EBIX Insurance No. *S200004347

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND WALLACE ROBERTS & TODD, LLC

PREAMBLE

This Agreement is entered into between the City of Santa Clara, a chartered California municipal corporation (hereinafter "City") and Wallace Roberts & Todd, LLC, A Delaware Corporation (hereinafter "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

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on October 9, 2019 and expire on September 30, 2022.

B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for an additional three-year period ending September 30, 2025 ("Option Period"). City shall provide Consultant with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement.

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. However, any modifications or delays to the project schedule resulting from circumstances beyond the Consultant's reasonable control shall not be deemed to be the fault of the Consultant.

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 Five Hundred Seventy-Eight Thousand Three Hundred Forty-Six Dollars ($578,346), 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

Provided City has complied with its obligations under this Agreement including, but not limited to, payment in full to Consultant according to the terms of this Agreement, 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: Community Development Department
Andrew Crabtree, Director
1500 Warburton Avenue
Santa Clara, CA 95050
acrabtree@santaclaraca.gov, and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Wallace Roberts & Todd, LLC
Attention: Atisha Varshney
478 Tehama Street, Suite 2B
San Francisco, CA 94103
(415) 575-4722
avarshney@wrtdesign.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:

BRIAN DOYLE
City Attorney

Dated: 10-17-19

FSR

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

"CITY"

WALLACE ROBERTS & TODD, LLC
a Delaware Corporation

Dated: 9.20.19

By (Signature):

Name: James Stickley

Title: Principal

Principal Place of Business Address: 478 Tehama Street, Suite 2B
San Francisco, CA 94103

Email Address: jstickley@wrtdesign.com

Telephone: (415) 575-4722

Fax: (215) 732-2551

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

1. GENERAL

1.1. Consultant shall assist the City in developing the Downtown Precise Plan.

1.2. Project Schedule:

1.2.1. Consultant shall submit a draft project schedule to the City for review and approval. The City shall not unreasonably withhold approval.

1.2.2. The project schedule shall include the tasks listed below as well as the completion dates for each.

1.2.3. Consultant shall complete the tasks listed below by the scheduled date for each task in the final project schedule.

1.3. Subconsultants: The following subconsultants have been approved to perform services under this Agreement.

1.3.1. CSW/Stuber-Stroeh Engineering Group (Civil Engineering);

1.3.2. David J. Powers & Associates (CEQA);

1.3.3. Economic & Planning Systems, Inc. (Economics);

1.3.4. Greensfelder Real Estate Strategy (Place-making);

1.3.5. Kimley-Horn and Associates, Inc. (Transportation); and

1.3.6. Sargent Town Planning (Retail Strategy).

2. DOWNTOWN PRECISE PLAN CONSULTANT SERVICES

Consultant shall complete each task listed below.

Task No. 1: Project Initiation

Consultant will complete the subtasks outlined below.

Subtask No. 1.1: Kick-off Meeting w/ Consultant Team

A. Services: Consultant and subconsultants will meet with City staff to review the project description, scope of work, timeline and budget.

B. Deliverable: Attend kick-off meeting.

Subtask No. 1.2: Base Map Development

A. Services: Consultant shall assist City staff in preparing base maps. The base maps shall include:

1. A map that demonstrates the adjacent context, public transit and major transportation routes, parks, schools, and project boundary;
2. The location of the Downtown Precise Plan Area ("Plan Area") in the greater context of the other focus areas and the City of Santa Clara;

3. Aerial maps, General Plan land use and zoning maps;
4. A map of the Plan Area showing streets, curbs, parcels, buildings, landscape features, and parking areas; and
5. Any other tasks in this scope that require mapping.

B. **Deliverable:**

Base map development.

Subtask No. 1.3 Existing Conditions Report (Data Collection & Analysis):

A. **Services:** Consultant team, with City assistance, shall collect and analyze existing data and existing conditions and create a brief report. The analysis of the study area—including the Plan Area and its immediate context will include, but not be limited to:

1. Demographic and socioeconomic characteristics, including population, households, age, ethnicity, language, place of birth and residence, disability, income and poverty status;
2. Property ownership;
3. Employment (number of jobs by wage/salary and occupation);
4. Planned land use and zoning designations, and relevant planning guidance in the form of policies pertaining to land use, development, urban design, parks and public facilities, historic preservation;
5. Summary of previous planning efforts for the project area;
6. Summary of other relevant Planning documents that will inform the Precise Plan;
7. Development projects in the pipeline and underway;
8. Existing affordable housing (including existing restricted and unrestricted affordable housing sites);
9. Historic structures and places and historic background of the Downtown;
10. Site Character;
11. Block Pattern, building pattern, parking surfaces, community anchors, character areas, critical linkages, streetscape, public realm, and vocabulary of landscape and development features;
12. Existing/proposed public transportation (including stop locations and frequencies), roadway facilities, bike and pedestrian routes;
13. Transit ridership and multimodal traffic volume data; i.e. vehicle, bicycle and pedestrian, travel mode to work, travel and circulation patterns;
14. Existing operations of each transportation system component based on available data;

15. Existing/proposed infrastructure capacity;

16. Existing land use (inventory of housing, jobs, parks, neighborhood amenities/retail, community facilities, social services, and schools/playgrounds) and physical characteristics; and

17. Natural hazards data.

B. **Deliverable**: Submission of Existing Conditions Report in editable Microsoft Word and PDF formats.

Subtask No. 1.4: Opportunities and Constraints Analysis

A. **Services:** The vision for the Downtown is to promote it as the historic, economic, and cultural heart of the City in such a way that enhances its strong business climate and bolsters the City's high quality of life. Consultant shall identify opportunities for development, and where the development will be constrained. Specific objectives include:

