

CITY OF PALO ALTO CONTRACT NO. C25192045

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF PALO ALTO AND URBAN PLANNING PARTNERS, INC.

This Agreement for Professional Services (this “Agreement”) is entered into as of the 16th day of December, 2024 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and URBAN PLANNING PARTNERS, INC., a California Corporation, located at 388 17th Street Suite 230, Oakland CA 94612 (“CONSULTANT”).

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

RECITALS

A. CITY intends to develop clear outdoor dining standards and street design for the car-free portion of Ramona Street (the “Project”) and desires to engage a consultant to develop outdoor dining standards, a street design, and wayfinding signage in connection with the Project (the “Services”, as detailed more fully in Exhibit A).

B. CONSULTANT represents that it, its employees and subconsultants, if any, possess the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY, in reliance on these representations, desires to engage CONSULTANT to provide the Services as more fully described in Exhibit A, entitled “SCOPE OF SERVICES”.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit A in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through December 31, 2025 unless terminated earlier pursuant to Section 19 (Termination) of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit B, entitled “SCHEDULE OF PERFORMANCE”. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and

timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit C, entitled "COMPENSATION," including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed One Hundred Sixty-Three Thousand One Hundred Forty-Eight **Dollars (\$163,148)**. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled "SCHEDULE OF RATES." Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

☒ Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of Two Thousand Four Hundred Twenty-Five **Dollars (\$2,425)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **One Hundred Sixty-Five Thousand Five Hundred and Seventy-Three Dollars (\$165,573)**, as detailed in Exhibit C.

"Additional Services" means any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit A. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY's Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled "PROFESSIONAL SERVICES TASK ORDER". Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY's Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for

Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the Services performed and the applicable charges (including, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon Exhibit C or, as applicable, CONSULTANT's schedule of rates set forth in Exhibit C-1. If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's invoices shall be subject to verification by CITY. CONSULTANT shall send all invoices to CITY's Project Manager at the address specified in Section 13 (Project Management) below. CITY will generally process and pay invoices within thirty (30) days of receipt of an acceptable invoice.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it, its employees and subcontractors, if any, possess the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subcontractors, if any, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. All Services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement, as amended from time to time. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds the CITY's stated construction budget by ten percent (10%) or more, CONSULTANT shall make recommendations to CITY for aligning the Project design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. CONSULTANT acknowledges and agrees that CONSULTANT and any agent or employee of CONSULTANT will act as and shall be

deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which CONSULTANT performs the Services requested by CITY under this Agreement. CONSULTANT and any agent or employee of CONSULTANT will not have employee status with CITY, nor be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONSULTANT will be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, workers' compensation, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performance of the Services, or any agent or employee of CONSULTANT providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's provision of the Services only, and not as to the means by which such a result is obtained.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written approval of the City Manager. Any purported assignment made without the prior written approval of the City Manager will be void and without effect. Subject to the foregoing, the covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators and assignees of the parties.

SECTION 12. SUBCONTRACTING.

☐ **Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the Services to be performed under this Agreement without the prior written authorization of the City Manager or designee. In the event CONSULTANT does subcontract any portion of the work to be performed under this Agreement, CONSULTANT shall be fully responsible for all acts and omissions of subcontractors.

☒ **Option B: Subcontracts Authorized:** Notwithstanding Section 11 (Assignment) above, CITY agrees that subcontractors may be used to complete the Services. The subcontractors authorized by CITY to perform work on this Project are:

PGAdesign
BKF Engineers

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Hannah Chan Smyth Email: hchansmyth@up-partners.com as the CONSULTANT's Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and

represent CONSULTANT during the day-to-day performance of the Services. If circumstances cause the substitution of the CONSULTANT's Project Manager or any other of CONSULTANT's key personnel for any reason, the appointment of a substitute Project Manager and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's Project Manager. CONSULTANT, at CITY's request, shall promptly remove CONSULTANT personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property.

CITY's Project Manager is Ashwini Kantak, City Managers Department, 250 Hamilton Avenue Palo Alto, CA, zipcode: 94301, . CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate Project Manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. All work product, including without limitation, all writings, drawings, studies, sketches, photographs, plans, reports, specifications, computations, models, recordings, data, documents, and other materials and copyright interests developed under this Agreement, in any form or media, shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work product pursuant to this Agreement are vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services.

SECTION 15. AUDITS. CONSULTANT agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for four (4) years from the date of final payment, CONSULTANT's records pertaining to matters covered by this Agreement, including without limitation records demonstrating compliance with the requirements of Section 10 (Independent Contractor). CONSULTANT further agrees to maintain and retain accurate books and records in accordance with generally accepted accounting principles for at least four (4) years after the expiration or earlier termination of this Agreement or the completion of any audit hereunder, whichever is later.

SECTION 16. INDEMNITY.

☒ 16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all third party demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney's fees, experts fees, court costs and disbursements ("Claims") to the extent that such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. CITY will reimburse CONSULTANT for the proportionate percentage of defense costs exceeding CONSULTANT's proportionate percentage of fault as determined by the

final judgment of a court of competent jurisdiction.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from a Claim arising from the active negligence or willful misconduct of an Indemnified Party that is not contributed to by any act of, or by any omission to perform a duty imposed by law or agreement by, CONSULTANT, its officers, employees, agents or contractors under this Agreement.

