget. The attached agreement includes a provision to allow for subsequent amendments to the agreement to be executed administratively by

the City Manager, subject to appropriation of funds.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The Capital Improvement Project (CIP) Budget includes a $1,000,000 allocation in the General Government Capital Fund for the El Camino Real Specific Plan project. The $370,371 cost of this agreement will be fully funded by that budget resulting in significant savings with the remaining allocation.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney’s Office.

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute the Agreement with Raimi & Associates, Inc. to revise the El Camino Specific Plan Draft for a maximum compensation not to exceed $370,371;
2. Authorize the City Manager to execute amendments to the Agreement including increasing maximum compensation and extending the term as may be required to complete the El Camino Specific Plan, subject to the annual appropriation of funds.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Office of the City Manager

ATTACHMENTS

1. Agreement with Raimi & Associates, Inc.

EBIX Insurance No. S200003708

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

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Raimi & Associates, Inc., a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants, 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,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant 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

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 March 8, 2023 and terminate on December 31, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

4. 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.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the 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.

6. 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 in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is three hundred seventy thousand three hundred seventy-one dollars ($370,371), 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 Consultant's expense. Consultant 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 Consultant.

B. Termination for Default. If Consultant 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 Consultant.

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, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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 subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant 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 CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants and do not act as agent(s) or employee(s) of City. Consultant 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 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.

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 but Consultant 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, 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.

13. 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 four (4) 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 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.

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.

14. HOLD HARMLESS/INDEMNIFICATION

A. 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 attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner

arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, Consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. 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.

15. 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 as set forth in Exhibit C.

16. 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. 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: Planning Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at LXavier@santaclaraca.gov

And to Consultant addressed as follows:

Alessandra Lundin
Raimi & Associates
1900 Addison Street, Suite 200
Berkeley, CA 94704
and by e-mail at alessandra@raimiassociates.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

Consultant 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, Consultant'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 Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS 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.

20. FAIR EMPLOYMENT

Consultant 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

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.

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.

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: _____

_____ _____

Office of the City Attorney
City of Santa Clara

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

"CITY"

RAIMI & ASSOCIATES, INC.
a California corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of Business Address: _____
Email Address: _____
Telephone: ( ) _____
Fax: ( ) _____

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth in the attached “Revisions to the El Camino Real Specific Plan Draft” dated February 9, 2023.

Revisions to the El Camino Real Specific Plan Draft

City of Santa Clara

raimi + associates

1. City of Santa Clara - Revisions to the ECRSP | Scope of Work

Dear Ms. Xavier,

On behalf of Raimi + Associates (R+A), we are pleased to submit this proposal for updating the El Camino Real Specific Plan (Specific Plan) and accompanying environmental analysis for the City of Santa Clara. To assist with this project, we are joined by other team members who had worked with R+A on the original Specific Plan project. These team members include:

- **Van Meter Williams Pollack (VMWP),** Urban Design and Architects
- **Keyser Marston Associates,** Economics and Financial Feasibility
- **Fehr & Peers, Inc.,** Traffic Analysis
- **David J. Powers & Associates (Powers),** Environmental Review

In June 2021, the City of Santa Clara City Council considered and rejected the Draft El Camino Real Specific Plan, directing City staff to significantly modify the document with reduced residential densities and heights across the plan area. After consideration of different options in September 2022, the City Council directed staff to revise the Specific Plan to reduce residential densities in selected parts of the plan area. As such, revised Vision, an updated land use map, and modified development and design regulations for development types at the new densities will be prepared. It is our understanding that the transportation improvements identified in the original Specific Plan will not change.

The City Council did not certify the previously prepared Environmental Impact Report (EIR) document in 2021 after completion of the California Environmental Quality Act (CEQA) process. As a result, the revised plan will be required to go through the CEQA process again. No tiering from the previous EIR would be possible because the EIR was not certified. While some of the EIR sections can remain the same, others will need to be updated as described in the attached scope. The traffic study will also need to be revised. The City of Santa Clara Public Works Department staff has suggested that the revised Specific Plan meets the criteria for Transit Supportive Projects and would not require a VMT analysis per the City's Transportation Analysis Policy.

We expect to work closely with City staff, tapping into their expertise about the community and decisionmaker goals, and the best ways to achieve success. We see City staff as partners in the process and have set up a management and communication process to ensure a high level of collaboration. Please review our proposal and let us know if you have any questions. We look forward to hearing from you and discussing how we can work together on this exciting project.

