

**CITY OF PALO ALTO CONTRACT NO. C24188179**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN THE CITY OF PALO ALTO AND JOHN BELA URBANISM + DESIGN  
dba: URBAN FIELD STUDIO, LLC**

This Agreement for Professional Services (this “Agreement”) is entered into as of the 4th day of December 2023 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **JOHN BELA URBANISM + DESIGN dba: URBAN FIELD STUDIO, LLC**, a California Limited Liability Corporation, located at 24 Woodland Road, Fairfax, CA 94903 (“CONSULTANT”).

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

**RECITALS**

A. CITY intends to retain the services of a qualified consulting firm (the “Project”) and desires to engage a consultant to produce a CAR-FREE STREETS Implementation Plan for the City of Palo Alto 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.

☐ Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

CITY may elect to, but is not required to, authorize on-call Services up to the maximum compensation amount set forth in Section 4 (Not to Exceed Compensation). CONSULTANT shall provide on-call Services only by advanced, written authorization from CITY as detailed in this Section. On-call Services, if any, shall be authorized by CITY, as needed, with a Task Order assigned and approved 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 on-call 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 due to CONSULTANT for all Task Orders issued under this Agreement shall not exceed the amount of compensation set forth in Section 4. CONSULTANT shall only be compensated for on-call Services performed under an authorized Task Order and only up to the maximum compensation amount set forth in Section 4. Performance of and payment for any on-call Services are subject to all requirements and restrictions in this Agreement.

## **SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through December 31, 2024 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 the extent caused by CONSULTANT’S failure to meet its professional standard of care. Notwithstanding anything to the contrary contained herein, CONSULTANT shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**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 **Two-Hundred Forty-Nine Thousand, Seven Hundred Eight Dollars (\$249,708.00)**. 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 **Twenty-Two Thousand, Seven Hundred One Dollars (\$22,701.00)** 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 **Two-Hundred Forty-Nine Thousand, Seven Hundred Eight Dollars (\$249,708.00)**, 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 be performed with the professional standard of care 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 and locality. Such professional standard of care is not a warranty or guarantee and CONSULTANT shall have no such obligation.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT'S shall exercise due and reasonable professional care in observing those non-conflicting keep itself informed of and in compliance with all federal, state and local codes, laws, ordinances, regulations, and orders applicable at the time CONSULTANT renders its Services 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 and locality that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement, or CONSULTANT'S Services, 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, to the extent caused by CONSULTANT'S failure to meet its professional standard of care.

**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, CONSULTANT'S opinions or estimates of probable construction cost are prepared on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S judgment as a professional, generally familiar with the industry. However, since CONSULTANT' has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from CONSULTANT'S opinions or estimates of probable construction cost. 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:

Kimley-Horn

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 John Bela, [john@urbanfieldstudio.com](mailto:john@urbanfieldstudio.com), (415) 350-8257 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 Ozzy Arce, [ozzy.arce@cityofpaloalto.org](mailto:ozzy.arce@cityofpaloalto.org), Department, Office of Transportation, 250 Hamilton Avenue Alto, CA, 94301, Telephone:(650) 329-2156. 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.

CITY acknowledges that CONSULTANT'S work product may be stored and delivered to CITY and others in electronic files ("Data"), and that anomalies and errors can be introduced into the Data when it is transferred or used in conjunction with incompatible computer equipment or software. CONSULTANT'S Data is being furnished "as is" and CONSULTANT shall have no duty to modify or update the Data. CONSULTANT reserves the right to retain an archival paper or electronic copy of the Data delivered to CITY or the general contractor which shall be referred to and shall be conclusive proof and govern in all disputes over the form or content of the Data furnished by CONSULTANT.

CITY acknowledges that ownership of, and any copyrights to, CONSULTANT'S and its consultants pre-existing standard details and specifications shall remain with their respective owners and CITY shall not acquire any rights in any such pre-existing standard details.