16.3. The acceptance of CONSULTANT's Services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. No waiver of a condition or nonperformance of an obligation under this Agreement is effective unless it is in writing in accordance with Section 29.4 of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit D, entitled "INSURANCE REQUIREMENTS". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be

construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. If CONSULTANT fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided under this Agreement or at law, the City Manager may terminate this Agreement sooner upon written notice of termination. Upon receipt of any notice of suspension or termination, CONSULTANT will discontinue its performance of the Services on the effective date in the notice of suspension or termination.

19.2. In event of suspension or termination, CONSULTANT will deliver to the City Manager on or before the effective date in the notice of suspension or termination, any and all work product, as detailed in Section 14 (Ownership of Materials), whether or not completed, prepared by CONSULTANT or its contractors, if any, in the performance of this Agreement. Such work product is the property of CITY, as detailed in Section 14 (Ownership of Materials).

19.3. In event of suspension or termination, CONSULTANT will be paid for the Services rendered and work products delivered to CITY in accordance with the Scope of Services up to the effective date in the notice of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's Services provided in material conformity with this Agreement as such determination is made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 17, 19.2, 19.3, 19.4, 20, 25, 27, 28, 29 and 30.

19.4. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement, unless made in accordance with Section 17 (Waivers).

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
 City of Palo Alto
 Post Office Box 10250
 Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the Project Manager at the address of
CONSULTANT recited on the first page of this Agreement.

CONSULTANT shall provide written notice to CITY of any change of address.

SECTION 21. CONFLICT OF INTEREST.

21.1. In executing this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subcontractors or other persons or parties having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California, as amended from time to time. CONSULTANT agrees to notify CITY if any conflict arises.

21.3. If the CONSULTANT meets the definition of a “Consultant” as defined by the Regulations of the Fair Political Practices Commission, CONSULTANT will file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act of 1974, as amended from time to time.

SECTION 22. NONDISCRIMINATION; COMPLIANCE WITH ADA.

22.1. As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

22.2. CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. CONSULTANT will provide the Services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.

CONSULTANT shall comply with the CITY’s Environmentally

Preferred Purchasing policies which are available at CITY's Purchasing Department, hereby incorporated by reference and as amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include, first, minimizing and reducing waste; second, reusing waste; and, third, recycling or composting waste. In particular, CONSULTANT shall comply with the following Zero Waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable-based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Department's office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code Section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code Section 4.62.060.

SECTION 25. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code, as amended from time to time. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS.

☒ 26.1. **This Project is not subject to prevailing wages and related requirements.** CONSULTANT is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the contract:

- (1) is not a public works contract;
- (2) is for a public works construction project of \$25,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j); or

- (3) is for a public works alteration, demolition, repair, or maintenance project of \$15,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j).



This Project is not a 9204 Public Works Project.

SECTION 28. CONFIDENTIAL INFORMATION.

28.1. In the performance of this Agreement, CONSULTANT may have access to CITY's Confidential Information (defined below). CONSULTANT will hold Confidential Information in strict confidence, not disclose it to any third party, and will use it only for the performance of its obligations to CITY under this Agreement and for no other purpose. CONSULTANT will maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the security, confidentiality and integrity of the Confidential Information. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to its employees, agents and subcontractors, if any, to the extent they have a need to know in order to perform CONSULTANT's obligations to CITY under this Agreement and for no other purpose, provided that the CONSULTANT informs them of, and requires them to follow, the confidentiality and security obligations of this Agreement.

28.2. "Confidential Information" means all data, information (including without limitation "Personal Information" about a California resident as defined in Civil Code Section 1798 et seq., as amended from time to time) and materials, in any form or media, tangible or intangible, provided or otherwise made available to CONSULTANT by CITY, directly or indirectly, pursuant to this Agreement. Confidential Information excludes information that CONSULTANT can show by appropriate documentation: (i) was publicly known at the time it was provided or has subsequently become publicly known other than by a breach of this Agreement; (ii) was rightfully in CONSULTANT's possession free of any obligation of confidence prior to receipt of Confidential Information; (iii) is rightfully obtained by CONSULTANT from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of CONSULTANT without any use of or access to the Confidential Information; or (v) CONSULTANT has written consent to disclose signed by an authorized representative of CITY.

28.3. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to the extent required by order of a court of competent jurisdiction or governmental body, provided that CONSULTANT will notify CITY in writing of such order immediately upon receipt and prior to any such disclosure (unless CONSULTANT is prohibited by law from doing so), to give CITY an opportunity to oppose or otherwise respond to such order.

28.4. CONSULTANT will notify City promptly upon learning of any breach in the security of its systems or unauthorized disclosure of, or access to, Confidential Information in its possession or control, and if such Confidential Information consists of Personal Information, CONSULTANT will provide information to CITY sufficient to meet the notice requirements of Civil Code Section 1798 et seq., as applicable, as amended from time to time.

