AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND PERKINS + WILL, INC.

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Perkins + Will, Inc., a Delaware corporation, with its principal place of business located at 2 Bryant Street, Suite 300, San Francisco, CA 94105 ("Contractor" or "Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

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

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, 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 PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

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

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

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

3. COMMENCEMENT AND COMPLETION OF SERVICES.

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

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

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

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on September 30, 2017.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

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

7. WARRANTY.

Contractor represents that all materials and services covered by this Agreement shall be shall conform to the specifications, requirements, and instructions upon which this Agreement is based and performed reasonably and consistent with the professional standards referred to hereinabove. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligent errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

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

9. BUSINESS TAX LICENSE REQUIRED.

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

10. RESPONSIBILITY OF CONTRACTOR.

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

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

11. COMPENSATION AND PAYMENT.

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

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

12. TERMINATION OF AGREEMENT.

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

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

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

15. INDEPENDENT CONTRACTOR.

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

16. NO PLEDGING OF CITY'S CREDIT.

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

17. CONFIDENTIALITY OF MATERIAL.

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

18. USE OF CITY NAME OR EMBLEM.

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

19. OWNERSHIP OF MATERIAL.

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

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

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

21. CORRECTION OF SERVICES.

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

22. FAIR EMPLOYMENT.

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

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law and other than in the practice of professional services such that the Contractor's Commercial General Liability Policy shall accept a tender of any claim, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

Additionally, and in the practice of professional services such that the Contractor's Professional Liability Policy shall accept a tender of any claim, Contractor agrees to hold harmless and indemnify City, its City Council, commissions, officers, and employees from and against injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees involved in the City providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the professional Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

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

25. AMENDMENTS.

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

26. INTEGRATED DOCUMENT.

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

27. SEVERABILITY CLAUSE.

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

28. WAIVER.

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

29. NOTICES.

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

City of Santa Clara
Attention: Planning Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-9857

And to Contractor addressed as follows:

Name: Perkins + Will
Address: 2 Bryant Street, Suite 300
San Francisco, CA 94105
or by facsimile at (415) 856-3001

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

30. CAPTIONS.

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

31. LAW GOVERNING CONTRACT AND VENUE.

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

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

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

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will

fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. **CONFLICT IN TERMS.**

In the event of a conflict between the terms of the main body of this Agreement and the terms of any of the Exhibits, the main body of this Agreement shall control.

36. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

37. PROGRESS SCHEDULE.

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

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

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

Dated: 4.29.16

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

"CITY"

PERKINS + WILL, INC.
a Delaware corporation

Dated: MARCH 28, 2016
By: Geeti Silwal
(Signature of Person executing the Agreement on behalf of Contractor)
Name: Geeti Silwal
Title: Principal-in-Charge
Local Address: 2 Bryant Street, Suite 300
San Francisco, CA 94105
Email Address: geeti.silwal@perkinswill.com
Telephone: (415) 856-3000
Fax: (415) 856-3001

"CONTRACTOR"

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AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL INC.

EXHIBIT A

SCOPE OF SERVICES

Perkins + Will has reviewed the Project Description and Task structure in the RFP and confirms its ability to accommodate this Scope of Work within the project budget, subject to enhancements listed after the tasks below, which are believed necessary to provide the City with the deliverables needed for approval, adoption and implementation of the Plan.

Perkins and Will Assumptions

1. Normal reimbursable expenses associated with travel, meals, accommodations, in-house printing and postage are included within the overall total budget for each task. Any special reimbursable expenses that may arise will be estimated for City review and approval before costs are incurred.
2. Deliverables are limited to those described in the scope of services. All deliverables (other than those defined in the scope of services as associated with the EIR process) are assumed to be electronic versions of the documents described. The City of Santa Clara will be responsible for printing and distribution of any hard copies other than those required for the NOP and all editions of the EIR. Presentation material for community outreach, stakeholders and hearings with elected officials will be in electronic format.
3. Coordination with other agencies is the responsibility of City staff.
4. The City will provide one set of coordinated comments for each review period indicated on the project schedule.