**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.**

☒ **Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.]** 16.1. To the extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and any other entity or person for which CONSULTANT is legally liable (each an "Indemnified Party") from and against any damages, losses, liabilities, judgments, settlements, expenses and costs, that Indemnified Party incurs from third party demands, claims, actions suits or matters connected therewith, including reasonable and necessary costs and expenses attorney's fees, costs and expenses recoverable under applicable law ("Claims") to the extent that such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct, including death or injury to any person, or damage to tangible property of CONSULTANT, its officers, employees, any other entity or person for which CONSULTANT is legally liable under this Agreement, Notwithstanding the foregoing, if CONSULTANT'S obligation to indemnify arises out of CONSULTANT'S performance of services for the Project as a "design professional," as that term is defined in California Civil Code Section 2782.8, CONSULTANT'S indemnity obligation shall be limited in accordance with the provisions of Section 2782.8 as it was in effect as of the date of this Agreement. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth in this indemnity provision from each and every subconsultant it retains. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. CONSULTANT is not obligated to indemnify and hold harmless Indemnified Party for its active or sole negligence, or willful misconduct.

☐ **[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.]** 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 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") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

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 reference and attach an endorsements stating that the insurance (1) is primary coverage, with the exception of professional liability, workers' compensation and employers' liability insurance policies, and (2) 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).

**SECTION 27. CLAIMS PROCEDURE FOR “9204 PUBLIC WORKS PROJECTS”.** For purposes of this Section 27, a “9204 Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. (Cal. Pub. Cont. Code § 9204.) Per California Public Contract Code Section 9204, for Public Works Projects, certain claims procedures shall apply, as set forth in Exhibit F, entitled “Claims for Public Contract Code Section 9204 Public Works Projects”.



**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 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. C24188179**  
**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

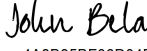
**JOHN BELA URBANISM + DESIGN**  
**dba: URBAN FIELD STUDIO, LLC**

**Officer 1**

By:

Name:

Title:

DocuSigned by:  
  
4A8B85BF06D04BF...  
John Bela

Principal

## EXHIBIT A SCOPE OF SERVICES

CONSULTANT will provide the Services detailed in this Exhibit A, entitled “SCOPE OF SERVICES”.

CONSULTANT will produce a Car-free Streets Implementation Plan: California Avenue and Ramona Street

### Phase 1:

- **Signage & Branding**
  - Including research & analysis of existing conditions and technical Studies
    - Embed historic elements into topic.
    - CONSULTANT will develop a plan and designs for Pedestrian gateway/directional/wayfinding signage, both static and dynamic sign types, including gateway way signs at Cambridge and Sherman on El Camino, on Page Mill, and wayfinding signage on California Ave and Ramona Street primarily to promote retail businesses and events, and to build upon the City’s recent temporary wayfinding signage efforts.
      - Develop two visual identities - one for California Avenue and one for Ramona Street
        - Facilitate 30-60 min workshop exercise with subcommittee to determine 'brand values' to define design direction.
        - Prepare 2-3 visual design options for each district for Council to choose from, including a small subset of signage to articulate visual direction
        - Refinements based on feedback from subcommittee
      - Develop Signage Program & Plan
        - Site review - document existing wayfinding & opportunities for improvement.
        - Plan for locations, size, and types of new signage required
      - Signage Mockups:
        - Develop chosen visual directions to a suite of example signs for each location. Mockup of each type of sign.
        - Source quotes for fabrication and installation of signage
        - Present mockups to the subcommittee, integrate feedback to reach finalized design.
    - CONSULTANT will develop a branding program specific to Cal Ave. District and Ramona St., informed by and highlighting the unique history and contemporary strengths of each street. The branding can be embedded into the designs for the signs.
    - DELIVERABLE: Draft and final branding and visual identity (one for Cal Ave. and one for Ramona St.), gateway, and pedestrian directional wayfinding signage design mockups; source quotes; presentation at subcommittees and the City Council.
- **Cleaning & Maintenance**
  - CONSULTANT shall identify best practices from other cities for the ongoing cleaning & maintenance of car-free streets, including partnerships and stewardship opportunities.
  - DELIVERABLE: CONSULTANT will generate recommendations for Cal Ave. and Ramona Street cleaning & maintenance, including but not limited to: street cleaning & graffiti abatement.
- **Community Engagement**