28.5. Prior to or upon termination or expiration of this Agreement, CONSULTANT will honor any request from the CITY to return or securely destroy all copies of

Confidential Information. All Confidential Information is and will remain the property of the CITY and nothing contained in this Agreement grants or confers any rights to such Confidential Information on CONSULTANT.

28.6. If selected in Section 30 (Exhibits), this Agreement is also subject to the terms and conditions of the Information Privacy Policy and Cybersecurity Terms and Conditions.

SECTION 29. MISCELLANEOUS PROVISIONS.

29.1. This Agreement will be governed by California law, without regard to its conflict of law provisions.

29.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

29.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

29.4. This Agreement, including all exhibits, constitutes the entire and integrated agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, statements and undertakings, either oral or written. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code, as amended from time to time.

29.5. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement will remain in full force and effect.

29.6. In the event of a conflict between the terms of this Agreement and the exhibits hereto (per Section 30) or CONSULTANT's proposal (if any), the Agreement shall control. In the event of a conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

29.7. The provisions of all checked boxes in this Agreement shall apply to this Agreement; the provisions of any unchecked boxes shall not apply to this Agreement.

29.8. All section headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

29.9. This Agreement may be signed in multiple counterparts, which, when executed by the authorized representatives of the parties, shall together constitute a single binding agreement.

SECTION 30. EXHIBITS. Each of the following exhibits, if the check box for such exhibit is selected below, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- ☒ EXHIBIT A: SCOPE OF SERVICES
- ☒ EXHIBIT A-1 PROFESSIONAL SERVICES TASK ORDER
- ☒ EXHIBIT B: SCHEDULE OF PERFORMANCE
- ☒ EXHIBIT C: COMPENSATION
- ☒ EXHIBIT C-1: SCHEDULE OF RATES
- ☒ EXHIBIT D: INSURANCE REQUIREMENTS

THIS AGREEMENT IS NOT COMPLETE UNLESS ALL SELECTED EXHIBITS ARE ATTACHED.

CONTRACT No. C25192045 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the date first above written.

CITY OF PALO ALTO

City Manager


APPROVED AS TO FORM:

City Attorney or designee

URBAN PLANNING PARTNERS, INC.

Officer 1

By:

Signed by:

10EB8B1627D84E5...

Name: Lynette Dias

Title: President

Officer 2

By:

DocuSigned by:

9626BC7F2C9A4D2...

Name: carla violet

Title: Associate Principal

EXHIBIT A SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled “SCOPE OF SERVICES”. Notwithstanding any provision herein to the contrary, CONSULTANT’s duties and services described in this Scope of Services shall not include preparing or assisting CITY with any portion of CITY’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Scope of Services.

Tasks 1 and 3 are divided into Phase 1 and Phase 2 work. Task 2 only encompasses Phase 1 work. Funding for Phase 1 is listed in Exhibit C to this Agreement; Phase 2 is not funded by the original version of this agreement and requires an amendment to fund Phase 2. Phase 2 work shall not begin until authorized and funded by an amendment to this Agreement.

TASK 1. STAKEHOLDER ENGAGEMENT

The CONSULTANTS shall work collaboratively with the City to implement engagement that is tailored to the goals of the project and is responsive to the needs of the community. The CONSULTANTS shall learn from the City on where the community is currently at, what has worked well, and where there is opportunity for improvement. Outreach will be tailored to the following three goals:

- **Share, Listen, and Understand.** The CONSULTANTS shall discuss the project in the context of the City’s existing and ongoing outdoor dining and streetscape improvement projects, the project goals, and how the project advances the City’s Comprehensive Economic Development Strategy while enhancing the unique character of the Historic Ramona Street area. They will listen to the community’s interests and concerns and come to understand the features and character of Ramona Street that they want to maintain and enhance.
- **Define and Measure Community Character.** Input from the community will be used to identify key elements that contribute to Ramona Street’s historic character, understand what creates a positive outdoor dining experiences, and what makes an overall positive atmosphere on car-free streets. Establishing shared terminology and removing the subjective standards will help build community ownership over the outdoor dining standards and street design.
- **Shape and Refine Outdoor Dining Standards.** The CONSULTANTS will solicit input on design preferences and implementation questions through interactive tools such as polls and surveys and facilitated discussions. The community will be able to see how their feedback has been incorporated in the product(s).

TASK 1, PHASE 1 (Tasks 1A-1E)

Phase 1 will concentrate on outdoor dining standards and interim interventions for Ramona Street. This phase will kick off with a single hybrid meeting that provides a high-level overview of the project and its timeline, introducing key elements and laying the groundwork for further engagement.

Task 1A: Kick-off Meeting and Scope Finalization

Project initiation for the Car-Free Ramona Street Project will provide an opportunity for the CONSULTANTS to collaborate with the City in refining their recommended approach and scope of work. As part of this task, the CONSULTANTS shall specifically:

- Debrief the City's community engagement efforts to date, including what has worked well, what has not worked well.
- Discuss to what extent they believe they can utilize the City's ongoing parklet program design standards and Car-Free Cal Ave standards.
- Identify Project Goals, desired outcomes, and key success factors for the project, incorporating feedback and comments from the key stakeholders and community.
- Discuss the anticipated implementation budget and timeline for Phase 1.
- Review and finalize their approach and scope of work, including project goals, deliverables, schedule, and the scope of community engagement events.