TASKS:

TASK 1: COMMUNITY INVOLVEMENT PLAN

The consultant shall develop a collaborative involvement plan for the project. The City will partner with local and regional community based organizations as well as engage in directed education and outreach efforts involving the diverse population of Santa Clara. Regular meetings will be scheduled with community stakeholders to ensure that their input and feedback is included at specific points of plan development. Specific deliverables include:

Deliverable 1a:	**A community involvement plan (details of who will be engaged and when, along with the strategies that will be used to engage them).**
Deliverable 1b:	**Materials for distribution at community and TAC meetings (draft and final versions of maps, handouts etc. as they are prepared).**

Deliverable 1c: **Tentative timeline for TAC and broader community outreach meetings that are coordinated with project milestones.**
Deliverable 1d: **Meeting minutes, public comment summaries, survey or focus group summaries (as appropriate).**

TASK 2: PARKING AND TRAFFIC CIRCULATION ANALYSIS
The consultant shall prepare a parking demand analysis for the project area related to transit service and intensification of land uses in the area. The analysis, summarized in a technical memorandum, shall examine:

- Internal neighborhood circulation and connection to the City's roadway network
- Need for roadway and access improvements to serve neighborhood and surrounding areas
- Residential, commercial and mixed use parking demand and management strategies
- Potential for controlled, shared and/or fee parking in the station area

The consultant shall prepare a detailed analysis for each land use alternative to address trip generation and circulation issues in the project area. Motor vehicle, transit, bicycle and pedestrian circulation patterns shall be considered, focusing on connectivity for these modes to the Tasman Light Rail station and beyond, including access for the disabled and elderly. Coordination of bus transit service with rail transportation and non-motorized connections to transit shall also be considered. Safety and operational issues shall be analyzed for the alternatives. Level of Service (or current equivalent model) analysis shall be conducted for motor vehicles, transit, bicycles and pedestrians for each alternative along with identification of required mitigation measures. Ridership projections shall be developed by travel period and commute direction

The consultant shall present the findings from the Parking Demand and Traffic Analysis at the public outreach meetings and seek feedback on alternatives. Utilizing interactive planning techniques, the consultant shall lead meeting attendees in an exercise to identify community priorities and preferences. This may result in a clear preference for one of the alternatives or varied concepts that combine components of alternatives. The consultant should illustrate how public interest is reflected in the alternatives.

Deliverable 2a: **Parking demand and traffic circulation analysis**
Deliverable 2b: **Transportation/access improvements needs**
Deliverable 2c: **Meeting(s) summary**

TASK 3: ALTERNATIVES DEVELOPMENT, SELECTION OF A PREFERRED ALTERNATIVE, AND DEVELOPMENT OF URBAN DESIGN, STREETSCAPE AND OPEN SPACE STANDARDS

Task 3.1: ALTERNATIVES DEVELOPMENT
The consultant shall facilitate a TAC Meeting and a Stakeholders' Meeting to collect feedback on the Tasman East Focus Area, including the range of issues, project recommendations, and potential drivers and project indicators for the development of a plan for the subject area. These considerations shall lead to the development of a project vision statement, project indicators, and preliminary bubble diagram concepts that start to establish the range of project alternatives. This discussion and exercise shall serve as a starting point for the development of draft plan alternatives.

The consultant shall develop up to three draft alternatives for the Focus Area, illustrating conceptual alternatives for land use, density, corridor connectivity, public spaces, community facilities, site development and reuse, urban design concepts, and other elements identified by the TAC and stakeholders, expressed as a series of site plan diagrams, text and tables for the Plan Area Focus. These alternatives shall be based on the work of earlier tasks and input received throughout the planning process. The draft alternatives shall be accompanied by appropriate maps, tables, and graphics.

The consultant shall present the conceptual alternatives at a subsequent TAC Meeting Stakeholders' Meeting and work closely with both groups to refine the plan alternatives to best meet project goals and the issues and concerns expressed by the public.

Deliverable 3.1: Up to three draft alternatives and accompanying descriptions, diagrams, development tables, pros and cons comparison, and summary of the effectiveness of each alternative in meeting project goals and indicators or addressing significant issues project issues.