Sincerely,

Simran Malhotra, AICP, Assoc. AIA
Principal
simran@raimiassociates.com | 213.599.7671

Alessandra Lundin
Associate
alessandra@raimiassociates.com | 510.944.0161

1. Scope of Work

The following work plan outlines the proposed scope of work. R+A will collaborate with staff to finalize the scope of work and schedule. The work plan assumes a 12-month process.

Task 1: Project Initiation & Management

Task 1.1 - Project Kick Off Meeting

R+A will attend a an in-person kick-off meeting with City staff to establish a mutual understanding of what has occurred since the plan was put on hold, discuss expectations, and lay out project milestones, meeting times, public workshops, and deliverables.

Task 1.2 - Monthly Conference Calls / Project Coordination

R+A will hold monthly conference calls with staff to discuss project coordination and content topics, approximately one hour each. R+A's project manager or a designated representative will be on each call. R+A will maintain an online document outlining agendas and meeting notes.

Task 1 Deliverables

- *Agenda and action notes for one (1) kick-off meeting with staff*
- *Agendas and action notes for monthly conference calls (R+A: ~12+ meetings)*

Task 2: Background Analysis

Task 2.1 - Data Gathering and Review

R+A will gather data and analyze existing documents and plans, including recent policy guidance from the PC/CC and recently approved/constructed residential and mixed-use projects along the corridor. City staff will provide R+A with all existing documents that would be useful during the evaluation phase.

Task 2.2 – Site Analysis + Land Use Map Revisions

R+A will analyze sites along the corridor that should be redesignated at a lower density (townhomes) based on lot conditions and adjacencies to single-family neighborhoods. This task will result in a revised draft Land Use Map for the corridor with four land use designations:

- Corridor Residential – Townhouse (12-25 du/acre)
- Corridor Residential (26 – 45 du/acre)
- Corridor Mixed-Use (46 – 65 du/acre)
- Regional Commercial Mixed-Use (55 – 100 du/acre)

Task 2.4 – Staff Working Session #1

R+A will prepare for and attend a virtual working session with appropriate City departments and staff to review and solicit comments on the site analysis and Draft Land Use Map. The goal of the meeting will be to review and confirm the Draft Land Use Map and discuss the framework Specific Plan revisions.

Task 2 Deliverables

- *Draft Land Use Map*

Task 3: Public Outreach

Task 3.1 –Project Website Updates

In preparation for initial engagement with residents and stakeholders, R+A will prepare updates to the ECRSP project website communicating status of the project and next steps. The content will be added to the City-run website for the project.

Task 3.2 – CAC Meeting

R+A will conduct one meeting with the ECRSP Community Advisory Committee (CAC) to discuss the current status of the Specific Plan, framework plan revisions, and the Draft Land Use Map. The intent is to identify the most critical concerns and gather feedback and recommendations from the CAC on the proposed changes to the ECRSP. City staff is responsible for scheduling and logistics. Virtual attendance is assumed.

If requested, as an optional task, R+A can conduct an additional CAC meeting later in the project to get additional feedback.

Task 3.3 – Public Outreach

R+A will prepare for and facilitate one community-wide workshop to understand the key issues and concerns along the corridor and gather feedback on the Draft Land Use Map and framework plan revisions. Feedback received from the CAC and community workshop will be used to refine the Land Use Map and framework plan revisions. City staff will be responsible for scheduling, logistics and providing additional staff facilitators.

Task 3 Deliverables

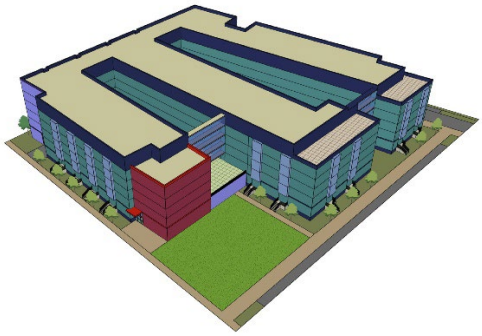
- *Project Webpage Updates*
- *CAC Meeting*
- *Community Workshop*