- Consultation with businesses on the “permanent parklets,” AKA: Outdoor patio/dining areas, and informing the community/stakeholders what other communities are doing and how they are approaching car-free environments.
- The City of Palo Alto shall assemble two Car-free Streets Implementation subcommittees: one for Cal Ave. and one for Ramona Street, composed of representatives from key stakeholder groups, including business and property owners and nearby residents. These groups shall be the primary point of engagement for the consultant team to deliver this scope of work.
- CONSULTANT will work closely with City staff for all community engagement activities and will build on previous community feedback from Palo Alto’s Uplift Local program and other City-led engagement efforts.
- Kick-off Meetings, Community Engagement Strategy Memo: CONSULTANT will meet with City staff to discuss the schedule of meetings with the Subcommittees, plan the broader community outreach event, and the schedule for City Council meetings. It will be one kick-off meeting, 2-hours, preference for in-person.
- CONSULTANT will prepare a Community Engagement Strategy Memo that outlines engagement approach and schedule. One week to develop Memo after the kick-off meeting.
- Monthly meetings with CFS Subcommittees: CONSULTANT shall meet monthly with the subcommittees to present content, facilitate discussion, receive feedback, and gather insights to inform the project. Agendas, and proposed content, presentations, and discussion points for the meetings shall be prepared by the consultant in advance of the meetings. 6-8 meetings, 1.5 to 2 hours each.
- Community at-large outreach event: CONSULTANT will design and coordinate an in-person event to solicit feedback from the public, such as feedback on the proposed preferred streetscape for the streets. The venue may be at City Hall, a community meeting room, or a street-level engagement effort such as a farmer’s market, outdoor music, or holiday events. Timing and location TBD. Proposed content, boards, presentations, and discussion points for the event shall be prepared by the consultant in advance of the event. One event, 4-hours.
- Meetings with City Council: CONSULTANT shall prepare content, share insights, and share feedback from subcommittee meetings and the at-large community event, and present project progress to City Council at major milestones, including reviewing and approving of the preferred streetscape plan for each location. Consultant shall support staff in preparing the materials for the meetings, including reports and presentations. Three in-person meetings, 1 to 2 hours each.
- DELIVERABLES: Community Engagement Strategy Memo; Meeting Summaries for each Subcommittee meeting; for the Community at-large event: Presentation Boards, summary of insights and feedback added to the ‘What We Heard’ memo; Community Outreach Summary: CONSULTANT will prepare a ‘What We Heard’ memo that summarizes the engagement process for the project and identifies key insights, concerns, and considerations. This will form the basis of the design brief prior to developing preliminary concepts, and guide the process to select preferred concepts. This document will serve as a record and summary of the project engagement efforts.
- **Outdoor Patio Guidelines**
  - CONSULTANT will evaluate existing use of public right-of-way for car-free streets, parklets, and private outdoor dining on Cal Ave and Ramona Streets, and develop commercial outdoor dining design standards and guidelines that build on the City’s recently adopted Permanent Parklet Guidelines and Regulations, yet adjusted for contextual differences on California Avenue, if necessary. These can include but are not limited to: patio license application process, patio elements, guidelines for merchandise

in patios, outdoor live entertainment, and furnishings such as seating, signage, accessibility, edge treatments, umbrellas, portable heaters, trash and recycle bins, lighting, and planters, maintenance and operations.

