

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of February 20, 2019 (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and Alta Planning + Design Inc., a corporation with its principal place of business at 100 Webster Street, Suite 300, Oakland, CA 94607 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Trails and Bikeway Pedestrian Master Plan Update (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$193,183**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term of Performance

The term of this Agreement shall be from **February 20, 2019 to June 30, 2020**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon the commencement date of the term of this Agreement set forth above.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code

Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Jeff Knowles** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Fanny Yu

Engineering

CONSULTANT:

Alta Planning + Design, Inc.

100 Webster Street, Suite 300,

Oakland, CA 94067

Attn: Hugh Louch

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Wage Theft Prevention

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

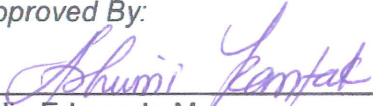
[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND ALTA PLANNING + DESIGN, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:



Julie Edmonds-Mares
City Manager

3/15/19

Date

Approved As To Form:



Christopher J. Diaz
City Attorney

Approved As To Scope:



Jane Corpus
Interim Director of Finance

Approved As To Content:



Steven P. Erickson
Engineering Director/City Engineer

ALTA PLANNING + DESIGN, INC.



Signature

Hugh Louch

Name

Vice President, as duly authorized

Title

March 8, 2019

Date

DIR Registration Number (If Applicable)

EXHIBIT A
Scope of Services

Execution Plan (Scope of Services/Work)

This project will update two plans for the City of Milpitas - a citywide Trail Plan and a Bicycle and Pedestrian Master Plan. These plans for the City of Milpitas that provides a vision and action plan for the City to improve safe and convenient travel by active transportation modes in Milpitas.

Task 1. Kick-Off and Administration

Task 1.1 Kick off and Administration

Alta will plan and facilitate a project kick-off meeting and stakeholder strategy session to clarify the project scope, background, and priorities. At the conclusion of this meeting, Alta will develop a final project management plan, including a data request memo and a proposed public engagement plan.

Throughout the project, there will be ongoing coordination between Alta's project manager and the City of Milpitas project manager - including email, phone and written communication to keep the City up-to-date on Plan development. Alta will conduct monthly project management meetings to review project status, schedule, and budget and provide meeting notes at the conclusion of each meeting.

The kick-off meeting will address:

- City's goals, visions, objectives, expectations
- Key issues, opportunities, and areas of concern
- Revisions (if needed) of project scope, deliverables, and budget
- Public outreach and agency coordination
- Data or information needed to be provided by the City
- Project Milestone and Deliverable Schedule

Task 1.2 Coordination with Neighboring Jurisdictions

During the course of the project, Alta will coordinate with the cities of Fremont and San Jose, and the Valley Transportation Authority (VTA) to ensure that the proposed improvements for Milpitas are well integrated into the regional bicycle and pedestrian networks. Alta will attend up to 6 meetings with these partners, either individually or in groups as appropriate.

Deliverables

- Final project management plan
- Monthly meeting notes
- Agenda and notes for coordination meetings with neighbors and partners

Task 2. Assess Existing Conditions & Research

TASK 2.1 EXISTING CONDITIONS

Alta will submit a data request memo to the City, ensuring we have all available relevant data, plans, policies, and regulations currently available. Alta will review Milpitas's existing bicycle and pedestrian facilities and supporting infrastructure using data provided by the City. This includes:

- Pedestrian, bikeway, and trail inventory, including sidewalks, crosswalks, and bikeways.
- Roadway characteristic data provided by the City, County, or Caltrans staff (including number of travel lanes, roadway/travel lane width, speed limits/speed survey data, and traffic volume data (as available)).
- Existing and proposed land use data available from the City.

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- Demographic data (population, employment, and other information) from the Census, including from the American Community Survey.
- Points of interest and key destinations, including commercial areas, schools, parks, transit stations and stops, and others.

Selective fieldwork will be conducted to verify critical elements of the City's existing facilities in person, supported by a review of available aerial photography and/or Google StreetView.