1. Identifying assets on which to build, such as the character of surrounding neighborhoods; successful businesses, programs and gathering spaces; proximity to transit and the university;
2. Identifying design goals and policies necessary for future development to successfully meet the vision for the Plan Area;
3. Considering how to support historic preservation and sensitively transition new development to the adjacent single-family neighborhood;
4. Exploring options for connecting the area to transit, particularly to the Santa Clara Transit Station, and re-stitching the street grid;
5. Identifying curb-side management strategies to incorporate evolving transportation technologies and the shared economy;
6. Identifying potential future development sites within the Plan Area, and how future development could proceed in phases;
7. Site Constraints;
8. Development parameters and opportunities based on current zoning regulations;
9. Ground truthing the development capacity identified in the General Plan (129,300 square feet of new commercial uses and 396 new residential units) and considering the "fit" between realistic development outcomes under the existing plan and the emerging vision for the Plan Area.

B. **Deliverable:** Opportunities and Constraints report, including maps, graphics, and narrative necessary to convey the results of the analysis.

Task No. 2: Issue Identification and Vision
Consultant will complete the tasks outlined below.

A. Services: Develop Community Involvement / Public Outreach Strategy

The Consultant shall develop a collaborative public outreach strategy for the project. The strategy shall outline the process for engaging stakeholders, leaders, community groups, minority populations, and other interested citizens in crafting a Precise Plan for the Downtown Focus Area. The Public Outreach Strategy shall include, but not be limited to:

1. Online Engagement Tools. Consultant will provide graphics and interactive materials for the City's website and social media, to mirror and augment in-person engagement and expand the community outreach to a diverse population. Consultant will revise or monitor the online engagement tool based on the feedback from City staff or community if necessary.
2. Establish Technical Advisory Committee (TAC). The focus of the TAC will be to provide technical feedback at key points in the planning process. City staff will take the lead in establishing and coordinating the TAC and identifying specific members. The Consultant will provide feedback to the TAC members and facilitate and lead discussions, present technical materials, and take summary notes at three (3) TAC meetings. The following are the anticipated meeting topics requiring Consultant attendance.
    - Meeting 1: Project overview and input from participants on the Public Outreach Strategy, Existing Conditions Report, and Opportunities and Constraints Analysis.
    - Meeting 2: Review of potential plan scenarios and input on preferred direction.
    - Meeting 3: Review of and input on plan framework, urban design and streetscape characteristics.
3. Downtown Community Task Force (DCTF). The focus of the DCTF will be to provide project updates, review the progress of the work and plan specifics, discuss issues and direction, and provide input. City staff has established the DCTF and identified the specific members. The Consultant team shall prepare meeting agendas, act as the facilitator for each of the task force meetings and lead discussions, present technical materials, and take summary notes. The following are the anticipated meeting topics requiring Consultant attendance. Additional meetings may be needed as the project progresses.
    - Meeting 1: Project overview (including Existing Conditions Report) and input from participants on identifying community assets, anchors and challenges, opportunity development sites to address in the development of the Plan, and to help the DCTF articulate the vision for the Plan Area.
    - Meeting 2: Overview of financial analysis. Review of potential plan

scenarios (created in Task 4 below) and input on preferred direction.

- Meeting 3: Review and input on plan framework, which may include land use, multi-modal connectivity, streetscape alternatives, and urban design standards.
- Meeting 4: Review of public draft or adoption draft plan, and input on any refinements or additional details necessary.

4. Public Meetings. Facilitate events such as workshops, town halls, and open houses, and direct engagement such as pop-up workshops, focus groups, or interviews with stakeholders and/or focus groups. The Consultant team will work with City staff to identify residents, businesses, property owners, relevant public agencies, community groups, neighborhood associations, nonprofits, and faith-based organizations for outreach. The City will provide noticing and outreach for all community workshops. At a minimum, there shall be three (3) public meetings, two (2) workshops and one (1) open house.
5. Planning Commission / City Council Study Sessions. The Consultant shall assume presentations of draft material for at least two (2) Planning Commission and two (2) City Council study sessions.

To ensure meaningful engagement opportunities across the Plan Area's population, the strategy will identify any needed translation services required at the engagement activities defined in this task—using the demographic data gathered for the existing conditions report to understand level of need by specific language.

B. Deliverables:

1. Public Outreach Strategy memo that includes an outline of the key steps of the outreach process and anticipated schedule of when various engagement activities would occur.
2. Graphics and interactive materials for the City's website and social media.
3. Materials necessary to facilitate community, DCTF, and TAC meetings, including but not limited to; a PowerPoint Presentation; Exhibition boards; and meeting agenda.
4. Meeting summaries documenting input at TAC, DCTF, and stakeholder meetings.
5. Attendance at three (3) Technical Advisory Committee meetings.
6. Attendance at four (4) Downtown Community Task Force meetings.
7. Attendance at five (5) Stakeholder meetings.
8. Attendance at two (2) Planning Commission hearings and two (2) City Council Study Sessions.

Task No. 3: Financial Analysis – Economic Sustainability
Consultant will complete the tasks outlined below.

A. Services: Develop a Financial Analysis and Commercial Retention Strategy

1. The Consultant will analyze potential market demand for housing, commercial, office, and mixed-use development in the Precise Plan Area. This analysis shall include the following.

   a) Market Assessment: Consultant will establish and document real estate market potential and development factors relevant to the Downtown Plan Area. As part of its market assessment, Consultant will consider broad market trends as well as detailed information concerning new, high-performing local and regional comparable projects, including their market positioning, architectural format, amenity offerings, and market value.