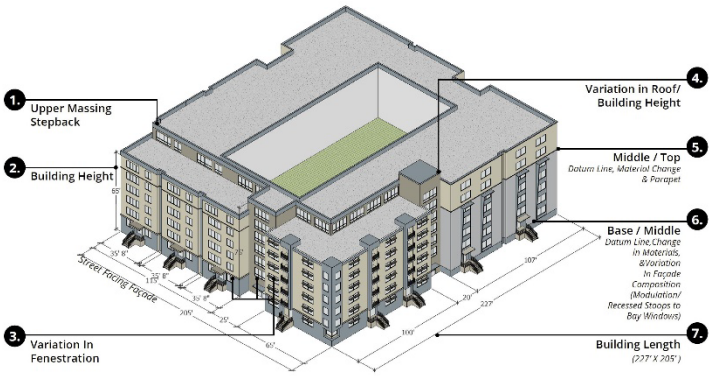
Task 4: Draft Specific Plan Revisions

Task 4.1 – Prototype Sites/Building Test Fits (+1 set of revisions)

Based on the sites analysis conducted by R+A in Task 2.2, VMWP will create one (1) additional site test/building prototype for townhomes. Additionally, VMWP will revise the original Corridor Mixed Use site test/prototype. The site tests will include 3D massing models and plans that will be based on typical building prototypes for townhomes in Santa Clara. The site tests will be used to identify potential issues and provide staff and stakeholders with examples of how the standards comprehensively apply to building design. The site tests will be used in Task 4.2. Following feedback from City staff, VMWP will make one (1) round of revisions to the site tests.

Site Test Example | Milpitas, CA





Task 4.2 Feasibility Analysis

Keyser Marston Associates will use the test fits/prototypes developed in Task 4.1 to conduct a feasibility/proforma analysis for lower-density townhome development along the corridor. As part of this task, they will update the feasibility analysis conducted previously for the existing three land use designations/building prototypes in the Specific Plan to reflect current construction costs. This task assumes a limited comparison of the townhome prototype to another prototype and not broader analysis of the feasibility of the entire Corridor.

Task. 4.3 – Staff Working Session #2

R+ will prepare for and attend a virtual working session with appropriate City staff to review and solicit comments on the Site/Building Prototypes and Feasibility Analysis. The discussion will help R+A to develop the Framework Plan Revisions in Task 4.4.

Task 4.4 – Framework Plan/Recommended Changes Memo

Based on the test fits and feasibility analysis and Staff direction, R+A will develop a framework for the recommended Specific Plan revisions and document them in memo form. The framework plan/memo will identify and summarize key revisions needed in each chapter of the Specific Plan, including the Vision, Land Use Map/proposed land use designations, development standards, and recommended revisions/additions to objective design standards. It is assumed that no revisions will be necessary to Chapter 5 – Transportation and Public Space or Chapter 6 – Implementation. R+A will produce a first draft of the framework plan/memo. Any City comments will be incorporated in the preparation of the Administrative Draft Specific Plan.

Task 4.5 – PC/CC Study Sessions

R+A will prepare for and present at Planning Commission and City Council Study Sessions (1 each) to provide an update on project, review feedback gathered from the community and CAC, and present the framework/recommended plan revisions. The feedback received will guide the development of the Administrative Draft Specific Plan Revisions (Task 4.6). Virtual attendance is assumed.

Task 4.6 Administrative Draft Specific Plan Revisions

R+A will produce an Administrative Draft of the Specific Plan revisions. Standards will reflect the proposed four land use designations/building typologies. R+A will prepare any necessary map changes and new graphic illustrations and provide images to represent and explain new standards.

The Administrative Draft will be in Word format. The Admin Draft will be used to receive feedback from the City on the initial/draft revisions to the Plan. The City will provide one consolidated set of actionable comments to R+A.

Task 4.7 – Screencheck Draft Specific Plan Revisions

R+A will incorporate Staff edits from Task 4.6 to create the Screencheck Draft Specific Plan in InDesign. This task assumes that Staff will review and provided limited feedback on the Screencheck Draft related to formatting and minor fixes, but that no new content will be added at this point.

Task 4.8 – Public Review Draft Specific Plan Revisions

R+A will review the consolidated feedback from City staff on Screencheck Draft Specific Plan and make all necessary updates to prepare the Public Review Draft Specific Plan.

Task 4.9 – PC/CC Study Sessions (2)

R+A will prepare for, present, and solicit comments on the Public Review Draft Standards at Planning Commission and City Council Study Sessions (1 each). Feedback received will be incorporated in the Final Specific Plan. Virtual attendance is assumed.