Alta will develop a set of maps, tables, and narrative that describe the existing bicycle and pedestrian network and conditions.

TASK 2.2 DOCUMENT REVIEW

Alta will also review existing plans and studies from partners of neighboring jurisdictions, including bicycle, pedestrian, and trail plans from the cities of San Jose and Fremont, studies from VTA including the Tasman Complete Streets Plan, Countywide Bicycle and Pedestrian Plan, and transit access and planning studies. Information from the Caltrans District 4 Bike Plan developed by Alta will also be integrated into this process.

TASK 2.3 PROGRAMS REVIEW

Alta will facilitate a meeting with City Parks and Recreation, City Police and other City agencies and local partners that provide existing bicycle and pedestrian programs in the City. Alta will document existing programs including Safe Routes to Schools (SRTS) programs, recreational programs and events run by the City, and any other efforts to encourage or educate residents of Milpitas on biking and walking safely.

The existing conditions, document review and programs review will be integrated into existing conditions chapters for the two plans.

TASK 2.4 BICYCLE AND PEDESTRIAN COUNTS (OPTIONAL)

Alta will contract with a data collection vendor to collect bicycle and pedestrian counts at up to 10 locations. Counts will be collected during AM and PM peak periods on 3 weekdays at each location.

Deliverables

- Data request memo (provided at kick off meeting)
- Maps, data tables, and narrative summarizing the existing network and prior plans
- Bicycle and pedestrian counts (optional)

Task 3. Community Outreach

TASK 3.1 PUBLIC OUTREACH AND ENGAGEMENT STRATEGY

As the City of Milpitas considers modifications to its physical infrastructure, it is critical to involve citizens and stakeholders in the process. Early and sustained involvement helps make a successful project, but drawn out schedules can sap the interest of all but most the serious advocates.

Alta will develop a detailed Public Outreach and Engagement Strategy that describes proposed events and identifies the schedule and key considerations for each event. This document will describe (1) the goals of the engagement effort, (2) the key audiences to reach within the City, and (3) the strategies (meetings, advertising, and other efforts), to reach these audiences.

Alta will continue to update the engagement strategy as the planning process continues, updating lists of stakeholders and other participants and identifying additional activities as needed to support the plan.

TASK 3.2 COMMUNITY INPUT MAP

Alta will provide the City with an online interactive community input map that allows the public to identify priority destinations for walking and biking, routes they would like to see improved, and similar information.

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The map allows users to comment on input from other users, allowing for a dialogue among residents. Alta has developed a technology to support online map input that works well on computers, tablets and phones. The map will be up through the completion of Task 4 and can be continued through the length of the project if desired by the City.

TASK 3.3 COMMUNITY MEETINGS

Alta will facilitate four community meetings during the course of the project to highlight the two plans, focused on providing the public with tangible products that require public engagement. We propose to organize the outreach events around the following phases:

- Needs Workshop. We propose to conduct a set of public workshops that presents the findings of the existing conditions (Task 2) and the needs assessment (Task 4). The workshop will present the existing network and programs, gather feedback on network gaps and areas of concern, and review data on safety concerns, connectivity, and other factors. These two workshops could focus on each plan individually or cover both plans and be held in different areas of the City.
- Recommendations/Draft Plan. We propose to conduct a second set of workshops that presents draft recommendations for projects and programs for both the Trails Master Plan and the Bicycle and Pedestrian Plan. This second set of workshops will be conducted when all of the materials for the draft plans are ready, but with enough time to make modifications to the identified project needs and the project prioritization process (Task 5). Again, workshops can be held to focus on a single plan or can cover both plans at meetings in two different locations.

All public meeting input will be captured in a working paper and summarized in a chapter of the Plan.

TASK 3.4 POP UP EVENTS (OPTIONAL TASK)

Given the challenges of drawing interest to public meetings, we recommend considering conducting additional public outreach events that meet the public where they are. This may include farmers markets, community festivals, or other community gathering spots. We have found this approach to be very successful for engaging a broader cross-section of the community, including those who may be interested in walking and bicycling but who are not interested in attending public meetings.