Deliverables:

- Kick-off meeting agenda and minutes
- Refined scope of work

Task 1B: Community Outreach

The Community Outreach events will aim to interact with the business and community stakeholders in a meaningful way. The UPP Team will facilitate up to one (1) hybrid meeting with the community in Phase 1. Key stakeholders encompass all businesses on Ramona between Hamilton and University, property owners and managers on Ramona and downtown, community partners such as Stanford University and the Palo Alto Historical Society, and the broader Palo Alto community. Potential meeting timelines and objectives include:

- **Project Introduction and Community Vision:** Introduce the project, its scope, objectives and key success factors. Hear from the community on what is working well and what isn't. Receive input and ideas on the community's vision for the street. Community feedback will be used to identify existing outdoor dining design aspects that will be maintained in the standards as well as place-making ideas and visions for the street. This initial feedback will help shape the initial direction for the outdoor dining and street design concepts.
- **Outdoor Dining Design Concepts Feedback:** present initial outdoor dining concepts and receive feedback on design elements, opportunities, and challenges with each concept, and identify preferred concepts. Provide an update on project status, anticipated implementation

timeline and next steps. Feedback from the community will help the CONSULTANTS refine the concepts.

■ **Preferred Outdoor Dining Concepts, Implementation, and Initial Street Design**

Concepts: present refined outdoor dining concepts and initial streetscape concepts in response to community and stakeholder feedback. Provide an update on project status, detailed implementation timeline and next steps for the community. Receive feedback on select design elements and implementation process.

The CONSULTANTS shall provide materials and content for a website for the project.

Deliverables:

- Meeting Agendas and Presentations (1 round review and revision)

Task 1C: City Boards, Commissions, and Committee Meetings

The CONSULTANTS shall prepare presentations and attend and present at up to two (2) City Committee and Council meetings in Phase 1. This includes the Retail Committee and the City Council. The project scope includes one (1) round of review and revision for each presentation. An additional *optional fee* is included for Staff Report writing and assistance for one (1) meeting with up to two (2) rounds of review and revision.

Phase 1 Deliverables:

- Up to two (2) Presentations: (1) to the Retail Committee (virtual) (1) to the City Council
- *Optional: Up to one (1) Staff Report (2 rounds of review and revision)*
- Summary Presentation - a PowerPoint slide deck that summarizes outdoor dining/patio issues and opportunities, including what heard from outreach, and presents the proposed Outdoor Dining/Patio Guidelines and Standards. Includes content from Task 1D

Task 1D: Stakeholder Engagement Summary

For Phase 1, the CONSULTANTS shall prepare an engagement summary table providing an overview of the outreach process and the stakeholder engagement events, the feedback received at each event, and how the City responded to stakeholder feedback and the changes that were made as a result. The table will be a living document and will be updated throughout the project after each engagement event to be used for web content and as an attachment to the final outdoor dining standards and street design.

Phase 1 Deliverables:

- One (1) Stakeholder Engagement Summary Table that is updated following each engagement event (up to 2 rounds of review and revision)

Task 1E: City Coordination Meetings

The scope includes up to 10 team coordination meetings with staff from Public Works, Planning and Development, Fire, Community Services and Transportation Departments occurring bi-weekly and up to 10 project manager check-in meetings occurring bi-weekly on alternating weeks as the team coordination meeting. The Project Manager shall attend all meetings with the Project Principal attending the team coordination meetings. Subconsultant team members will attend one (1) meeting as needed. The CONSULTANTS shall prepare and circulate meeting

agendas at least one day in advance, keep meeting notes, and track action items throughout the project.

Phase 1 Deliverables:

- Up to ten (10) meeting agendas and notes

TASK 1, PHASE 2 (Tasks 1F-1J; requires a future contract amendment to authorize funding)

Phase 2 will focus on long-term solutions for Ramona Street, including gateway signage, streetscape design, and more comprehensive infrastructure, hardscape, and softscape strategies. During this phase, up to two additional hybrid meetings will take place. These meetings will dive deeper into the project's specifics, allowing for more detailed feedback from stakeholders to shape the final designs.

Task 1F: Kick-off Meeting and Scope Finalization

Project initiation for the Car-Free Ramona Street Project will provide an opportunity for the CONSULTANTS to collaborate with the City in refining their recommended approach and scope of work. As part of this task, the CONSULTANTS shall specifically:

- Identify Project Goals, desired outcomes, and key success factors for the project, incorporating feedback and comments from City Boards, Commissions, and Committees on similar projects within the city.
- Discuss the anticipated implementation budget and timeline.
- Review and finalize their approach and scope of work, including project goals, deliverables, schedule, and the scope of community engagement events.