Task 4 Deliverables

- *Site Tests/Prototypes (Up to 2)*
- *Feasibility Analysis (Up to 2)*
- *Framework Plan/Proposed Changes Memo*
- *Administrative Draft Specific Plan Revisions*
- *Screencheck Draft Specific Plan Revisions*
- *Public Review Draft Specific Plan Revisions*
- *(1) Staff Working Sessions*
- *(2) PC + CC Study Sessions (1 each)*

Task 5: Environmental Review

Task 5.1 – CEQA Analysis

The City Council did not certify the previously prepared Environmental Impact Report (EIR) document in 2021 after completion of the California Environmental Quality Act (CEQA) process. As a result, the revised plan will be required to go through the CEQA process again. No tiering from the previous EIR would be possible because the EIR was not certified. The Planning Department, in consultation with the City Attorney's Office, will need to determine in a new Notice of Preparation (NOP) and scoping process would be required. At a minimum, the EIR will need to be revised and recirculated and a new Final EIR which responds to comments on the recirculated document will need to be prepared.

The EIR is a Program EIR, meaning subsequent environmental review for future projects will be required. Mitigation measures have been identified to guide future CEQA analyses. As a result, not all resource sections of the EIR will need to be revised as the changes to the plan would not change the mitigation requirements or the conclusions of the EIR.

Revisions will focus on changes to the regulatory requirements, changes to the existing conditions, and updates to the analysis (including incorporation of the text edits identified in the Final EIR). Based on a review of the EIR, David Powers' recommends revisions to the following resource sections:

- Aesthetics (update to setting section and recommend simplifying analysis pursuant to Senate Bill 743)
- Air Quality (operational only – based on trip generation estimates)
- Energy (adoption of REACH Code needs to be addressed)

- Greenhouse Gas Emissions (Consistency with new Climate Action Plan and 2030 requirements)
- Land Use
- Population and Housing (update per changes in residential units)
- Public Services (update per changes in residential units)
- Recreation (update per changes in residential units)
- Transportation (see below)
- Tribal Cultural Resources (tribal consultation will be required)
- Utilities and Service Systems (update per changes in residential units, City needs to determine if a new Water Supply Assessment would be required)

With regard to transportation, the traffic analysis was completed around the time the City adopted their new transportation policy and focused heavily on Level of Service (LOS) as well as vehicle miles traveled (VMT). The City of Santa Clara Public Works Department has noted that the revised Specific Plan meets the criteria for Transit Supportive Projects and would not require a VMT analysis per the City's Transportation Analysis Policy. The City has determined that the previous LOS analysis is no longer accurate and an updated traffic report will be required. As such, Tasks 5.2-5.3 reflect the update to the traffic report.

Revisions to operational air quality and energy estimates are included in this scope.

The alternatives analysis may also require revisions, but we do not anticipate the need to identify and analyze new alternatives. Lastly, a new Final EIR would be required which addresses comments received on the circulated EIR and the Mitigation Monitoring and Reporting Plan (MMRP) would need to be revised if new mitigation is identified. This scope does not include reproduction of any hard copies of the environmental documents but assumes all documents would be electronic.

Task 5.2 – Supplemental Traffic Impact Analysis

Consistent with the City's Transportation Analysis Policy, projects are required to evaluate and disclose transportation environmental impacts by measuring vehicle miles traveled (VMT) per the California Environmental Quality Act (CEQA) and by evaluating level of service (LOS) as an operational measure of intersection efficiency for consistency with the City General Plan. The following scope has been developed following guidelines from the City of Santa Clara and the Santa Clara Valley Transportation Authority's (VTA) *Transportation Impact Analysis Guidelines* (adopted October 2014).

The LOS analysis addresses the City's General Plan policy for evaluating LOS as an operational measure of intersection efficiency. Since this is a supplemental analysis to the 2020 TIA, our proposed scope of work only addresses elements that would substantially change with the updated project description.