   - Socioeconomic and Market Trends: Consultant will establish and document real estate market potential and development factors relevant to the Downtown Plan Area. As part of its market assessment, Consultant will consider broad market trends as well as detailed information concerning new, high-performing local and regional comparable projects, including their market positioning, architectural format, amenity offerings, and market value
   - Market Valuations: Consultant will study real estate market product values in the local and regional market, including sale values and lease rates for product types that may be most appropriate for development for the Downtown. This focus on product valuation will home in on specific building sale and lease transactions. Consultant will consider a range of potentially comparable projects, developing case studies as appropriate, to establish market data for subsequent financial pro forma feasibility analysis.

   b) Financial Feasibility: Consultant will develop a pro forma financial analysis to inform the financial viability of potential projects for the Downtown.

   c) Retail Strategy: Greensfelder Real Estate will work with Consultant on the economic analysis around commercial space, providing greater depth of experience in the specific retail segments and space needs that may be suited to Downtown Santa Clara to include:

   - Analysis of potential key retail sites; and
   - Recommendations on how ground floor commercial should be laid out along the connection axis between the Downtown area and transportation hubs.

2. The Consultant shall review the planned development program (129,300 square feet of new commercial uses and 396 new residential units) against real estate market conditions and trends within the Plan Area and the larger

surrounding market area and assess the potential competitiveness of the Plan Area in capturing enough demand to support the planned build-out and assess the economic challenges to creating the desired development pattern. Consultant shall make recommendations on what type and amount of development and density will be needed to make it feasible to redevelop the Plan Area and support infrastructure needs and desires.

3. Based on the findings from the work above, the Consultant shall develop a recommended strategy that the City can take to overcome any identified challenges.

B. **Deliverable:** Financial analysis report including findings from the market assessment and financial feasibility testing. Specifically, the report will include recommendations on the amount, size, type, and location of commercial uses, and assessment of the potential of the Plan Area to support the planned build-out. The report also will make suggestions for Plan implementation that seek to achieve the City's vision of an active Downtown destination.

Task No. 4: Development Scenarios / Conceptual Plans
Consultant will complete the subtasks outlined below.

Subtask No. 4.1: Land Use and Circulation Scenario Development

A. **Services:** Consultant team will develop three (3) long-term vision scenarios for the Plan Area. The scenarios shall represent the planned build-out of the Plan Area and could include different land use and development intensities, key development sites, multi-modal connectivity improvements, open space plans, streetscape and public space improvements, infrastructure improvements, preserved or enhanced community anchors, and other physical changes to illustrate the various alternatives and potential concepts for the future of the area. The water, sewer, electrical and natural gas demand associated with development under each scenario will also be assessed.

The intent of the scenarios is to enable long-term creative thinking for the Plan Area around several topics, by providing a small number of initial concepts for the community, City staff, elected officials, and other stakeholders to respond to. The concepts will be informed by the market and financial feasibility analysis (Task 3 above) and be feasible under current or potential future market conditions. The land use scenarios will be vetted with the DCTF and the TAC and used as a starting point for community feedback and creative problem solving in a workshop format.

B. **Deliverable:** Land Use Scenarios Memorandum, including maps and graphics for each scenario; a "fact sheet" that provides an overview of development potential, land use mix, potential intensities and heights, anticipated growth in residents and/or workers, potential new public spaces, and consideration of tradeoffs; and precedent images that illustrate development types associated with each scenario. The Consultant team will refine the concepts and finalize them for Workshop #1 based on the comments received from City staff, the TAC

and the DCTF.

Subtask No. 4.2: Plan Framework and Urban Design Team Charrette

A. **Services:** Based on feedback on the land use concepts, including critical feedback from the first workshop, the Consultant team will create a "plan framework" that best expresses the community's vision for the fundamental elements, relationships, and character of future Downtown development. This plan framework will be the starting point for discussions with the DCTF and TAC in a second round of meetings that will also be the launching point for a 3-day team charrette.

B. **Deliverable:** Plan Framework and Urban Design Team Charrette.

Subtask No. 4.3: Opportunity Site Development Scenarios

A. **Services:** The Consultant, with assistance from the City and the DCTF (meeting #1 in Task 2 above) and based on the land use scenario development in Subtask 4.1 above, shall identify at least three (3) opportunity sites for which to model three (3) physical development options, including photo-simulations and/or other visual graphics necessary to depict potential new development. These graphics shall illustrate design concepts for vision, land use, open space and placemaking, urban design and streetscape and circulation chapters. The outcomes of this task shall inform the content of Workshop # 2 in Subtask 5.2 below and the development of the design guidelines for the Draft Plan in Subtask 6.6 below.

B. **Deliverable:**

1. Opportunity Site Development Scenarios Memorandum. The opportunity site development scenarios memorandum shall include diagrams used to illustrate the development of at least three (3) opportunity sites each with three (3) physical development options that may be depicted using 3D models, photo simulations, plans, and sections. These graphics shall illustrate design concepts for vision, land use, open space and place making, urban design and streetscape and circulation chapters.

   Each of the development options shall be accompanied by descriptions, diagrams, development tables, pros and cons comparisons, and a summary of the effectiveness of each alternative in meeting project goals and indicators or addressing significant issues project issues.

   It is expected that some of these graphics will be used in the final Plan document and will therefore require multiple revisions based on City staff and public comments. As such, the Consultant shall make changes to the graphics to the satisfaction of City staff.