Task 3.2: PREFERRED ALTERNATIVE

The consultant, in consultation with the City of Santa Clara and the community, shall develop a preferred land use and circulation alternative to serve as the basis for the Draft TEFA Plan.

To complement the land use and circulation preferred alternative, the consultant shall develop design and streetscape standards based on input from community outreach meetings. The urban design standards shall address transit oriented design, including general design concepts for public spaces, street design by type and function of street, building form and orientation, street furniture, street lighting, street trees and landscaping, decorative sidewalks, utility vaults/cabinets, special design treatments for bicycle and pedestrian connections to or at the rail station and bus stops, and to other areas outside the neighborhood. Accessible design for elderly and disabled persons and accessible paths of travel from the station through the Specific Plan area shall be addressed.

The consultant shall assess open space needs resulting from future development in the area and identify general locations for public and private open space. An open space framework plan shall be prepared to meet this objective. The proposal shall also offer at least one means to address the cost sharing of open space acquisition and development among area developers.

The consultant shall present the preferred land use and circulation alternative and the draft urban design, streetscape and open space standards at community outreach meetings. The public will be asked to respond to the preferred plan and design standards. Input received shall be used to refine the alternative and develop the Draft TEFA Plan.

Deliverable 3.2a: Large format graphic illustrating preferred alternative, draft Urban Design and Streetscape Standards and report
Deliverable 3.2b: Open Space Framework Plan (public parks and private open space)
Deliverable 3.3c: TAC and Stakeholders' meeting summaries

TASK 4: INFRASTRUCTURE DEVELOPMENT, BUDGET AND FINANCING STRATEGY

The consultant shall prepare an Infrastructure Development and Financing Strategy to determine, at an engineering level, the infrastructure necessary to support the land uses and improvements identified in the preferred land use and circulation alternative and the design

standards. Analysis supporting the strategy should describe the infrastructure conditions and improvements needed to support the anticipated development in terms of water, wastewater, storm drainage, sanitary sewer, roadways, electricity and gas, cable, telephone service, parks, schools, libraries, telecommunications and other civic needs. The analysis shall provide information to the EIR and include any improvements identified in the program EIR identified as mitigation. The analysis shall also include a preliminary stormwater management plan for the program area.

The analysis shall include preliminary cost estimates, phasing recommendations for improvements categorized by system, geography, or phased capacity improvements and recommended funding strategies.

Deliverable 4a: Infrastructure Development and Budget Report
Deliverable 4b: Financing Report
Deliverable 4c: TAC meeting summary
Deliverable 4d: Community meeting summaries

TASK 5: IMPLEMENTATION PLAN

The consultant shall identify specific action items to implement each element of the TEFA Plan, including zoning code and General Plan updates, with timelines for completion of each. The timeline is attached to this Agreement and is titled Schedule. Code updates shall be completed immediately after plan adoption.

Deliverable 5: Implementation Plan for each element of TEFA Plan (with timeline)

TASK 6: PREPARATION OF THE FOCUS AREA PLAN

The consultant shall prepare the Draft Tasman East Focus Area Plan. The **Plan** shall serve as the city's long range, comprehensive land use, circulation, and implementation plan for guiding development within the plan boundary. The Plan shall contain the following components:

- **Planning Process**: Description of the process to develop the plan and the role the public played in creating the plan.
- **Land Use/Housing**: Description of land use designations, including a total number of units, range of densities, square footage of non-residential uses, mixed use, and employment generating land uses. Population and job projections shall be included.
- **Transportation and Parking**: Description of circulation for motor vehicles, transit, bicycles, and pedestrians. New streets, paths and connections to existing roadways shall be included. Parking management strategies and TOD parking ratios shall be identified, based on the prior Parking Demand Analysis.
- **Station Access and Connectivity Plan**: Shall address access to the station by walking, bicycling, driving, and transit as well as circulation for these modes throughout the area, including across Tasman Drive and the train tracks, with connectivity to the light rail station as the goal. Accessible design for disabled and elderly persons shall be a component of this section, including accessible paths of travel to the station from transit-oriented development within one half mile.
- **Design and Streetscape Standards**: Shall include policies and standards to promote pedestrian friendly design to increase pedestrian comfort and safety in walking throughout the neighborhood, with special emphasis on walking to the station.