Task 1G: Community Outreach

The Community Outreach events will aim to interact with the business and community stakeholders in a meaningful way. The UPP Team will facilitate up to two (2) hybrid meeting with the community in Phase 2. Key stakeholders encompass all businesses on Ramona between Hamilton and University, property owners and managers on Ramona and downtown, community partners such as Stanford University and the Palo Alto Historical Society, and the broader Palo Alto community. Potential meeting timelines and objectives include:

- **Project Introduction and Community Vision:** Introduce the project, its scope, objectives and key success factors. Hear from the community on what is working well and what isn't. Receive input and ideas on the community's vision for the street. Community feedback will be used to identify place-making ideas and visions for the street. This feedback will help shape the direction for the street design concepts
- **Street Design and Branding Concepts:** present streetscape concepts in response to community and stakeholder feedback. Provide an update on project status, detailed implementation timeline and next steps for the community. Receive feedback on select design elements and implementation process.

In addition to two (2) hybrid meetings, the CONSULTANTS shall prepare a survey to gather additional targeted input from the community on the outdoor dining concepts. The survey will utilize images and diagrams to maximize accessibility for the community.

The CONSULTANTS shall provide materials and content for a website for the project.

Deliverables:

- Up to two (2) Meeting Agendas and Presentations (1 round review and revision)
- Online Survey (1 round of review and revision)
- Survey Input Summary (memorandum format)

Task 1H: City Boards, Commissions, and Committee Meetings

The CONSULTANTS shall prepare presentations and attend and present at up to six (6) City Boards, Commissions, and Committee meetings throughout the project. This includes one (1) meeting for each of the following: Architectural Review Board (ARB), Historic Review Board (HRB), Public Art Commission (PAC), Planning and Transportation Commission (PTC), and Pedestrian and Bicycle Advisory Committee, and the City Council. The project scope includes one (1) round of review and revision for each presentation. An additional *optional fee* is included for Staff Report writing and assistance for three (3) meetings with up to two (2) rounds of review and revision.

Phase 2 Deliverables:

- Up to six (6) Presentations (1 round review and revision)
- *Optional: Up to three (3) Staff Reports (2 rounds of review and revision)*

Task 1I: Stakeholder Engagement Summary

For Phase 2, the CONSULTANTS shall prepare an engagement summary table providing an overview of the outreach process and the stakeholder engagement events, the feedback received at each event, and how the City responded to stakeholder feedback and the changes that were made as a result. The table will be a living document and will be updated throughout the project after each engagement event to be used for web content, presentations at Stakeholder meetings such as PTC and CC, and as an attachment to the final outdoor dining standards and street design.

Phase 2 Deliverables:

- One (1) Stakeholder Engagement Summary Table that is updated following each engagement event (up to 1 round of review and revision)

Task 1J: City Coordination Meetings

The scope includes up to 30 team coordination meetings with staff from Public Works, Planning and Development, Fire, Community Services and Transportation Departments occurring bi-weekly and up to 30 project manager check-in meetings occurring bi-weekly on alternating weeks as the team coordination meeting. The Project Manager shall attend all meetings with the Project Principal attending the team coordination meetings. Subconsultant team members will attend one (1) meeting as needed. The CONSULTANTS shall prepare and circulate meeting agendas at least one day in advance, keep meeting notes, and track action items throughout the project.

Phase 2 Deliverables:

- Up to thirty (30) meeting agendas and notes

TASK 2. OUTDOOR DINING STANDARDS AND GUIDELINES

(Task 2 is only part of Phase 1)

Drawing from stakeholder outreach with community members and City BCCs, and leveraging lessons learned from our work on the Ongoing Parklet Program and Pre-approved parklets the CONSULTANTS shall develop Car-free Ramona Street Outdoor Dining Standards and Guidelines that will target the following goals:

- Provide clear guidance and design expectations for applicants, staff and decision makers;
- Ensure the outdoor dining standards are compatible with the existing adjacent architecture, historic resources, and streetscape and ensuring compliance with the Department of the Interior Standards;
- Use an open and inclusive process to develop the outdoor dining standards; and
- Ensure the outdoor dining standards do not impose an excessive cost to business owners, and instead facilitate the development of a thriving public realm on Ramona Street.

Task 2A: Existing Conditions Analysis and Historic Review

To ensure that car-free Ramona Street outdoor dining and streetscape improvements align with its historic context and the Department of the Interior's standards, the CONSULTANTS shall prepare a historic review of Ramona Street. The historic review will be a brief memorandum and include the following:

- An overview of the Department of Interior Standards and how they apply to streetscape development, including requirements and limitations.
- Identification and description of character-defining features of the street's architecture and any significant materials and craftsmanship in buildings and the existing streetscape elements.

In addition to the historic review, the CONSULTANTS shall complete one (1) site visit and prepare an Existing Conditions overview including a visual analysis of the pedestrian and vehicular circulation, hard- and soft-scape zones, planting, and exiting outdoor dining (parklets and at-grade), as well as review and document existing outdoor dining standards that will remain in place such as emergency access and utility clearances. The overview will provide a summary of opportunities and constraints based on the visual analysis, existing standard review, and the Historic Review described above.

This analysis will inform both Task 2 and Task 3.