Task No. 5: Workshops
Consultant will complete the subtasks outlined below.

Subtask No. 5.1: Workshop #1: Identifying Plan Principles, Opportunities and Constraints, Land Use

A. **Services:** The first workshop shall introduce community members to the project, present existing conditions and background research, summarize the public outreach strategy, and gather public input on the opportunities, constraints, goals, principles, and a vision for the Plan Area as determined by City staff and the Consultant. The workshop shall build on the work completed in Subtask 4.1 above. The presentation should include context-sensitive development examples and sketches that can be used for gauging community preferences.

B. **Deliverables:**

1. Facilitate Workshop #1.
2. Provide an agenda, PowerPoint presentation, and a minimum of five exhibition boards and other graphic materials necessary for community engagement activities.
3. Provide a workshop summary report that will be published on the City's website and shared with the community. This shall be done in a maximum of two weeks after the workshop.
4. Prepare the draft guiding principles/vision. The draft guiding principles/vision report shall identify the guiding principles and vision inspired by community input and will be used for the entire planning process.

Subtask No. 5.2: Workshop #2: Urban Design & Circulation / Streetscape

A. **Services:** The second workshop shall present the results of stakeholder and community feedback from Workshop #1, build upon the work completed in Subtask 4.3 above, and introduce urban design, streetscape, and circulation concepts, as well as conceptual development alternatives. The workshop shall be geared towards receiving feedback on the draft concepts, alternatives, and features that are desired in the Plan Area, which will be used to help shape the draft Precise Plan.

B. **Deliverables:**

1. Provide an agenda, PowerPoint presentation, and a minimum of eight (8) exhibition boards and other graphic materials necessary for community engagement activities.
2. Provide a workshop summary report that will be published on the City's website and shared with the community. This shall be done in a maximum of two weeks after the workshop.

Task No. 6: Develop Draft Precise Plan Chapters
Consultant will complete the subtasks outlined below.

A. Services:

The Consultant team will create the draft Plan based on the results of the Land Use Scenarios and Opportunity Site Development Scenarios memorandums, existing conditions report and the results of the public engagement process.

The Consultant team shall develop a template for the draft Precise Plan document in Adobe InDesign. The draft Precise Plan shall address the topics discussed in the subtasks below. Each chapter shall identify principles for the given topic supported by goals, policies, standards, and guidelines as appropriate. The Plan shall include supporting illustrations and graphics that support the narrative.

1. **Task 6.1: Introduction:** Description of the project setting, purpose of the document, relationship to other City plans and policies, and a description of the planning process used to develop the Plan and the role the public played in creating the Plan.
2. **Task 6.2: Vision & Guiding Principles:** Describes the overall vision and principles of the Plan.
3. **Task 6.3: Goals & Policies:** The goals and policies for the Precise Plan shall provide a framework for the physical development of the Plan Area and support the vision for the Plan. The goals and policies shall include, and build upon, the existing policies in the General Plan for the Downtown Focus Area, as well as the City-wide policies related to areas of historic sensitivity, in Section 5.6, and neighborhood compatibility, in Section 5.5.
4. **Task 6.4: Land Use Plan**
    a) The land use fabric shall be designed to facilitate the development of a complete community with a mix of land uses that promote increased pedestrian activity and contribute towards the development of a strong community identity with vibrant public spaces. The land use plan shall also reflect historic structures and transitions to single-family homes.
    b) Development within the Plan Area could be at intensities of almost 2.0 FAR, with building heights between five and eight stories. Allowed building intensity and heights in the remainder of the Plan Area are typically lower, with maximum heights between three and four stories. Description of land use designations should reflect the planned total number of units and square footage of non-residential uses. Population and job projections should also be included.
5. **Task 6.5: Circulation & Parking**
    a) To support the development of the preferred alternative and to create "complete" streets for all modes and improve access and safety in and around the Plan Area, the Consultant shall identify conceptual circulation and roadway improvements, and policies and guidelines to support such improvements. The circulation and roadway

improvements will be identified through the results of a transportation and circulation analysis. The analysis shall focus particularly on improving bicycle, pedestrian, and transit access within and to the Plan Area. Specifically, connections to nearby destinations, such as the Santa Clara Transit Station, Santa Clara University, the Old Quad neighborhood, El Camino Real, and City Hall, should be emphasized for pedestrian and bicycle movement. The vision in the General Plan for the Downtown Focus Area includes a future transit loop to connect the Downtown area to the Santa Clara Transit Station, and possibly the aforementioned areas.

b) The circulation network for the Precise Plan shall serve all modes of travel and may include new streets, paths and connections to existing roadways. Specifically, the General Plan calls for reconnecting Franklin Street and returning the street grid. Storm water management in the public right-of-way shall also be addressed. Circulation maps, graphics, and cross section recommendations for streets and path facilities in the Plan Area shall be prepared.

c) Parking management strategies and Transit Oriented Development (TOD) parking ratios shall be identified, as well as a range of Transportation Demand Management (TDM) measures that may be applied to future development projects.

d) Wayfinding Program: The Consultant shall develop a comprehensive wayfinding and community identification sign program to promote the identity of the Downtown Plan Area and make it easier for visitors to find their way around and enhance the overall experience. As a part of this program, gateway locations should be identified.