- CONSULTANT will highlight relevant findings from best practices research that apply to Palo Alto.
- CONSULTANT will develop written and graphic design standards and guidelines for commercial outdoor dining /patios, as informed by the City's recently adopted Permanent Parklet Guidelines and Regulations. This applies only to Cal Ave. since the Permanent Parklet Guidelines Apply to Ramona Street.
- Develop recommendations for a fee/pricing strategy for public and commercial use of the public right-of-way, as informed by the City's recently adopted Permanent Parklet Regulations.
- Present draft design standards and guidelines to the Project subcommittees and the City Council for adoption and incorporation as part of the preferred concepts
- Embed historic elements into topic/guidelines.
- DELIVERABLE: Design standards and guidelines for commercial outdoor dining on Cal Ave and public outdoor areas; content for presenting draft guidelines to subcommittee and the draft and final guidelines to the City Council.
- **Active Mobility & Circulation**
  - Including research & analysis of existing conditions and technical studies, including data from location analytics platforms via a consultant access to platforms such as Replica, Placer)
  - ADA Access & Accessibility
  - As part of the community engagement process, the consultant will identify key considerations for universal access, including identifying the potential obstacles or barriers for different communities and user groups to participate in and shape these new public spaces. This shall also include recommendations to enhance access to and from the car-free streets, including ADA parking recommendations, recommended paths of travel to enhance accessibility, and consideration of ADA as part of the design guidelines for public and private outdoor areas. Equity and Accessibility considerations will be integrated into the project design brief and will be used as fundamental drivers of evaluating the preferred concepts.
  - CONSULTANT will work with the City and stakeholders to develop design scenarios that strongly contribute to strengthened public life and economic outcomes by delineating pedestrian and bicycle circulation, location and arrangement of parklets and commercial outdoor dining, ADA access, emergency vehicle circulation, and appropriate connection to adjacent parking facilities.
  - The guiding principles for this task are as follows:
  - Identify preferred uses and arrangements for public streets and alleys, with focus on strengthening public life and improving circulation, economic, environmental, and quality-of-life outcomes.
  - Plan for high-quality bicycle and pedestrian networks that are connected, safe, clean, and comfortable.
  - Integrate connections to transit particularly to/from VTA bus stops and Caltrain train stations, and the City's Palo Alto Link rideshare service.
  - Provide appropriate ADA, service, and emergency vehicle access.
  - Curb management: Investigate the use of side alleys for service, delivery, loading, etc.
  - Pedestrian traffic be directed to places that increase visibility of retailers.

#### Phase 2:


- **Streetscape Design & Amenities**
  - Building on the site analysis, community engagement, and discussions with City Staff to inform the project Design Brief, the consultant will craft a comprehensive streetscape/urban


- design framework for the project focus areas and areas of interest (see map).
- CONSULTANT will establish the conditions for an environment that encourages curiosity and exploration, place-making, movement of people and goods, and economic vibrancy, while also considering overall project cost and operational capacity.
  - CONSULTANT will seek to balance the uses and users of the street such as pedestrians and cyclists, retailers and restaurants, Emergency and service access and loading, and access to adjacent parking areas.
  - CONSULTANT will work with the City and stakeholders to identify up to two future scenarios for both the California Avenue and Ramona Street areas (four scenarios total) to be advanced into more detailed evaluation. The scenarios will be identified, developed, and selected using high-level screening criteria built from the design brief, including guiding principles for the effort.
  - CONSULTANT will develop concepts for a public realm and streetscape design that includes, but is not limited to the following:
    - Delineation of pedestrian and bicycle zones, including designs for a center-running two-way bike lanes, slow bike lanes, shared use spaces with bicycles and pedestrians, and other innovative potential bikeway designs, such as using public art.
    - Delineation of public and private commercial use areas.
    - Pedestrian Priority Street Design including surface treatments, movement and lingering areas, hierarchy and delineation of public and private spaces.
    - Opportunities for daily, weekly, and seasonal events and gatherings.
    - Furnishings: paving treatments, planting, lighting, various types and arrangements of seating.
    - Utilities: power, lighting, heating, water POCs, drainage, street cleaning.
    - Safety and security, ADA accessibility, vehicle barricades.
    - Amenities: Restrooms, Bike parking.
    - Shading and canopy opportunities, particularly for public outdoor areas and the Cal Ave. farmer's market.
    - Consideration of and exploration for reorienting the stalls of the Cal Ave. farmers market to face the businesses, and other reorienting options, that could benefit the farmers market and the existing businesses, and is consistent with pedestrian traffic flow.
    - Locations and Opportunities for Public art and Street Activation.
  - Concept designs developed shall move toward maintaining the portions of Cal Ave. and Ramona Street permanently car-free (the project focus areas)
  - DELIVERABLES: Preliminary illustrative plans, circulation, and access diagrams for up to four concepts; Final illustrative plans, circulation and access diagrams, and up to 2 eye-level experience renderings for preferred concepts