Phase 1 Deliverables:

- One (1) Historic Review Memo (one round of review and revision)
- One (1) Existing Conditions Overview

Task 2B: Initial Outdoor Dining Concepts

The CONSULTANTS shall build upon the car-free Cal Ave stakeholder feedback and ongoing parklet program to prepare up to two (2) outdoor dining concepts to solicit feedback from Ramona Street stakeholders. The initial concepts will address site design topics such as

clearances from emergency access lane, fire access to buildings, clearances from utilities, water flow and drainage, and street cleanliness. In addition, the concepts will specifically present options and variations on site development and outdoor dining elements such as:

- Size and location of dining areas, trash and service/host areas, and live entertainment
- Platform and enclosure types
- Roof coverings options including umbrellas
- The use and placement of heaters
- Lighting
- Materials and Furnishing
- Planters
- Advertising and signage

The concepts will include precedent images, sketches, and 3D sketch examples of what the outdoor dining standards would generate to solicit feedback from stakeholder groups.

Phase 1 Deliverables:

- Up to two (2) outdoor dining concepts (2 rounds of review and revision)

Task 2C: Final Outdoor Dining Standards and Guidelines

Following stakeholder feedback on the initial outdoor dining concepts, the CONSULTANTS shall refine one of the concepts and prepare and submit one (1) set of outdoor dining standards and guidelines, including site requirements, dining standards including for mandatory and optional elements. In addition, the CONSULTANTS shall prepare final cost estimates for the final concept implementation.

Phase 1 Deliverables:

- One (1) final set of standards and guidelines (2 rounds of review and revision)
- Final cost estimates for implementation for one (1) concept

TASK 3. STREET DESIGN AND WAYFINDING SIGNAGE

In coordination with Task 2, the CONSULTANTS shall prepare Street Design and Wayfinding Signage that will target the following goals:

- Enhance street amenities, signage, and art location opportunities to create a cohesive environment that complements the historic Ramona Street.
- Develop a branding and placemaking strategy to create a unique and vibrant public realm and visitor experience.
- Use stakeholder design and City partnership to produce a biddable set of construction documents that align with the project goals.

TASK 3, PHASE 1 (Tasks 3A-3B)

In a two phased approach, the CONSULTANTS shall prepare up to two (2) initial street design and wayfinding concepts. Phase 1 will be for an interim, semi-temporary strategy.

Task 3A: Initial Street Design and Wayfinding Concepts

Phase 1 will address the following topics:

- **Pedestrian and Cyclist Safety and Circulation**
- **Street Furniture:** Benches, bollards, planters, and Trash Receptacles

■ **Basic Wayfinding and Signage**

The concepts will include precedent images, diagrams, and conceptual sketches to solicit feedback from stakeholder groups.

Phase 1 Deliverables:

- Two (2) interim street design and wayfinding concepts (2 rounds of review and revision)
- One (1) Topographic Survey

Task 3B: Final Street Design and Wayfinding Construction Plans and Specifications

Following stakeholder feedback and priorities on the initial street design and wayfinding concepts, the CONSULTANTS shall refine one (1) of the concepts and prepare and submit construction plans and specifications. In addition, the CONSULTANTS shall prepare final cost estimates for the final concept implementation. The construction documents will be produced at a biddable level.

Phase 1 Deliverables:

- One (1) set of street furniture construction drawings and specifications, and One (1) set of wayfinding signage specifications (2 rounds of review and revision):
 1. Title Sheet
 2. Construction Notes
 3. Existing Conditions Plan – topography (no SUE or boundary survey)
 4. Site Plan
 5. Construction Details (civil)
 6. Landscape Plan (streetscape)
 7. Materials and Furniture Schedule
 8. Planting Notes, Schedule, and Details Furnishing Details
 9. Wayfinding/Signage Details

TASK 3, PHASE 2 (Tasks 3C-3E; requires a future contract amendment to authorize funding)

Phase 2 will focus on developing more permanent solutions, including enhanced streetscape design, branding, greater design detailing, and infrastructure upgrades. Phase 2 will have a robust solicitation of feedback from stakeholders and determine streetscape improvement priorities.

Task 3C: Initial Street Design and Wayfinding Concepts

Phase 2 initial concepts will address the following topics:

- **Pedestrian and Cyclist Safety and Circulation**
- **Street Furniture:** Benches, Lighting, bollards, and Trash Receptacles
- **Landscaping:** Seasonal and Permanent
- **Street Art and Public Installations Locations**
- **Sidewalk Pavement and Streetscape:** Materials, Patterns, Colors
- **Branded Wayfinding and Signage**

The concepts will include precedent images, diagrams, and conceptual sketches to solicit feedback from stakeholder groups.

Phase 2 Deliverables:

- Up to two (2) street design and wayfinding concepts (2 rounds of review and revision)

Task 3D: Final Street Design and Wayfinding Construction Plans and Specifications

Following stakeholder feedback and priorities on the initial street design and wayfinding concepts, the CONSULTANTS shall refine one (1) of the concepts and prepare and submit construction plans and specifications. In addition, the CONSULTANTS shall prepare final cost estimates for the final concept implementation. The construction documents will be produced at a biddable level.