6. Task 6.6: Design Guidelines

The design guidelines shall build upon the City's existing General Plan design policies, as well as the information gathered at the community workshops, TAC, and DCTF meetings, to identify additional guidelines that should apply specifically to this Plan. These guidelines shall be designed to facilitate attractive pedestrian, bicycle, and transit-oriented development that is also consistent with sustainability and green building best practices. The design guidelines shall be supported with illustrations and graphics necessary to provide a clear understanding of the intent of key guidelines.

a) Building Design Guidelines: For new development within the Plan Area the building design guidelines shall address: building siting; bulk and massing; height; setbacks; transitions to adjacent existing low scale uses; transitions and sensitivity to adjacent historic resources; building articulation; architecture; landscape design strategies; and parking design.

b) Open Space Design Guidelines: Open space design guidelines shall address the provision for adequate public and private open space as

an integral part of the conceptual land-use alternatives and site planning for new development. These guidelines shall also address creating a network of open spaces connected by greenways and/or pedestrian-priority streets that complement and connect with other existing open spaces within a half mile distance of the Plan Area.

c) Streetscape / Public Realm Design Guidelines: The Consultant shall develop "public realm" streetscape plans that identify conceptual improvements for specific locations from the range of options discussed with the community. Streetscape improvements should include enhanced bikeways, widened and enhanced sidewalks and park strips, street trees, medians, pedestrian bulb-outs and pedestrian crossing refuge areas, transit stop improvements, enhanced crosswalks, placemaking strategies, public space and plazas, lighting, landscape and furnishings, signage, etc. The Consultant shall provide graphic representations of the streetscape plans, including:

- Before/after photomontage (simulation) illustrations for streetscape and circulation improvements;
- Streetscape sections; and
- Diagrams/graphics that illustrate streetscape improvement concepts, including, but not limited to, crosswalks, bike lanes, intersection improvements, curb ramps, and pedestrian refuge islands.

7. Public Services and Implementation

a) The Consultant shall include information about services and infrastructure needed to implement the Plan, including specific policies regarding utilities, public safety, and parks.

b) The Plan shall also identify actions and strategies for its implementation, including needed infrastructure improvements, such as roadways and parkland, and financing strategies to enable these improvements. An evaluation of projected costs and revenues associated with the proposed new streets (including utility infrastructure) and trolley loop and its potential effect on the City's budget should also be included.

B. Deliverables:

1. Administrative Draft Downtown Precise Plan:

a) One (1) Microsoft Word copy of the Plan (text only);

b) One (1) Adobe InDesign template for the Plan document;

c) One (1) Adobe InDesign copy of the Plan;

d) All electronic source files used to create the document; and

e) All electronic supplementary files to the report.

Task No. 7: Community Open House
Consultant will complete the tasks outlined below.

A. **Services:** The Consultant team shall assist staff in hosting an open house to present the Draft Plan to the community and provide an opportunity for the community to comment.

B. **Deliverables:**

1. Prepare and provide an agenda, PowerPoint presentation, and exhibition boards.
2. Facilitate the Community Open House.
3. Provide a workshop summary report that will be published on the City's website and shared with the community. This shall be done in a maximum of two weeks after the workshop.

Task No.8: Draft Plan Refinement
Consultant will complete the tasks outlined below.

A. **Services:** Refine the Plan document based on the comments received from the open house and TAC and DCTF meetings. The plan refinement may require multiple revisions in coordination with City staff.

B. **Deliverables:**

1. One (1) Adobe InDesign copy of the refined Draft Plan.
2. All electronic source files used to create the document.
3. All electronic supplementary files to the report.
4. One (1) fully editable PDF copy of the refined Draft Plan.

Task No. 9: California Environmental Quality Act (CEQA) Clearance
Consultant will complete the subtasks outlined below.

Subtask No. 9.1: Define Project, Review Data, Determine Existing Conditions, and Determine CEQA Strategy

A. **Services:** The Consultant shall work with City staff to define and determine the CEQA strategy necessary to prepare and complete the necessary CEQA documentation for adoption of the Precise Plan. The Consultant shall participate in a kick-off meeting to help determine the CEQA strategy and schedule. The meeting agenda shall include, but not be limited to, defining the scope, identifying the sections to include in the environmental document, collecting the necessary data and research, and determining the existing conditions.

B. Deliverables:

1. Attend Kick-off meeting.
2. CEQA Strategy and Schedule.

Subtask No. 9.2: Prepare Draft Environmental Review Clearance Documents

A. Services: Consultant shall prepare draft environmental review clearance documents. The environmental review scope is anticipated to include a program level Initial Study with technical studies, and Negative Declaration or Mitigated Negative Declaration that tier off the certified Environmental Impact Report (EIR) for the City of Santa Clara 2010-2035 General Plan The document shall address all required CEQA topics. At a minimum, technical studies will be required for cultural resources, traffic, and air quality.

B. Deliverables:

1. Notice of Determination, one draft and one final version.
2. Attend one Planning Commission and one City Council hearing.
3. Prepare final Initial Study.

However, if an EIR is required, the report shall include the following deliverables:

1. Prepare a Notice of Preparation (NOP) (one draft and one final).
2. Assist City staff with scoping meeting(s); review, compile, and respond to comments received.
3. Prepare Administrative and public draft EIR.
4. Prepare a Notice of Completion (NOC) and Notice of Availability (NOA) (one draft and one final).
5. Prepare the First Amendment to the Draft EIR; including Response to Comments, Mitigation Monitoring and Reporting Program, CEQA Findings, and Statement of Overriding Considerations, if applicable.
6. Prepare Notice of Determination (NOD) (one draft and one final).
7. Attend one (1) Planning Commission and one (1) City Council hearing.
8. Prepare final environmental document.