## Map of Project Areas:

### CALIFORNIA AVENUE




 Project Focus Area: Cal. Ave between El Camino Real and Birch Street


 Project Area of interest:

- Cal Ave. from El Camino Real to the Caltrain Station
- Ash Street to Sherman Avenue
- Neighboring alleyways and streets: Cambridge Avenue, New Mayfield Lane, Jacaranda Lane, and Sherman Avenue.

### RAMONA STREET



 Project Focus Area: Ramona St. between University Ave. and Hamilton Ave.

 Project Area of interest: Ramona St. adjacent pedestrian alleyways and drive aisles

For California Avenue, the Project Focus Area is California Avenue between El Camino Real and Birch Street; and the Project Area of Interest is California Avenue from El Camino Real to the Caltrain Station, Ash Street to Sherman Avenue, neighboring alleyways and streets: Cambridge Avenue, New Mayfield Lane, Jacaranda Lane, and Sherman Avenue.

For Ramona Street, the Project Focus Area is Ramona Street between University Avenue and Hamilton Avenue; and the Project Area of Interest is Ramona Street adjacent pedestrian alleyways and drive aisles.

- **Legislative Options & Approach**
  - CONSULTANT will evaluate and determine the various legislative methods for enacting permanent street closures, including, but not limited to reviewing and reporting on the Pedestrian Mall Law of 1960, and provide a recommendation on how to best implement permanent car-free streets.
  - DELIVERABLE: Draft a memo on the legislative considerations and recommendations.
- **Environmental Assessment & Clearance**
  - CONSULTANT will review the final concepts and implementation plan and develop an environmental clearance strategy and roadmap. The environmental clearance strategy may include options to exempt all or portions of the project, adopt the conceptual plan at a program-level by tiering-off of existing environmental clearances, and next steps for project-level clearance.
  - CONSULTANT is responsible for conducting an assessment to determine the level of environmental review required for project implementation under the California Environmental Quality Act (CEQA).
  - For project components expected to qualify for exemptions, the consultant will develop a Notice of Exemption under CEQA and file it on behalf of the City, following direction to do so from City staff.
  - DELIVERABLE: Environmental Clearance Assessment and Environmental Clearance Strategy document; and assistance with drafting and filing any required environmental documentation.
- **Implementation Schedule, Cost, and Funding Strategies**
  - Action items to be divided into short-term and long-term actions
  - Design development and preliminary option of probable cost
    - Based on feedback from subcommittee, community, and Council, consultant shall select one preferred streetscape for each location, prepare design & plan-line development drawings that includes major proposed changes, improvements, and features, and prepare preliminary opinion of probable cost for the preferred concepts.
  - Funding strategies
    - CONSULTANT will identify opportunities for public and private funding to implement the preferred concepts and Plan.
  - Ongoing Operations and Stewardship
    - CONSULTANT will identify short and long-term operational needs and management of public realm areas and provide suggestions and recommendations for daily, weekly, and seasonal programming concepts (e.g. parades, festivals, regular-occurring events, permitting events and other opportunities for utilization of the street space).
    - CONSULTANT will identify potential partner organizations for programming, operations, and stewardship.
    - CONSULTANT shall identify best practices in street stewardship from other cities, and look at how to create and the effectiveness of stewardship groups, such as Community Benefit Districts or Business Improvement Districts, particularly for the Cal Ave. area
  - DELIVERABLES:
    - Implementation Plan & Schedule
    - Design Development drawing sets for preferred concepts for Cal Ave and Ramona Street car-free areas.
    - Preliminary Opinion of Probable Cost for proposed improvements and preferred concepts
    - Funding strategies
    - Ongoing Operations & Stewardship recommendations
- **Project Management & Oversight**