For this optional task, Alta would conduct up to four pop-up meetings, which may include:

- Booths at community events
- A bicycling and walking tour of existing trails or on-street infrastructure or proposed projects

Deliverables

- Final public engagement strategy describing goals of the outreach and proposed events
- Community input map
- Public meeting materials, including input boards, presentations, comment cards, and similar opportunities
- Working paper that describes the various input methods and all of the input received
- Optional pop up meeting plan, materials, and summaries

Task 4. Identify Gaps and Needs

Alta will conduct a detailed assessment of gaps and needs for trails, on-street bicycle facilities, and pedestrian facilities. This assessment will quantify factors that impact walking and bicycling activity, locate network gaps as potential projects, and identify key pedestrian and bicycling areas based on demand and supply variables.

Our approach to this analysis includes:

Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

- **Safety Analysis.** Alta will use data from the Statewide Integrated Traffic Records System (SWITRS) or local police data to identify where there have been collisions, injuries, and fatalities involving people walking and biking in Milpitas.
- **Demand Analysis.** Alta will use data about existing and proposed land use, trips, and others to identify where there is high demand for biking and walking in Milpitas. This will consider access to transit, schools, work, commercial destinations, and others. It will also make use of data from the VTA travel demand model to identify existing trips patterns that may be able to be served by trails, bike, and pedestrian infrastructure
- **Connectivity Analysis.** Alta will use data about existing multimodal infrastructure to develop an understanding of how well destinations and areas of demand are connected for people who want to walk and bike for both transportation and recreation. This analysis will include rating existing bikeway facilities for level of traffic stress (LTS) and pedestrian facilities for pedestrian level of service (PLOS). It will also consider how Milpitas bicycle, pedestrian and trail networks connect to the City's neighbors.
- **Design Review.** Alta will use best practices in trail, bicycle and pedestrian facility design to inform the review of existing facilities and identification of needs. Alta has helped develop many of these guides, including the NACTO Urban Bikeway Design Guide and the FHWA Small Town and Rural Multimodal Networks guide. Alta will use these, along with the dozens of design guides we have produced for local agencies to help inform this review.

Alta will use these analyses to identify:

- New Trail opportunities along creeks, other infrastructure right-of-ways, or adjacent to public street right of ways
- Gaps in existing bicycle networks, such as disconnected bike networks, intersection crossing needs and other conflict points,
- Gaps in pedestrian networks, such as sidewalk gaps, crossing needs in areas of pedestrian activities or at crossings of streets and other public right-of-ways
- Potential enhancements to trails and bicycle and pedestrian facilities to meet design standards
- Needs for bicycle facilities, such as bicycle parking, repair stations and other
- Needs for pedestrian amenities, such as benches, shelters, plantings and others

Alta will produce a series of maps, tables, and narrative that describe gaps and needs, developing chapters for the two plans that synthesize this information into critical needs and gaps that can be addressed by the City. Information from the public outreach process will also be integrated into this process.

Deliverables

- Plan chapters summarizing needs, including maps, tables, and narrative

Task 5. Recommended Projects and Facility Improvements

TASK 5.1 PROJECT RECOMMENDATIONS

The core of the plan will identify recommended projects for future implementation. This task will provide Milpitas with a list of projects, a method to prioritize projects, and identification of funding sources to support future projects. Based on the needs analysis and public and stakeholder input, Alta will develop a recommended network that includes trails, bicycle and pedestrian facilities. These networks will be developed for each plan considering the unique elements appropriate to that plan.

Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

The Trails Master Plan will focus on trail improvements and new trails that help produce a trail system for the City. This will address trail width, materials, accommodation of bicyclists and pedestrians, access to parks and other recreational destinations, and identify needed amenities to support the overall network. The plan will also address and identify potential improvements to trail crossings, including use of physical infrastructure, striping, and signal strategies to improve safety and comfort for trail users.