Analysis Locations
The November 2020 TIA included 55 study intersections. This scope of work is based on an analysis of the 16 intersections that were identified to operate at or above their respective LOS threshold under Cumulative No Project scenario in the November 2020 TIA:

- El Camino Real / San Tomas Expressway (VTA/LOS E)
- El Camino Real / Harrison Street (Santa Clara/LOS D)
- Lawrence Expressway / Southbound US 101 (VTA/LOS E
- Lawrence Expressway / Arques Avenue (VTA/LOS E)
- Lawrence Expressway / Kifer Road (Santa Clara County/LOS E)
- Lawrence Expressway / Monroe Street (VTA/LOS E)
- Lawrence Expressway / Benton Street (Santa Clara County/LOS E)
- San Tomas Expressway / Mission College Boulevard (VTA/LOS E)

- San Tomas Expressway / Homestead Road (VTA/LOS E)
- Bowers Avenue / Central Expressway (VTA/LOS E)
- Kiely Boulevard / Benton Street (Santa Clara/LOS D)
- Kiely Boulevard / Homestead Road (Santa Clara/LOS D)
- Scott Boulevard / Walsh Avenue (Santa Clara/LOS D)
- Scott Boulevard / Central Expressway (VTA/LOS E)
- Scott Boulevard / Harrison Street (Santa Clara/LOS D)
- San Tomas Expressway / Pruneridge Avenue (Santa Clara County/LOS E)

Analysis Scenarios. Based on City input, the operations of the study intersections will be evaluated during the weekday morning (AM) and weekday evening (PM) peak hours for the following scenarios:

Scenario 1: Existing Conditions – Existing volumes obtained from counts.

Scenario 2: Background No Project Conditions – Existing volumes plus traffic from "approved but not yet built" and "not occupied" developments in the area. The transportation networks will be updated to include fully funded transportation improvements based on City guidance.

Scenario 3: Background Plus Project Conditions – Scenario 2 volumes plus traffic generated by the updated project description, as well as any transportation network modifications proposed by the Project.

Scenario 4: Cumulative No Project Conditions – Cumulative year 2040 forecasts based on the City's most recent travel demand forecasting (TDF) model. The analysis will include planned transportation improvements based on City guidance.

Scenario 5: Cumulative Plus Project Conditions – Scenario 4 volumes plus traffic generated by the proposed project, as well as any transportation network modifications proposed by the Project.

For each scenario, Fehr & Peers will update the data and analysis to reflect current conditions, including new intersection counts, updated approved project list and model runs, and inclusion of planned transportation improvements as follows:

Trip Generation Estimates and Finalized Scope of Work. Under this task, Fehr & Peers will develop vehicle trip generation estimates, along with trip distribution and trip assignment for the proposed project using the City of Santa Clara's TDF model. This task assumes the City will provide Fehr & Peers a copy of their base year and future year model for use. *Fehr & Peers assumes that they can use the TDF model as-is, and that the model does not require additional validation and testing. Fehr & Peers will prepare a separate scope and budget amendment if the TDF model requires any updates, validations, or testing.*

Our initial project vehicle trip generation estimates, distribution pattern, and assignment will be submitted to City staff for review and will be refined to respond to their comments. The VTA Auto Trip Reduction Statement (Appendix C in the VTA *TIA Guidelines*) will be completed and provided as an attachment to the TIA report.

Data Collection. The study area includes major intersections near the corridor. Data requirements for the study area are listed below:

- Recent morning (7:00 to 9:00 AM) and evening (4:00 to 6:00 PM) peak period intersection counts (including pedestrian, bicycle, and vehicular turning movement volumes). This scope includes the collection of intersection turning movement counts at all 16 intersections for the AM and PM peak hours.
- Existing and planned roadway geometries and traffic controls.

- Existing and planned transit service and facility descriptions.
- Existing and planned pedestrian and bicycle facility descriptions.
- List of approved development projects to account for local growth in the area. We assume the City will provide a list of nearby developments in Santa Clara. We will contact adjacent jurisdictions to determine if any of their approved developments would add vehicle trips to the study intersections.

The physical characteristics of the roadways within the study area will be reviewed to identify existing roadway cross-sections, intersection lane configurations, and traffic control devices. Surrounding land uses, and the locations of pedestrian, bicycle, and transit facilities will also be observed during the field visits. Existing intersection operations will be observed during the AM and PM peak periods to verify and/or explain calculated levels of service.

Existing Conditions. Fehr & Peers will use the level of service (LOS) method approved by VTA and the City of Santa Clara—currently based on the *Highway Capacity Manual* 2000—to analyze the study intersections. Operations of the study intersections will be evaluated for mid-week AM and PM peak hours with level of service calculations using TRAFFIX analysis software.