- **Public Realm Improvements**: Standards to enhance overall livability of the area shall also be included. These include parking structures, transit stop improvements, security, lighting, signage, etc.
- **Public Services**: Shall include information about services and infrastructure needed to implement the plan. Shall include specific policies regarding utilities, public safety, parks, schools, libraries, and cultural facilities.
- **Open Space Plan**: Shall address the provision for adequate public and private open space as an integral part of the conceptual land-use alternatives
- **Implementation Plan**: Shall identify actions and strategies for plan implementation, along with completion date estimates or triggers for phasing. The Plan shall also include infrastructure improvements needed for plan implementation, including parkland and roadways, and specific financing strategies to enable these improvements. The implementation plan shall also include an evaluation of projected costs and revenues associated with the development of the Tasman East Focus Area, and its potential effects on the City's budget.

The consultant shall conduct Community Meetings following preparation and release of the Draft TEFA Plan to receive public comment and input.

Deliverable 6a: Draft Tasman East Area Plan
Deliverable 6b: Community Outreach Meeting Summary

TASK 7: PREPARATION OF PROGRAM/PROJECT EIR

The consultant shall prepare a Project-level Environmental Impact Report (EIR) which shall thoroughly and adequately assess the impacts of the draft plan and comply with the provisions of the CEQA and the applicable regulations thereunder. The successful consultant shall also prepare responses to comments received during the public review period, a mitigation monitoring and reporting program, and statement of overriding considerations, as necessary. The EIR shall address the following areas:

- **Land Use Consistency and Compatibility**: The EIR shall describe existing land use and development patterns and evaluate the proposed project's consistency with adopted city plans and policies.
- **Population, Housing and Employment**: The EIR shall analyze projected population, housing and employment impacts of the draft Area Plan.
- **Transportation and Circulation**: A traffic study shall be completed to determine the project's impacts to the existing and proposed roadway system, existing and proposed bikeway network, transit systems (bus and commuter rail) and pedestrians. Corridor levels of service shall be determined for regional/arterial streets.
- **Air Quality**: The EIR shall address the project's impact on air pollutants and their precursors as well as localized carbon monoxide impacts utilizing the appropriate air quality modeling tools. The analysis shall address both operational (long term) and construction level (short term) impacts on local and regional air quality as well an analysis of impacts on sensitive receptors.
- **Noise**: The EIR shall address the potential impacts on ambient noise levels from any construction related noise as well as potential impacts on ambient noise from (and to) the proposed project (buildout of proposed land uses).
- **Biological Resources**: The EIR shall analyze the project's short term (construction) impacts as well as long term impacts on biological resources, including special status species.

- **Water/Wastewater**: The EIR shall analyze and address the project's construction and operational impacts to the water and wastewater systems, water supply and wastewater capacity to serve buildout of the General Plan. A Water Supply Assessment shall be completed for the project and shall be available to the EIR consultant.
- **Hydrology/Flooding**: The EIR shall analyze the stormwater system, potential flooding impacts and water quality.
- **Public Services**: The EIR shall evaluate the potential impacts to public services such as schools, parks, solid waste disposal, police, fire, and utilities.
- **Cultural and Historic Resources**: The EIR shall evaluate potential impacts to cultural and historic resources.
- **Visual Quality**: Scenic, natural, cultural and historic assets will be evaluated and potential impacts of the project identified.
- **Geology and Seismicity**: The EIR shall examine geologic and seismic conditions, addressing ground shaking and liquefaction potential from earthquakes.
- **Hazardous Materials/Toxics**: The EIR shall evaluate sites in the plan area which are potentially contaminated.
- **Energy/Climate Change**: Changes in energy consumption anticipated through implementation of the draft Plan shall be analyzed. Greenhouse gas emissions anticipated with the project shall be included. The EIR shall analyze how development anticipated by the plan shall be affected by climate change and how implementation of the plan shall affect climate change. While analysis of this topic is evolving, this EIR shall include the most current thinking and practice regarding impacts of greenhouse gas emissions, including a discussion of the Plan's consistency with the adopted Climate Action Plan.
- **Alternatives Analysis and Assessment of Cumulative impacts:** The EIR shall include an alternatives analysis that includes, at a minimum, a No Project alternative, an Reduced Density Alternative, and a location alternative using a Phase III focus area for comparison. The EIR shall also include an analysis of cumulative impacts from other anticipated developments in combination with the implementation of the Tasman East Focus Area Plan.