The Bicycle and Pedestrian Master Plan will provide a blueprint for implementing bicycle and pedestrian infrastructure. It will integrate many elements of the Trails Master Plan as trails are a critical element in an overall bicycle and pedestrian network. It will also identify needed on-street bicycle facilities and facility improvements and will identify pedestrian improvements, including potential crossing improvements that can help improve the safety of people walking in the City.

TASK 5.2 PROJECT PRIORITIZATION

Alta will prepare a robust framework for evaluating projects using a qualitative process that is organized around the Plan's goals and objectives. Typical project evaluation criteria include:

- **Public Support.** The project provides a significant improvement to a community identified challenge area.
- **Safety.** The project addresses safety concerns such as reported collisions or areas of high risk.
- **Connectivity.** The project improves overall network connectivity or provides access to key destinations.
- **Transit Support:** The project provides an improved connection to transit.
- **Quality.** The project type is appropriate for the context, providing low stress travel for people walking and biking.
- **Feasibility.** The extent of project constraints in terms of right-of-way acquisition, impacts on traffic operations, cost, and other factors.

Alta will work with the City to finalize the criteria and evaluation method and apply these to the projects and will present the proposed process to City residents in the second set of workshops. These will be applied to the proposed projects from each plan and used to help identify priorities.

Alta will also develop an implementation strategy that identifies potential funding opportunities - including local, regional, and statewide funding - and applies those to each project. This will help the City identify both priorities and appropriate methods for implementation, including relevant funding sources.

TASK 5.3 PROGRAMS RECOMMENDATIONS

The Alta team will develop specific program recommendations in coordination with implementing agencies. Alta is the only bicycle and pedestrian planning firm with a department dedicated to planning and implementing education and encouragement components of active transportation programs including workshops, contests, and other promotional activities. The Alta team will utilize our expertise in developing and leading Transportation Demand Management (TDM) and other active transportation programs to develop a customized and achievable set of recommendations. Enforcement and safety recommendations may also include ways to improve safety along bike/pedestrian trails using guidelines and policies for neighboring vacant land development that will provide 'eyes-on' the trail and other crime prevention techniques.

TASK 5.4. DRAFT AND FINAL PLAN DOCUMENTS

Alta will develop administrative draft plans for both the Trails Master Plan and the Bikeway and based on the work conducted in prior tasks. The objective of this task is to produce a simple but useful plan that captures existing conditions, a future vision for bicycle and pedestrian accommodation in Milpitas, and the implementation steps needed to get to that vision (including priority and timing).

Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

Alta will revise the administrative draft plans into public draft plans based on a consolidated, consistent set of comments from the City. The public draft plans will be posted for review by the public and Alta will work with the City to provide opportunities to receive feedback on the draft.

Alta will compile the comments received from the public into a matrix with a proposed disposition for each comment. Similar comments will be grouped for easier review. Alta will meet with the City to review this matrix and revise the disposition matrix. After completing that review, Alta will develop a Final Draft Plan for the City to review and will make necessary updates to the Final Plan after review by the City.

Alta will present the final plans to the City Council or other appropriate bodies and make minor modifications as needed to achieve adoption of the plans.

TASK 5.5 PROJECT CUT SHEETS (OPTIONAL TASK)

For a up to 10 priority projects identified by the City, Alta will create project cut sheets that capture:

- Summary information about the project - location, improvement characteristics
- Existing and proposed cross section
- A rendering or photosimulation that provides an easy means to understand the future project
- Information on potential tradeoffs required to implement the project (e.g., impacts to parking, vehicle lanes, etc.)

These cut sheets are often useful to support grant applications and to provide decision makers and the public with clear information about proposed priority improvements.

TASK 5.6. DESIGN GUIDELINES (OPTIONAL TASK)

Alta will develop design guidelines to reflect changes in best practices and in coordination with the City's policies. Design guidelines will include the following:

- Bikeway, trail, and sidewalk recommended widths
- Bikeway and trail intersection guidance
- Bicycle detection recommendations
- Striping and signing recommendations
- Bicycle parking recommendations by land use type
- Pedestrian improvement standards, accessibility issues, and crosswalk Prioritization Policy
- Creek Trail standards

Alta will develop a set of design guidelines tailored to the unique context of the City of Milpitas, using images and information on local infrastructure that provides the City with a resource to implement ongoing bicycle and pedestrian design solutions as part of project opportunities that arise from other projects such as new development, the new BART station, or regular street resurfacing.