Background Conditions. Traffic projections for approved developments will be obtained from City staff or estimated using ITE trip generation rates to account for local growth in the area. These local projections will be added to the existing volumes to estimate traffic volumes for Background Conditions. Planned and funded roadway and intersection improvements associated with the approved projects will be included in the analysis. AM and PM peak hour level of service calculations will be conducted to evaluate the operating levels of the study intersections.

Background Plus Project Conditions. The project trip estimates developed in Task 1 will be added to the background traffic volumes developed in Task 4 to represent Background Plus Project Conditions. Calculations will be conducted to estimate the LOS of the study intersections during the AM and PM peak hours after completion of the proposed Specific Plan.

Cumulative Conditions. To forecast Cumulative No Project volumes, Fehr & Peers use forecasts from the City's TDF model for the year 2040. The project trip estimates developed earlier in the process will be added to the Cumulative No Project volumes to represent Cumulative Plus Project Conditions. AM and PM peak hour level of service calculations will be conducted to evaluate the operating levels of the key intersections.

Multimodal Access. Fehr & Peers will evaluate the multimodal access of the updated Specific Plan to assess whether adequate vehicle access, as well as direct pedestrian and bicycle facilities and connections, are provided between the sites and public rights-of-way. Similarly, Fehr & Peers will review the site plan to assess linkages with existing and potential future transit stops. This task will also include an evaluation of the project's proposed vehicle and bicycle parking supply and location based on City and VTA standards.

Other Operational Analysis. As part of this task, Fehr & Peers will evaluate the project's effects on left-turn queues. VTA typically also requires transit vehicle delay analysis, but since this is a supplemental analysis and the study intersections are generally distributed through a larger analysis area, transit delay analysis has not included in this scope of work.

Left-Turn Queuing Analysis. Per the VTA *TIA Guidelines*, a morning and evening left-turn queuing evaluation is required for only the Background Conditions analysis and will not be conducted for Cumulative Conditions. We will compare the 95th percentile queues from TRAFFIX output (from Task 4 and 5) between the No Project and Plus Project scenarios. This analysis will be conducted for up to ten movements at locations where the project adds enough traffic that available storage may need to be modified.

Significant Impacts and Mitigation Measures. The results of the level of service calculations for the "No Project" scenarios will be compared to the corresponding "Plus Project" results for Background and Cumulative Conditions to identify adverse effects at the study locations.

Feasible improvement measures will be identified for locations with adverse intersection impacts. Feasible improvement measures are those that can be constructed within the existing right-of-way or that require minimal right-of-way acquisition, such as minor intersection lane additions and restriping. Modifications to intersection operations, including changes to signal phasing and timing, will also be considered. If more substantial capacity enhancements are needed, they will be identified, and the project's fair-share traffic contribution (in terms of peak hour traffic volumes) will be calculated. The draft improvement measures will be shared with City staff prior to submittal of the administrative draft of the transportation impact analysis report. This scope of work includes the development of planning level cost estimates for proposed physical improvements for up to five improvement measures.

The effect of the project and required improvement measures on transit, bicycle, and pedestrian facilities will be evaluated in terms of conflicts with existing or planned facilities or creation of hazardous conditions for bicyclists or pedestrians. Additionally, secondary impacts to bicycle and pedestrian facilities, as well as transit vehicle delay, will be evaluated for the proposed mitigation measures per VTA *TIA Guidelines*.

Documentation. Fehr & Peers will document their findings in a report that will include text, graphics, and tables to describe study analysis methods and results, the potential effects of the proposed project, and corresponding improvement measures. Fehr & Peers will submit the Administrative Draft TIA report and Appendix in electronic format for review by the City. This scope assumes up to 20 staff hours to respond to all comments on the Administrative Draft TIA report and prepare the Draft TIA.

Meetings. The scope of work includes Fehr & Peers attendance at one project meeting. Calls and meetings with staff, R+A and EIR consultant are included. *Attendance at additional project meetings or any public hearings or community meetings will be determined by receipt of written authorization and billed on a time-and-materials basis.*

Task 5.3 – Intersection Counts

Fehr & Peers will coordinate the collection of traffic counts.

Task 5.4 – Growth Projections

R+A will update the growth projection developed as a part of the original project to reflect the updated densities/land uses. The growth projections will be the basis for the revised analysis for the traffic and environmental analyses described in Tasks 5.1-5.3.