- At the outset of the project, such as at the kick-off meeting, the consultant will discuss and establish the final project schedule and rhythm for project updates and check-ins with City Staff.
- CONSULTANT will identify the primary point of contact from the consultant and from City Staff.
- CONSULTANT may use a variety of tools to track and communicate progress including the Community Engagement memo and a slide deck to share biweekly (every two weeks), project updates, as well as a project budget tracker, to ensure alignment on fee utilization.
- At project kick-off, City staff and the consultant will review and agree on the project scope, goals, and objective; the community engagement plan; project timeline, data needs; and team roles and responsibilities, and invoicing procedures and requirements.
- To the extent that it is possible and available, the City should provide the consultant with existing base maps, GIS, CAD files, technical drawings, etc. for the project areas as well as begin the process or already provide access to the location analytics platforms prior to the kick off meeting, such as Replica's Consultant Access Program.
- CONSULTANT will meet with City staff every two weeks, as needed. These meetings may be virtual.
- DELIVERABLE: Final Scope document and workplan, meeting schedule with target audiences. Meeting agendas, updated project schedule, updated budget spreadsheet, and recorded meeting notes

## 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.**

**APPROVED:**

CITY OF PALO ALTO

BY: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.**

**APPROVED:**

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT B SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of 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.

<b>Milestones</b>	<b>Completion Number of Weeks (as specified below) from NTP</b>
1. Signage & Branding	8 weeks
2. Active Mobility & Circulation	8 weeks
3. Outdoor Patio Guidelines	8 weeks
4. Cleaning & Maintenance	8 weeks
5. Public Outreach and Engagement	24 weeks
6. Streetscape Design & Amenities	8 weeks
7. Implementation Strategies	4 weeks
8. Legislative Approach	4 weeks
9. Environmental Clearance Strategy	4 weeks
10. Project Management	24 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.)