Deliverable 7: **Draft Environmental Impact Report (including all necessary paper copies, 15 copies on CD for distribution to the State Clearinghouse by the consultant, and a PDF copy for posting on the City's website).**

TASK 8: EIR CERTIFICATION AND ADOPTION OF TASMAN EAST FOCUS AREA PLAN

The consultant shall present the Draft TEFA Plan and EIR at public hearings before the Planning Commission and City Council. The City and consultant shall make any final revisions to TEFA Plan and EIR based on changes adopted by either the Planning Commission or City Council. Staff anticipates four (4) public hearings and four (4) study sessions.

Deliverable 8a: **Final Environmental Impact Report with Mitigation, Monitoring and Reporting Program, including all necessary paper and PDF copies**

Deliverable 8b: **Adopted TEFA Plan, including General Plan, Zoning, and Design Guidelines amendments required to implement the plan**

ENHANCEMENTS:

MARKET ASSESSMENT

Future transformation in the Tasman East Focus Area will rely on a combination of public and private actions and activity. However, the public sector actions will be relatively small in scale since most of the transformative activity will be undertaken by private sector property owners and stakeholders. Therefore it is essential to understand the development/real estate investment process and housing market conditions in Santa Clara in order to clarify the types of housing densities, housing product types, and supportive services which will drive transformative development, to gauge barriers to redeveloping existing light industrial properties, and to determine strategies for overcoming those barriers.

To this end, Strategic Economics will prepare a market and development feasibility analysis focusing on local residential market conditions to assess demand and development feasibility for higher-density products, ranging from townhouses to five- to six-story mixed-use buildings with local retail and services. Strategic Economics will also specifically examine whether market conditions merit an increase in maximum allowable densities from 50 dwelling units per acre to 100 dwelling units per acre.

The market and development feasibility analysis will address such issues as: optimal location factors or characteristics for housing, general sources of demand, likely construction costs for different product types (as a range), rents or sales prices required to make buildings financially feasible, etc. In addition, Strategic Economics will assess whether the Study Area offers high, medium, or low opportunities for future development of higher-density product types, given market/trade area and local conditions. Finally, Strategic Economics will identify key barriers to redeveloping existing light industrial properties, and will recommend implementation strategies to overcome these barriers based on these market conditions.

TRANSPORTATION DEMAND MANAGEMENT

The Tasman East Focus area plan RFP anticipates an increase in the overall density to up to 100 dwelling units per acre; however, some of the major challenges with increased intensities of uses include overloading the current transportation network that is already operating at, or above capacity. In order to address these concerns, Nelson\Nygaard will work with City staff and Project Team members to focus on implementing feasible Transportation Demand Management (TDM) and parking management strategies to reduce the dependency on auto use and ownership, and to maximize the use of alternatives modes of transportation. Such actions will further support goals and objectives in the City's General Plan and these TDM and parking measures will aim to reduce vehicle miles traveled (VMT), reduce greenhouse gas emissions, and encourage future residents, employees, and visitors to walk, bike, carpool, or use public transit or shuttle systems.

SUSTAINABILITY

Perkins + Will's sustainability team will push the envelope in sustainable design and challenge the team to exceed green and energy efficient buildings and site design. An outline scope of work for developing a world-class sustainability strategy is described below.