Task No. 10: Planning Commission and City Council Public Hearings

Consultant will complete the subtasks outlined below.

Subtask No. 10.1: Planning Commission Hearing

A. Services: The Consultant team shall make changes to the draft document (text and/or graphics) based on the Planning Commission's recommendations.

B. Deliverables:

1. Attendance at Planning Commission Hearing.
2. Preparation of material content for staff report and PowerPoint presentation.

Subtask No. 10.2: City Council Hearing

A. Services: The Consultant team shall make changes to the draft document (text and/or graphics) based on the City Council's recommendations.

B. Deliverable:

1. Attendance at City Council Hearing.
2. Preparation of material content for staff report and PowerPoint presentation.

3. OPTIONAL TASKS

At the City's sole option, the Consultant may assist the City with the development of a Request for Proposals (RFP) for the sale or lease for the development of City-owned properties located within the Downtown Precise Plan Area, by performing one or more of the services described below. All optional tasks performed shall be priced pursuant to the pricing stated in the Optional Task Price List in Exhibit B, Section 4.

3.1. Optional Tasks

5.4.1. Developer Round Table Conference: Consultant shall engage with the developer community to form a panel that reflects the various project types that may be appropriate to different areas of the Downtown study area. Consultant shall facilitate a round table conference where the developers will show the projects they have built and explain how they may be appropriate to certain downtown infill opportunities and what project characteristics would be attractive to them.

5.4.2. Student Engagement: Consultant shall perform targeted outreach to students at Santa Clara University, local high schools and other youth organizations to engage them in shaping the future of Downtown Santa Clara.

5.4.3. Summer Event Pop-Ups: Consultant shall facilitate up to three (3) pop-up booths at city-wide events such as farmers markets, art & wine festivals, street dance events, the Fourth of July City picnic, etc.

5.4.4. Meeting in A Box: Consultant shall provide a complete package of engagement tools to City staff or partner organizations to conduct outreach and engagement meetings. Consultant shall also perform an audit of the meeting(s) with TAC/DCTF members and stakeholders.

5.4.5. Retail "101" Workshop: Consultant shall present a workshop discussing how retailers determine if a new store is warranted; how data is collected and analyzed; how real estate is evaluated; and how internal decision processes work. Participant takeaways shall include an understanding of retailer processes, so they can determine whether a retailer cares about a particular property, and how to communicate a property's compelling attributes to a potential retail tenant.

5.4.6. Ground-Floor Retail Best Practices Guidance Document: Consultant will prepare a guidance document for City staff (and developers) to use to make sure that ground floor space is designed appropriately for retail uses.

5.4.7. Illustrations: Consultant shall provide artist renderings of the preferred concept.

5.4.8. Phase 1 Environmental Assessment: The Initial Study's Hazardous Materials section will be augmented by a Phase I Environmental Site Assessment prepared by Consultant, or Subconsultant. Mitigation measures to reduce significant hazard and hazardous material impacts will be identified, as appropriate.

5.4.9. Environmental Impact Report: Consultant shall prepare an Environmental Impact Report.

5.4.10. Support Preparation of Developer RFP: Consultant shall assist the City in the preparation and review of a developer RFP.

EXHIBIT B
SCHEDULE OF FEES

1. Maximum Compensation

The maximum amount of compensation to be paid to Consultant shall not exceed Five Hundred Seventy-Eight Thousand Three Hundred Forty-Six Dollars ($578,346).

2. Project Tasks

City shall pay Consultant for completed Downtown Precise Plan preparation tasks as set forth in the Scope of Services (Exhibit A) at the rates listed in Table B1- Payment Schedule below.

3. Reimbursable Expenses

City shall pay Consultant for approved reimbursable expenses. The total not-to-exceed compensation for reimbursable expenses is listed in Table B1- Payment Schedule below.

Table B1 – Payment Schedule

Task Number	Deliverable	Cost
1.1	Project Initiation Kick-off Meeting	$19,910
1.3	Existing Conditions Report	$33,945
1.4	Opportunities and Constraints Report	$13,170
2	Public Outreach Strategy Memo	$1,850
2	Online Community Engagement Tool	$6,970
2	Materials for Meetings	$3,660
2	Meeting Minutes and Comment Summaries	$3,120
2	Attend Three TAC Meetings	$11,230
2	Attend Four DCTF Meetings	$15,880
2	Attend up to Five Public Meetings	$5,240
2	Attend Two Planning Commission Hearings and Two City Council Study Sessions	$10,320
3	Financial Analysis Report	$31,260
4.1	Land Use Scenarios Memo	$38,235
4.2	Opportunity Site Development Scenarios Memorandum	$36,505
5	Plan, Schedule, and Facilitate Two Workshops	$21,014

5	Draft guiding principles/vision report for Workshop #1	$540
5	Workshop summary report for two workshops	$567
6	Administrative Draft Downtown Precise Plan	$68,380
7	Prepare agenda, PowerPoint Presentation, and exhibition boards, and attend Community Open House	$9,994
7	Workshop summary report for Community Open House	$526
8	Refine the draft Plan document	$12,880
9.1	Attend CEQA project meeting	$2,930
9.1	Prepare CEQA strategy and schedule documents	
9.2	Administrative draft environmental document	$69,950
9.2	Notice of Preparation	
9.2	Assist City staff with scoping meeting(s); review, compile, and respond to comments received	
9.2	Prepare Administrative and public draft EIR	
9.2	Prepare a Notice of Completion and Notice of Availability	
9.2	Prepare amendment to draft EIR	
9.2	Notice of Determination	
9.2	Attend one Planning Commission hearing and one City Council hearing	
9.2	Final draft of the EIR	
10.1	Attend Planning Commission Hearing	$5,160
10.2	Attend City Council Hearing	$5,160
10.2	Materials for the staff report and PowerPoint presentation	$9,680
	Reimbursable Expenses	$14,295
	TOTAL	**$452,371**

4. Optional Tasks

4.1. At the City's sole option Consultant shall perform the optional task(s) listed in Exhibit A, Section 3 entitled "Optional Tasks".