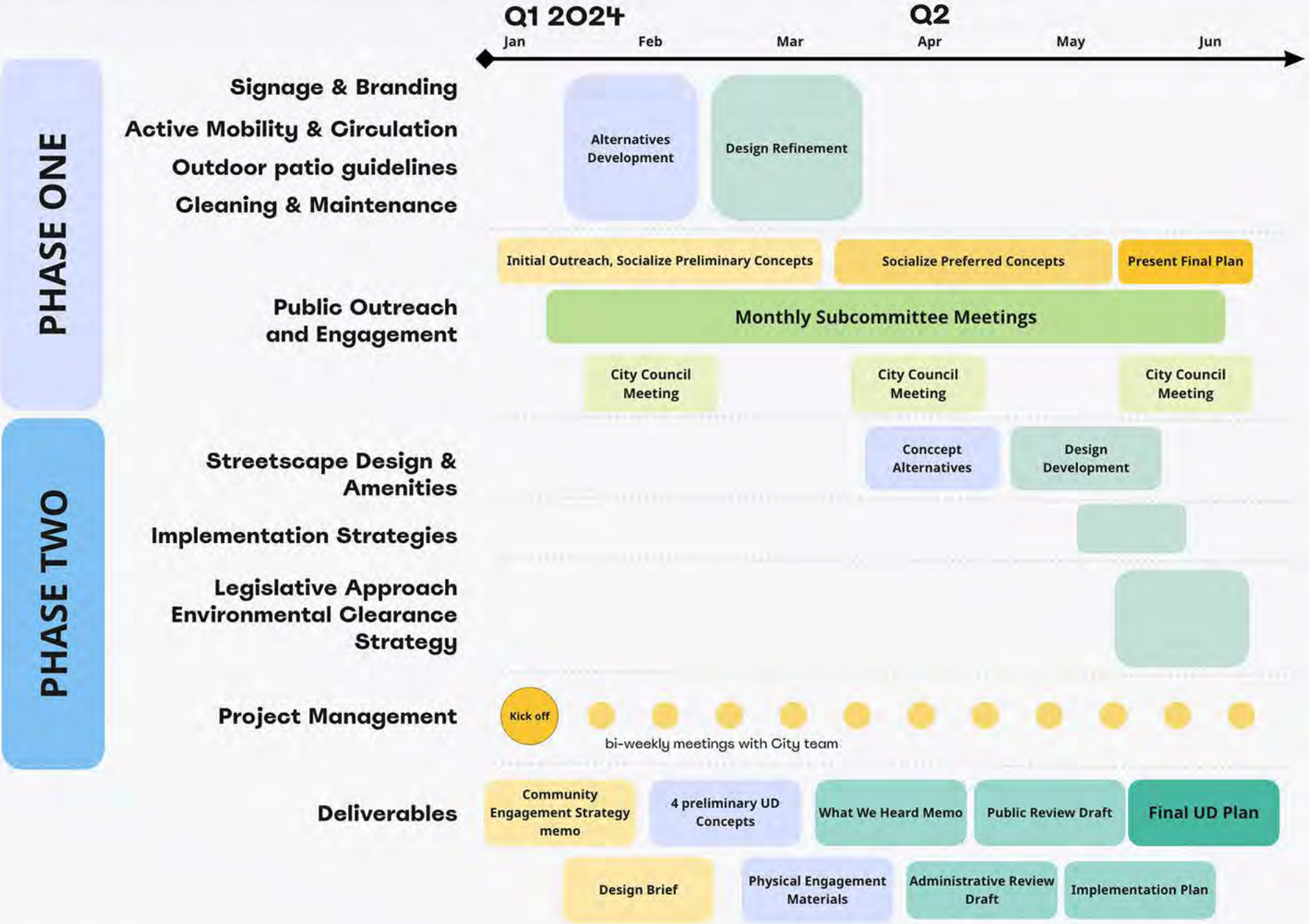
The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term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



Palo Alto Car Free Streets Implementation

PROJECT SCHEDULE

12/01/2023



## **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**

<b>TASK</b>	<b>NOT TO EXCEED AMOUNT</b>
Phase 1: Signage & Branding; Cleaning & Maintenance; Community Engagement; Outdoor Patio Guidelines; and Active Mobility & Circulation	\$133,927
Phase 2: Streetscape Design & Amenities; Legislative Options & Approach; Environmental Clearance Strategy & Roadmap; Implementation Schedule, Cost, and Funding Strategies; Project Management & Oversight	\$93,080
Sub-total for Services	<b>\$227,007</b>
Reimbursable Expenses (if any)	\$0
<b>Total for Services and Reimbursable Expenses</b>	<b>\$227,007</b>
Additional Services (if any, per Section 4)	\$22,701
<b>Maximum Total Compensation</b>	<b>\$249,708</b>

### **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**.

A. Travel outside the San Francisco Bay Area, including transportation and meals, if specified as reimbursable, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges, if specified as reimbursable, will be reimbursed at actual cost.