Determine Performance Standards

- Work from initial Masterplan with potential uses and areas – start process to determine the electrical, heating, water and # of people oriented issues for the site;
- Establish the energy code baseline for the development time frame;
- Agree and establish code minimum

- Review further updates of energy code improvements projected to be implemented through the life of the development project

Projected Utility Demand

- Assess the projected heating, cooling, electrical and water use based on the following considerations:
- The current and evolution of energy codes giving a minimum baseline;
- Proposed improvements on code performance for consideration;
- Development of utility load profiles with agreed performance criteria;
- Identify the utility use, cost and GHG emissions related;
- Consider performance goals for potential district energy system.

Alternative energy review

- Review all sources that may be available locally and which could be well-suited to the site and compatible with a potential district energy system;
- Consider district cooling as beneficial to overall development model and central plant operational carbon efficiencies;
- Work with City staff to identify local partners who could develop smart grid concepts;
- Open discussion to global-leading technology companies within the area for potential pilot project collaboration and smart-tech integration;

Water systems

- Develop overall water efficiency footprint for the development to meet the agreed performance goals.
- Include strategies for treatment and reuse of stormwater;
- Develop concept for centralized non-potable water mains (purple pipe) systems – to reduce potable water consumption

Waste resources

- Investigate potential for mining energy resource from existing waste streams, at landfill, wastewater treatment, biomass, biogas, etc.
- Draw on experience with anaerobic digesters to determine potential for green energy supply as part of closing loop as alternative energy supply.
- Develop potential for composting on-site of organic material, and how this can be used as a means of remediating the site and encouraging agriculture.

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND PERKINS + WILL INC.

EXHIBIT B

FEE SCHEDULE

TASMAN EAST TEAM FEE PROPOSAL								
TASK	Perkins +Will	Perkins +Will	Fehr & Peers	Nelson \ Nygaard	BKF	Strategic Economics	David J. Powers & Associates	TOTAL PER TASK
	Urban Design + Landscape	Sustainability	Traffic	Transit + Parking	Infrastructure	Economics	Environmental	
1. Project Initiation + Site Tour	2,700		900	2,780	1,580	2,160	2,000	12,120
2. Existing Conditions + Market Analysis	20,000	4,000	2,000	1,920	4,650	14,100	4,110	50,780
3. Community Outreach	45,000	3,000	4,000	5,000		4,000		61,000
4. Parking / Traffic Circulation / Transit	2,000		25,100	45,740				72,840
5. Alternatives	125,000	17,000	7,545	2,980	1,420	4,820		158,765
6. Preferred Plan	60,000	5,000						65,000
7. Infrastructure	2,000				20,000			22,000
8. Implementation Strategy + Financing	10,000	4,000				10,960		24,960
9. Focus Area Plan	20,000	2,000	2,770	2,540	5,920	9,800		43,030
10. Environmental EIR	5,000		77,220		3,690		149,620	235,530
11. Adoption + Certification	2,000						11,400	13,400
TOTAL PER CONSULTANT	293,700	35,000	119,535	60,960	37,260	45,840	167,130	759,425

In no event shall the amount billed to City by Contractor for services under this Agreement exceed seven hundred fifty nine thousand four hundred twenty five dollars ($759,425), subject to budget appropriations.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE 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.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of 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 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, and volunteers.

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, and volunteers are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsements CG 20 10 and CG 20 37, or its equivalent.

2. Primary and non-contributing. The General Liability, Auto Liability and Umbrella/Excess Liability insurance policies provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and the General Liability and Umbrella/Excess Liability shall not

require contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other General Liability and Umbrella/Excess Liability insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

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 cancellation.

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 payme Page 3 of 4 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, reasonably 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. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, 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. 12010-S2 Hemet, CA 92546-8010	or	151 North Lyon Avenue Hemet, CA 92543

Telephone number:	951-766-2280
Fax number:	770-325-0409
Email address:	ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT D

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

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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

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

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

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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

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

AGREEMENT FOR THE PERFORMANCE OF SERVICES
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AND
PERKINS + WILL INC.