Task 5 Deliverables

- *Revised TIA*
- *Traffic counts*
- *Revised EIR and recirculation*
- *Growth projections memo*

Task 6: Adoption + Final Documents

Task 6.1 – PC/CC Hearings

R+A will present final documents and prepare all required visual aids, printed material, and make formal public presentations at up to (1) Planning Commission hearing and (1) City Council hearing to support adoption of the Revised ECR Specific Plan. Virtual attendance is assumed.

Task 6.2– Final Plan

R+A will review the consolidated feedback from the City following the PC/CC Hearings and make all necessary updates to the ECRSP and prepare the final documents for reproduction and dissemination. R+A will provide the City with an InDesign package of the Specific Plan files and jpg versions of all diagrams and/or photographs used in the documents. A certain number of hours are budgeted for this task. If the level of effort exceeds the budgeted hours, a contract amendment may be required.

Task 6 Deliverables

- *Final Documents (InDesign package and associated graphics)*

Scope of Work Assumptions

- The scope indicates which meetings will be held virtually.
- The scope of work assumes any notification to property owners based on the plan land use changes will be handled by the City of Santa Clara.
- The City of Santa Clara will provide R+A with an editable version (Word documents) of any requested documents.
- The City will provide R+A with updated ArcGIS Shapefiles with accurate parcel-based zoning and General Plan data which will serve as the basis for the project.
- All tasks are budgeted with an allowance for number of hours which assume level of effort that is consistent with industry best practices and standards.
- The City will provide comments on all draft documents electronically in Word. This will include one set of non-conflicting comments that provide clear direction for the consultant team.
- Additional services that are beyond the scope of the traffic scope include, but are not limited to, evaluating additional study locations or project descriptions, preparing conceptual designs of improvements measures, responding to comments requiring more than the designated number of staff hours, and attending any public hearings.

Cost Proposal

The Raimi + Associates team's cost proposal for preparing the revised El Camino Real Specific Plan is **$370,371** including contingency. The cost proposal includes a breakdown of the anticipated personnel hours for each task by billing rate category, and non-labor direct costs (travel, printing, etc.) and markups. A contingency amount of **$25,000** has been included for any unforeseen tasks that may arise during the course of the project.

EXHIBIT B
SCHEDULE OF FEES

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

Consultant will invoice City in accordance with the tasks, rates, hours, and other costs identified on the attached "Proposal Budget: Revisions to the Santa Clara El Camino Real Plan" dated February 9, 2023.

The total payment to the Consultant for basic services shall not exceed $345,371. Subject to written permission by the City, Consultant shall be able to invoice up to an additional $25,000 in contingency funds. In no event shall the amount billed to the City by Consultant for services under this Agreement exceed three hundred ninety-nine thousand three hundred dollars ($370,371).