4.2. City shall pay Consultant for completed optional tasks at the rates listed in Table B2-Optional Task Price List below.

Table B2 – Optional Task Price List

Task	Cost
Developer Round Table Conference	$8,320
Student Engagement	$7,500
Summer Event Pop-Ups	$8,020
Meeting in A Box	$2,940
Retail "101" Workshop	$2,500
Ground-Floor Retail Best Practices Guidance Document	$4,000
Phase 1 Environmental Assessment	$14,375
Prepare EIR	$30,000 - $70,000
Support Preparation of Developer RFP (per site)	$8,320

5. Invoicing

5.1. Consultant shall submit to the City a monthly invoice by the fifteenth (15th) day of each month, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

5.2. Each invoice shall include the task costs for the previous month. The invoiced task costs shall be in a separate section from the reimbursable expenses.

5.3. The City shall review the invoice submitted by Consultant and within ten (10) working days of receipt of the invoice, the City shall notify Consultant of any discrepancies or deficiencies in said invoice.

5.4. If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Consultant a written explanation of why the expense is being disputed.

8. Payment to Consultant

8.1. Except as otherwise provided in this Agreement, the City shall make monthly payments within thirty (30) calendar days from the City's approval of Consultant's invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect, 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 Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

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

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using 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 Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. 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.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

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

documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this 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 Consultant 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, Consultant, and each and every subconsultant (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. Consultant 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

Consultant 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, Consultant 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, Parks and Recreation Department
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 Consultant 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.

19-1006 **Agenda Date: 10/8/2019**

REPORT TO COUNCIL

SUBJECT

Action on the Award of Agreement to Wallace Roberts & Todd, LLC for Downtown Precise Plan Consultant Services and Related Budget Amendment

BACKGROUND

The City of Santa Clara's 2010-2035 General Plan identifies focus areas throughout the City, including the Downtown area, to promote the City's diverse economic base and meet the demand for housing that addresses job growth in the City and region.

In August 2015, the Santa Clara City Council adopted a Strategic Objective to evaluate a Santa Clara Downtown/Super Block project. The City then hired an urban design consultant to help facilitate a series of workshops and meetings between October 2015 and November 2017, which were used to gather community input on a vision for the Downtown area's future development. Through this process the community identified several objectives for the redevelopment of the Downtown area as a vibrant, pedestrian-oriented destination. The restoration of Franklin Street as a public right-of-way open to vehicular traffic was identified as a primary objective.

The possibility of revitalizing the City's historic Downtown area has engaged City community members, including organizations such as Reclaiming Our Downtown and the Old Quad Resident's Association. In response to community interest, the City Council approved the Biennial 2018/19 and 2019/20 Capital Improvement Program Budget that includes $400,000 to support the preparation of a Precise Plan that will provide guidance for new development within the Downtown area through policies, guidelines, and illustrations that implement the community vision and objectives for a vibrant, pedestrian-oriented destination. As part of this effort, the City requires a consultant to assist in the preparation of the Precise Plan.

DISCUSSION

In February 2019, the City issued a Request for Qualifications (RFQ) for Downtown Precise Plan Consultant Services, using the City's e-procurement system. A total of 75 companies viewed the RFQ and the City received proposals from four companies by the March 25, 2019 deadline:

- Dyett & Bhatia Urban & Regional Planners (Oakland, CA)
- Lisa Wise Consulting, Inc. (San Francisco, CA)
- M. Arthur Gensler, Jr. & Associates dba Gensler (Los Angeles, CA)
- Wallace Roberts & Todd, LLC (San Francisco, CA)

Evaluation: A seven-member evaluation team with representation from the Community Development Department, Public Works Department, City Manager's Office, and the Downtown Community Task Force was formed to evaluate the proposals. Each team member independently evaluated and scored the proposals.

Proposal Responsiveness: Staff determined all proposals were responsive and met the initial pass/fail review of the stated minimum qualifications.

Cover Letter and Qualifications (25% weight): A letter identifying the proposer's firm and highlights of the proposal package. Additionally, each proposer submitted a statement of qualifications for their firm and proposed project staff including resumes and relevant project lists.

Project Approach (25% weight): The evaluation team evaluated the proposers' project approach including the major tasks and services to be provided, and proposed subconsultants.

Draft Scope of Work (40% weight): The proposers were required to submit a draft scope of work for the project including a project schedule that outlined the timing of each task and deliverable.

References (5% weight): The proposers were required to submit with their proposal three references for similar services performed.

Cost (5% weight): Cost proposals were opened and scored at the end of the technical proposal evaluation.

Oral Presentations: On June 28, 2019, the four proposers were invited to participate in oral presentations to demonstrate their knowledge and understanding of the City's requirements and introduce key personnel who would be assigned to the project.

The evaluation results are summarized in the table below.