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

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

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

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

PERKINS + WILL INC.

an Illinois corporation

By: Geeti Silwal
Signature of Authorized Person or Representative

Name: Geeti Silwal

Title: Principal-in-Charge

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

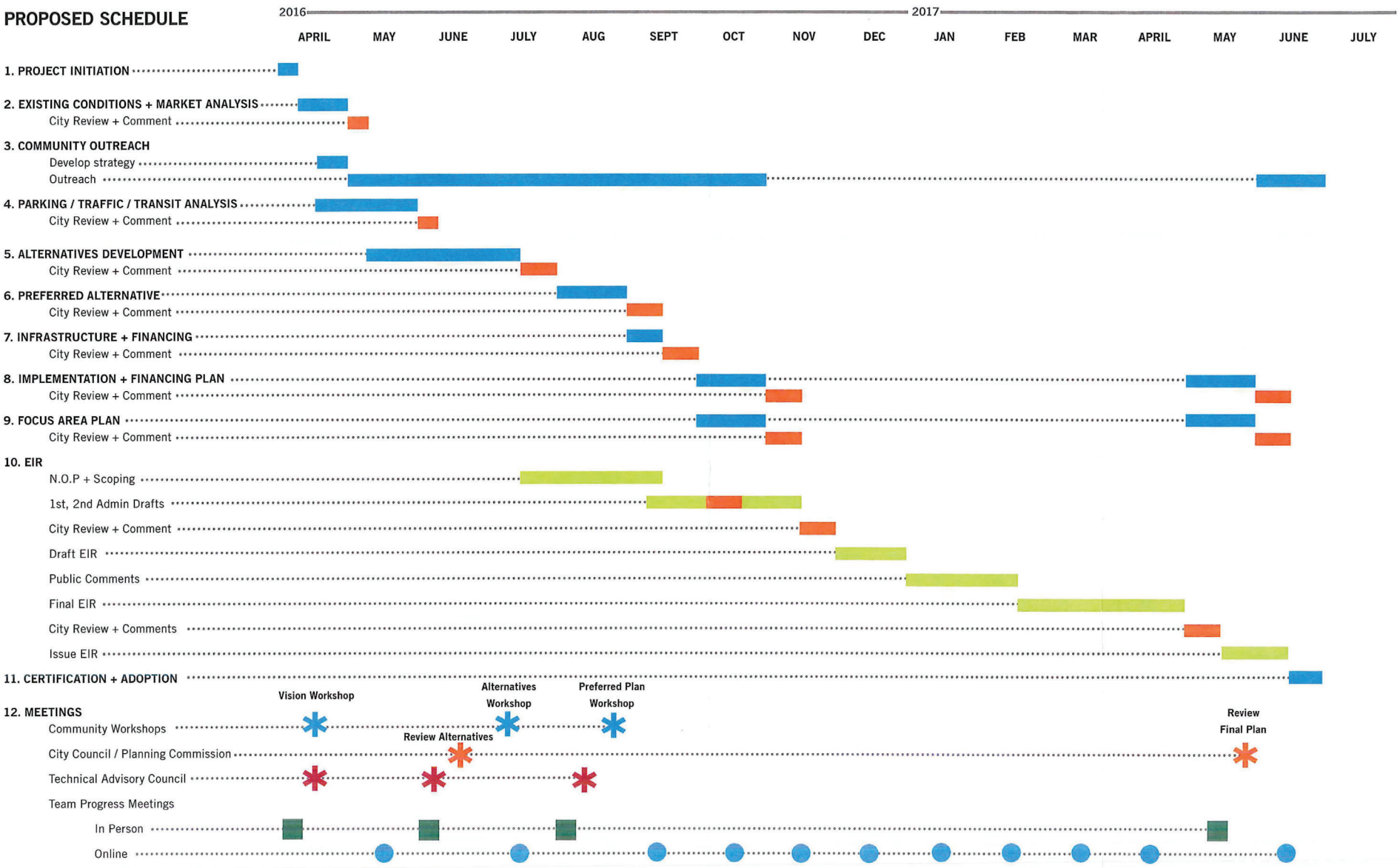
On March 28, 2016 before me, Richard J. Nemeth, Notary Public
(insert name and title of the officer)

personally appeared Geeti Silwal,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PC01 RICHARD J. NEMETH PC01
COMM. #2055230
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Feb. 12, 2018

Signature _____ **(Seal)**

PROPOSED SCHEDULE