City of Santa Clara

Proposal Budget: Revisions to the Santa Clara El Camino Real Plan

February 9, 2023

raimi + associates

Tasks		Labor							Keyser Marston	VMWP	F&P	Powers	ODCs	Total
		Raimi + Associates												
Task #	Task Description	Principal	Project Manager	Senior Associate	Senior Planner / Designer	Intermediate Planner	Total Hours	Total Labor Costs	Labor Costs	Labor Costs	Labor Costs	Labor Costs	Other Direct Costs (See Notes)	Total Fee
		Malhotra	Lundin	Sensenig	Williams	Zayas del Rio								
		$275	$210	$220	$180	$170								
1	**Task 1: Project Management**													
1.1	Project Kick Off Meeting	2	2		2		6	$ 1,330	$ -	$ -	$ -	$ -	$ 40	$ 1,370
1.2	Monthly Conference Calls/Project Coordination	16	32				48	$ 11,120	$ -	$ -	$ -	$ -	$ 334	$ 11,454
	Subtotal Task 1	**18**	**34**	**0**	**2**	**0**	**54**	**$ 12,450**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 374**	**$ 12,824**
2	**Task 2: Background Analysis**													
2.1	Data Gathering and Review	2	8			8	18	$ 3,590	$ -	$ -	$ -	$ -	$ 108	$ 3,698
2.2	Site Analysis and Land Use Map Revisions	4	24			30	58	$ 11,240	$ -	$ -	$ -	$ -	$ 337	$ 11,577
2.3	Staff Working Session #1	4	4			4	12	$ 2,620	$ -	$ -	$ -	$ -	$ 79	$ 2,699
	Subtotal Task 2	**10**	**36**	**0**	**0**	**42**	**88**	**$ 17,450**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 524**	**$ 17,974**
3	**Task 3: Outreach and Meetings**													
3.1	Project Webpage Updates		4		4	8	16	$ 2,920	$ -	$ -	$ -	$ -	$ 88	$ 3,008
3.2	CAC Meeting	4	8		4	12	28	$ 5,540	$ -	$ -	$ -	$ -	$ 166	$ 5,706
3.3	Community Workshop	8	30		30	30	98	$ 19,000	$ -	$ -	$ -	$ -	$ 570	$ 19,570
	Subtotal Task 3	**12**	**42**	**0**	**38**	**50**	**142**	**$ 27,460**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 824**	**$ 28,284**
4	**Task 4: Draft Specific Plan Revisions**													
4.1	Prototype Sites/Building Test Fits	6	12				18	$ 4,170	$ -	$ 10,000	$ -	$ -	$ 625	$ 14,795
4.2	Feasibility Analysis	6	12				18	$ 4,170	$ 10,000	$ -	$ -	$ -	$ 625	$ 14,795
4.3	Staff Working Session #2	4	4		4	4	16	$ 3,340	$ -	$ -	$ -	$ -	$ 100	$ 3,440
4.4	Framework Plan/Recommended Changes Memo	6	20	4	12		42	$ 8,890	$ -	$ -	$ -	$ -	$ 267	$ 9,157
4.5	PC/CC Study Sessions (2)	6	16			8	30	$ 6,370	$ -	$ -	$ -	$ -	$ 191	$ 6,561
4.6	Admin Draft Plan Revisions	24	80	8	40	32	184	$ 37,800	$ -	$ -	$ -	$ -	$ 1,134	$ 38,934
4.7	Screencheck Draft Plan	4	26			20	50	$ 9,960	$ -	$ -	$ -	$ -	$ 299	$ 10,259
4.8	Public Review Draft Plan	4	24		24	12	64	$ 12,500	$ -	$ -	$ -	$ -	$ 375	$ 12,875
4.9	PC/CC Study Sessions (2)	6	16			8	30	$ 6,370	$ -	$ -	$ -	$ -	$ 191	$ 6,561
	Subtotal Task 5	**66**	**210**	**12**	**80**	**84**	**452**	**$ 93,570**	**$ 10,000**	**$ 10,000**	**$ -**	**$ -**	**$ 3,807**	**$ 117,377**
5	**Task 5: Environmental Analysis**													
5.1	CEQA Analysis	8	24				32	$ 7,240	$ -	$ -	$ -	$ 61,980	$ 3,316	$ 72,536
5.2	Supplemental TIA	4	12					$ 3,620	$ -	$ -	$ 61,000	$ -	$ 3,159	$ 67,779
5.3	Intersection Counts							$ -	$ -	$ -	$ 8,000	$ -	$ 400	$ 8,400
5.4	Growth Projections	6	24				30	$ 6,690	$ -	$ -	$ -	$ -	$ 201	$ 6,891
	Subtotal Task 6	**18**	**60**	**0**	**0**	**0**	**62**	**$ 17,550**	**$ -**	**$ -**	**$ 69,000**	**$ 61,980**	**$ 7,076**	**$ 155,606**
6	**Task 6: Adoption and Final Documents**													
6.1	PC/CC Hearings (1 PC/ 1 CC)	6	16			8	30	$ 6,370	$ -	$ -	$ -	$ -	$ 191	$ 6,561
6.2	Final Plan	2	12		8	12	34	$ 6,550	$ -	$ -	$ -	$ -	$ 197	$ 6,747
	Subtotal Task 7	**8**	**28**	**0**	**8**	**20**	**64**	**$ 12,920**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 388**	**$ 13,308**
	Budget Total	**132**	**410**	**12**	**128**	**196**	**862**	**$ 181,400**	**$ 10,000**	**$ 10,000**	**$ 69,000**	**$ 61,980**	**$ 12,991**	**$ 345,371**
	Contingency													**$ 25,000**
	GRAND TOTAL													**$ 370,371**

Notes:

1	Direct costs for sub-consultant management fee (5% of Sub Consultant Fee)	$7,549
2	Direct costs for office expenses (3% of R+A)	$5,442
3	Traffic Counts (included in F&P budget)	

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability 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, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification 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 modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification 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 D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

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

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

G. EVIDENCE OF COMPLIANCE

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

EBIX Inc.
City of Santa Clara Planning Division
P.O. Box 100085 – S2 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

H. QUALIFYING INSURERS

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