Criteria	**Maximum Points**	**Dyett & Bhatia**	**Lisa Wise Consulting**	**Gensler**	**Wallace Roberts & Todd**
Cover Letter	5	4	4	4	4
Firm Qualifications	10	8	8	8	8
Staff Qualifications	10	8	8	8	8
Draft Scope of Work	40	27	29	32	33
Project Approach	25	19	19	18	21
References	5	3	4	4	5
Cost	5	5	4	4	4
Totals	100	74	76	78	83

Notice of Intended Award:
A Notice of Intended Award (NOIA) announcing the City's recommended Consultant was published on July 1, 2019. The RFQ process included a ten-day protest period; no protests were received.

Recommendation:
Staff recommends award of agreement to Wallace Roberts & Todd, LLC. The evaluation team unanimously agreed that their expertise and project approach is the most advantageous and provides the best value to the City. The Consultant's team is comprised of industry experts in town planning, placemaking, transportation, economic development, environmental analysis, and community engagement. Additionally, their solution included the following key attributes.

- Integrated community engagement that is built upon the efforts conducted in 2015 and 2017;
- Balance between community needs and development realities;
- Pro forma financial feasibility testing of prototypical opportunities to provide an assessment of current planning parameters and the economic challenges to creating the desired development pattern; and
- Development of a plan framework that is based on good town-making principles.

References were checked with Universal Paragon Corporation (California), the City of Millbrae (California), and the Town of Windsor (California). The references checked positive.

Pending Council's approval, the Agreement shall be executed to provide the required consulting services for the Downtown Precise Plan development. The initial term of the Agreement shall be for three years ending on September 30, 2022, with an option to extend the Agreement for an additional three-year term through September 30, 2025.

The agreement is fixed-price with payments tied to the successful completion of the milestones listed in the table below. The cost elements include the tasks from the scope of work that were identified in the RFQ, as well as the optional tasks identified by the Consultant in their RFQ response.

COST ELEMENTS:	
Project Initiation	$67,025
Issue Identification and Vision	$58,270
Financial Analysis	$31,260
Development Scenarios/Conceptual Plans	$74,740
Workshops	$22,121
Draft Precise Plan Chapter Development	$68,380
Public Services and Implementation	$10,520
Draft Precise Plan Refinement	$12,880
CEQA Clearance	$72,880
Planning Commission & City Council Public Hearings	$20,000
Reimbursable Expenses	$14,295
Services Subtotal	***$452,371***
Optional Services	***$125,975***
GRAND TOTAL	**$578,346**

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Scope of Work Summary:
The Consultant shall work closely with the City and Downtown Community Task Force in the development of the Precise Plan. The Plan process shall include periodic check-ins with the City Council to report on community and Task Force input, and to receive Council feedback at key milestones in the planning process such as the completion of the market assessment; the proposed vision scenarios; and the preferred land use plan. Preparation of the Plan is anticipated to require approximately 18 months and includes the following key work program elements.

- Analysis of existing conditions;
- Development of a public outreach strategy for the planning process;
- Analysis of potential market demand for housing, commercial, office, and mixed-use development in the Precise Plan area;
- Development of three (3) long-term vision scenarios that represent the planned build out of the Plan area including, land use and development intensities, multi-modal connectivity improvements, open space plans, and streetscape and public space improvements;
- Analysis of the economic feasibility of each land use scenario, along with a summary of community input, to inform the selection of a preferred scenario;
- Design guidelines that build upon the City's existing General Plan design policies, as well as the information gathered during the community outreach activities; and
- The Precise Plan document, including the preferred land use scenario.

The unanimous selection of the Consultant by the evaluation team reflects the expertise the Consultant demonstrated in areas reflective of the work program, including the preparation of downtown plans, conducting community engagement, real estate economics, and form-based codes and other zoning tools.

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

Funds in the amount of $400,000 were allocated for the development of a Downtown Precise Plan, including the Franklin Street restoration, in the CIP budget (CIP 539-6559). From this budget, $90,000 was spent on a non-refundable deposit for an option on the acquisition of the Franklin Street Right-of-Way easement.

The Consultant's proposal for the scope of work requested by the City has a cost of $452,371. Additionally, the Consultant's proposed optional tasks total $125,975. The combined total cost of the Consultant's services is $578,346. Currently the available budget amounts to $310,000. Therefore, staff is requesting that funds in the amount of $268,346 be allocated from the Advanced Planning Reserve to cover the total cost of the Agreement.

The budget amendment below allocates funding from the Advanced Planning Reserve account to the Downtown Master Plan Capital Project in the amount of $268,346.

Budget Amendment
FY 2019/20

	Current	Increase/ (Decrease)	Revised
General Fund			
Reserve			
Advanced Planning	$368,749	($268,346)	$100,403
Transfers Out			
Transfer to the General Government Capital Fund	$933,535	$268,346	$1,201,881
General Government Capital Fund			
Transfers In			
Transfer from the General Fund	$933,535	$268,346	$1,201,881
Expenditures			
Downtown Master Plan Project	$310,000	$268,346	$578,346

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> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute an agreement with Wallace Roberts & Todd, LLC to provide Downtown Precise Plan Consultant Services for an initial three-year term ending September 30, 2022, for a maximum compensation not to exceed $578,346, subject to the annual appropriation of funds;
2. Approve the related budget amendment recognizing appropriations of an additional $268,346 in FY 2019/20 in the Downtown Master Plan Capital Improvement Project for the development of a Downtown Precise Plan funded by the General Fund Advanced Planning Reserve; and

3. Authorize the City Manager to execute an amendment to extend the Agreement for an additional three-year period ending September 30, 2025 and increase maximum compensation in the event that additional services are required, subject to the annual appropriation of funds.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement with Wallace Roberts & Todd, LLC