Phase 2 Deliverables:

- One (1) set of street design and wayfinding construction drawings and specifications (2 rounds of review and revision):
 1. Title Sheet
 2. Construction Notes
 3. Existing Conditions Plan – topography (no Subsurface Utility Engineering or boundary survey)
 4. Demolition Plan
 5. Site Plan
 6. Improvement Plan (Grading & Utilities; no dry utility)
 7. Stormwater Management Plan (if needed)
 8. Erosion Control Plan
 9. Construction Details (civil)
 10. Sidewalk Paving and Materials Plan
 11. Wayfinding/Signage Plan
 12. Landscape Plan (streetscape)
 13. Lighting Plan & Schedule
 14. Materials Schedule
 15. Paving Details (sidewalk)
 16. Planting Notes, Schedule, and Details (tree pits and any pots/planters)
 17. Furnishing Details
 18. Wayfinding/Signage Details

Task 3E: Cost Estimates for Construction Document Implementation

In addition, the CONSULTANTS shall prepare preliminary cost estimates for the two (2) concepts described in Task 3D and final cost estimates for implementation for one (1) street design and wayfinding concept.

Phase 2 Deliverables:

- Preliminary cost estimates for the up to two (2) concepts
- Final cost estimates for implementation of the final street design and wayfinding construction plans and specifications

Task 3F: Style Guide and Branding

The CONSULTANTS shall prepare a Branding Strategy and Style Guide (guide) for wayfinding signage on Ramona. The Guide will be up to two-pages and will cover the following:

- **Design and Placement**
- **Size Restrictions:** Signage size is regulated to ensure it does not overwhelm the historic character of the buildings or the street.

Phase 2 Deliverables:

- Up to two (2) branding strategy concepts for signage and wayfinding on Ramona Street (1 round of review and revision)
- One (1) final branding strategy and Style Guide for wayfinding signage (2 rounds of review and revision)

EXHIBIT A-1
PROFESSIONAL SERVICES TASK ORDER

CONSULTANT shall perform the Services detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. CONSULTANT shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.
OR PURCHASE ORDER REQUISITION NO. (AS APPLICABLE)

- 1A. MASTER AGREEMENT NO. (MAY BE SAME AS CONTRACT / P.O. NO. ABOVE):
1B. TASK ORDER NO.:
2. CONSULTANT NAME:
3. PERIOD OF PERFORMANCE: START: COMPLETION:
4 TOTAL TASK ORDER PRICE: \$
BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT \$
5. BUDGET CODE
COST CENTER
COST ELEMENT
WBS/CIP
PHASE
6. CITY PROJECT MANAGER’S NAME & DEPARTMENT:
7. DESCRIPTION OF SCOPE OF SERVICES (Attachment A)
MUST INCLUDE:
SERVICES AND DELIVERABLES TO BE PROVIDED
SCHEDULE OF PERFORMANCE
MAXIMUM COMPENSATION AMOUNT AND RATE SCHEDULE (as applicable)
REIMBURSABLE EXPENSES, if any (with “not to exceed” amount)
8. ATTACHMENTS: A: Task Order Scope of Services B (if any):

I hereby authorize the performance of the work described in this Task Order. I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED: CITY OF PALO ALTO APPROVED: COMPANY NAME:
BY: BY:
Name Name
Title Title
Date Date

EXHIBIT B SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the Project Managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed (“NTP”) from the CITY.

Milestones	Completion Number of Days/Weeks (as specified below) from NTP
1. Phase 1, Task 1: Stakeholder Engagement	16 weeks
2. Phase 1, Task 2: Outdoor Dining Standards/Guidelines	16 weeks
3. Phase 1, Task 3: Interim/Limited Street Design and Wayfinding	14 weeks
4. Phase 2, Task 1: Stakeholder Engagement	30 weeks
5. Phase 2, Task 3: Street Design and Wayfinding Signage	33 weeks

☒ Optional Schedule of Performance Provision for On-Call or Additional Services Agreements.
(This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

EXHIBIT C COMPENSATION

CITY agrees to compensate CONSULTANT for Services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below, provided that the total compensation for the Services, including any specified reimbursable expenses, and the total compensation for Additional Services (if any, per Section 4 of the Agreement) do not exceed the amounts set forth in Section 4 of this Agreement.

CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

BUDGET SCHEDULE FOR PHASE 1

TASK	NOT TO EXCEED AMOUNT
Tasks 1A-1E (Stakeholder Engagement)	\$37,637
Task 2 (Outdoor Dining Standards/Guidelines)	\$74,364
Tasks 3A-3B (Street Design and Wayfinding Signage)	\$51,147
Sub-total for Services	\$163,148
Reimbursable Expenses (if any)	\$0
Total for Services and Reimbursable Expenses	\$163,148
Additional Services (if any, per Section 4)	\$2,425
Maximum Total Compensation	\$165,573

BUDGET SCHEDULE FOR OPTIONAL PHASE 2

Phase 2 requires an amendment to this Agreement to fund and authorize the Phase 2 scope of work.