All requests for reimbursement of expenses, if any are specified as reimbursable under this section, shall be accompanied by appropriate backup documentation and information.

**EXHIBIT C-1**  
**SCHEDULE OF RATES**

CONSULTANT's schedule of rates is as follows:

URBAN FIELD STUDIO  
Attachment E: COST PROPOSAL  
Car-free Streets Implementation Plan: RFP #188179

DATE            Friday December 1, 2023

	URBAN FIELD				KIMLEY-HORN						
BASIC SERVICES	Director	Partner	Designer	Advisor	Sr Prof. 1	Professional	Analyst II	Analyst I	Project Support	TASK SUBTOTAL	
Rate	\$250	\$205	\$150	\$175	\$282	\$217	\$180	\$165	\$140		
PHASE 1											
Signage & Branding											
Develop Visual Identities	16		40								
Develop Signage Program & Plan	8		40								
Signage Mockups	8		20								
Cleaning & Maintenance											
Best practice research & recommendations	8		16								
Community Engagement											
Kick off / Community Engagement Strategy Memo	4	2	4								
Monthly Meetings with Car Free Streets Implementation Subcommittees											
Prepare slide deck presentation for meetings	32	2	32								
16 Subcommittee Meetings, 2 hours each	32	2	32								
Community-at-large Outreach Event											
Prepare boards and graphics	16	4	24								
On site Event Facilitation	6	6	6								
Capture and synthesize feedback	2	2	8								
Meetings with City Council											
Prepare slide deck presentation for meetings	12	1	12	2							
3 City Council meetings, 2 hours each	6	6	0	2							
Community Outreach Summary	6	2	12								
Outdoor Patio Guidelines											
Evaluate existing conditions	12		12								
Summarize best pracice research	8		8								
Develop standards and guidelines	20		40								
Develop recommendations for fee / pricing strategy	4		8								
Active Mobility and Circulation											
research existing conditions, using city data and location analytics platforms	12		12		2	4	10				
develop active mobility strategy	12		24		2	8	16				
develop strategy for ADA, Service, and Emergency Vehicle access	8		24		2	8	16				
Hours Subtotal	232	27	374	4	6	20	42	0	0		
Phase 1 Subtotal	\$58,000	\$5,535	\$56,100	\$700	\$1,692	\$4,340	\$7,560	\$0	\$0		
Subtotal by Team	\$120,335				\$13,592					\$133,927	
PHASE 2											
Streetscape Design and Amenities											
Scenario development	16		32								
Preliminary Concept Design	16		40								
Design Refinement & Illustration	16		40								
Legislative Options & Approach	4	4	0	8							
Environmental Clearance Strategy & Roadmap	4	4	0	8	4	12	0	24			
Implementation Schedule, Cost, and Funding Strategies											
Project Roadmap	16		20								
Design Development and Preliminary Opintion of Probable Cost	24		60								
Funding Strategies	8			8							
Ongoing Operations and Stewardship Recommendations	8		16								
Project Management and Oversight											
City Team Meetings	24	4	24	2	2	4	1				
Internal Team Coordination Meetings	12	4	12	2	4	4					
Hours Subtotal	148	16	244	28	10	20	1	24	0		
Phase 2 Subtotal	\$37,000	\$3,280	\$36,600	\$4,900	\$2,820	\$4,340	\$180	\$3,960	\$0		
Subtotal by Team	\$81,780				\$11,300					\$93,080	
SUBTOTAL BASIC SERVICES					\$202,115					\$24,892	\$227,007
Contingency (10%)										\$22,701	
TOTAL NOT TO EXCEED FEE										\$249,708	

## 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	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> 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, <b>NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

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 URL: [HTTP://WWW.OPENGOV.COM](http://www.opengov.com)

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.

IV. **EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE FILED WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL: [HTTP://WWW.OPENGOV.COM](http://www.opengov.com)**