TASK	NOT TO EXCEED AMOUNT
Tasks 1F-1J (Stakeholder Engagement)	\$78,861
Task 2 (no Phase 2 work in Task 2)	\$0
Task 3C-3F (Street Design and Wayfinding Signage)	\$146,127
Sub-total for Services	\$224,988
Reimbursable Expenses (if any)	\$1,500
Total for Services and Reimbursable Expenses	\$226,488

Additional Services (if any, per Section 4)	\$7,275
Maximum Total Compensation	\$233,763

REIMBURSABLE EXPENSES

CONSULTANT’S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: **NONE** up to the not-to-exceed amount of: **\$0.00**.

EXHIBIT C-1 SCHEDULE OF RATES

CONSULTANT's schedule of rates is as follows:

<u>Labor Category</u>	<u>Year 1</u>	<u>Year 2</u>
UPP		
Principal	\$271 - \$391	\$271 - \$391
Consulting Principal	\$300 - \$400	\$300 - \$400
Associate Principal	\$175 - \$292	\$175 - \$292
Principal Planner	\$186- \$311	\$186- \$311
Senior Planner	\$181 - \$277	\$181 - \$277
Associate Planner (P2)	\$171 - \$202	\$171 - \$202
Associate Planner (P1)	\$136 - \$177	\$136 - \$177
Planner (P2)	\$134 - \$168	\$134 - \$168
Planner (P1)	\$104 - \$139	\$104 - \$139
Assistant Planner	\$82 - \$136	\$82 - \$136
Intern	\$80 - \$109	\$80 - \$109
Graphics	\$132 - \$223	\$132 - \$223
Admin/WP	\$125 - \$211	\$125 - \$211
PGAdesign		
Principal - Historic	\$270 - \$280	\$270 - \$280
Principal Transportation	\$270 - \$280	\$270 - \$280
Landscape Architect	\$182 - \$192	\$182 - \$192
Landscape Designer	\$160 - \$170	\$160 - \$170
Irrigation Designer	\$170 - \$180	\$170 - \$180
BKF Engineers		
Principal	\$302 - \$312	\$302 - \$312
Project Manager	\$260 - \$270	\$260 - \$270
Design Engineer	\$170 - \$180	\$170 - \$180

EXHIBIT D INSURANCE REQUIREMENTS

CONSULTANTS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS AS SPECIFIED HEREIN.

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY	STATUTORY	STATUTORY
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONSULTANT, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONSULTANT AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONSULTANT'S AGREEMENT TO INDEMNIFY CITY.

II. THE CONSULTANT MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING EMAIL: PURCHASINGSUPPORT@CITYOFPALOALTO.ORG

III. ENDORSEMENT PROVISIONS WITH RESPECT TO THE INSURANCE AFFORDED TO ADDITIONAL INSUREDS:

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE FILED WITH THE CITY OF PALO ALTO SENT TO THE FOLLOWING EMAIL:

PURCHASINGSUPPORT@CITYOFPALOALTO.ORG

Certificate Of Completion

Envelope Id: CAD83FA7B759425D9905DB1EBAFCAB8E

Status: Completed

Subject: Complete with DocuSign: FINAL C25192045 Car Free Ramona PSA.pdf

Source Envelope:

Document Pages: 30

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Alice Harrison

AutoNav: Enabled

250 Hamilton Ave

Envelope Stamping: Enabled

Palo Alto , CA 94301

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Alice.Harrison@CityofPaloAlto.org

IP Address: 71.204.184.225

Record Tracking

Status: Original

Holder: Alice Harrison

Location: DocuSign

11/26/2024 10:19:33 AM

Alice.Harrison@CityofPaloAlto.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Palo Alto

Location: DocuSign

Signer Events

Lynette Dias

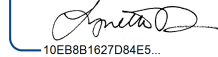
ldias@up-partners.com

President

Urban Planning Partners

Security Level: Email, Account Authentication
(None)**Signature**

Signed by:


10EB8B1627D84E5...**Timestamp**

Sent: 11/26/2024 10:22:16 AM

Viewed: 11/26/2024 10:57:30 AM

Signed: 11/26/2024 10:58:04 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 76.21.7.66

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carla Violet

cviolet@up-partners.com

Associate Principal

Security Level: Email, Account Authentication
(None)

DocuSigned by:


9628BC7F2C9A4D2...

Sent: 11/26/2024 10:58:06 AM

Viewed: 11/26/2024 11:07:06 AM

Signed: 11/26/2024 11:07:32 AM

Signature Adoption: Pre-selected Style

Using IP Address: 104.28.124.182

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Ashwini Kantak

ashwini.kantak@cityofpaloalto.org

Management Spec

Copa

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 11/26/2024 11:07:34 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
steve guagliardo steve.guagliardo@cityofpaloalto.org Assistant to the City Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/26/2024 11:07:35 AM

Ruth carias ruth.carias@cityofpaloalto.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/26/2024 11:07:36 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/26/2024 10:22:16 AM
Certified Delivered	Security Checked	11/26/2024 11:07:06 AM
Signing Complete	Security Checked	11/26/2024 11:07:32 AM
Completed	Security Checked	11/26/2024 11:07:36 AM

Payment Events	Status	Timestamps
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