Deliverables

- Long term vision for bicycle and pedestrian networks in Milpitas, including maps, tables, and narratives that capture all proposed improvements.
- Prioritized project list, including maps and tables that capture the top feasible priorities for the City
- Administrative Draft, Public Draft and Final Trails Master Plan
- Administrative Draft, Public Draft and Final Bicycle and Pedestrian Master Plan
- Presentation to City Council or committee to support adoption of the plan
- Optional cut sheets (10) for priority projects
- Optional Trail, Bicycle, and Pedestrian Design Guidelines for the City

EXHIBIT B

Fee & Schedule of Charges/Payments

The Designer shall be paid on a time and materials basis for all Services rendered up to the not-to-exceed Total Compensation. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be calculated on a time and materials basis and made based upon the percentage of task completed in accordance with the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, method for computing the amount payable, percentage of task completed, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The total amount paid to Designer shall never exceed the Total Compensation without the prior written approval of City.

Fee Schedule attached to this Exhibit B.

Project Budget

Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

TASK	Alta Planning + Design							Task Hours	Total Task Fee
	Principal-in-Charge	Project Manager	Senior Planner	Engineer	Designer/ Graphics	Planner/ Outreach	GIS		
	Hugh Louch	Jeff Knowles	Beth Martin	Joe Paull	Ryan Booth	Ben Frazier	Lisa Schroer		
<i>2019 Hourly Rate**</i>	\$275	\$193	\$112	\$122	\$104	\$104	\$104		
1 Kick-Off and Administration	4	28	35	0	0	0	0	67	\$10,424
1.1 Kick-Off and Administration	2	16	20					38	\$5,878
1.2 Coordination with Neighboring Jurisdictions	2	12	15					29	\$4,546
2 Assess Existing Conditions & Research	4	10	28	0	0	40	24	106	\$12,822
2.1 Existing Conditions	2	4	12			16	24	58	\$6,826
2.2 Document Review	1	2	8			12		23	\$2,805
2.3 Programs Review	1	4	8			12		25	\$3,191
3 Community Outreach	13	37	54	0	0	56	18	178	\$24,460
3.1 Public Outreach and Engagement Strategy	1	4	4			8		17	\$2,327
3.2 Community Input Map		1	2			8	2	13	\$1,457
3.3 Community Workshops	12	32	48			40	16	148	\$20,676
4. Identify Gaps and Needs	8	16	36	0	0	40	31	131	\$16,704
4.1 Identify Gaps and Needs	8	16	36			40	31	131	\$16,704
5. Recommended Projects & Facility Improvements	26	84	176	24	48	204	144	706	\$87,186
5.1 Project Recommendations	4	20	40	24		64	80	232	\$27,344
5.2 Project Prioritization	4	16	40			40	24	124	\$15,324
5.3 Programs Recommendations	2	8	16			20		46	\$5,966
5.4 Draft and Final Plan Documents	16	40	80		48	80	40	304	\$38,552
Staff Hours	55	175	329	24	48	340	217	1188	\$151,596
Web Input Map									\$2,000
Reimbursable Expenses & Travel									\$950
Project Total	\$15,125	\$33,775	\$36,848	\$2,928	\$4,992	\$35,360	\$22,568		\$154,546
Additional Services as Needed (25%)									\$38,637
Project Total + As-Needed Services									\$193,183

Potential Optional Tasks									
2.2 Bicycle & Pedestrian Counts***	2	4					8		\$12,154
3.4 Pop Up Events (4)		8	16				16		\$5,000
5.5 Project Cut Sheets	4	8	20	16	40				\$10,996
5.6 Design Guidelines	4	8	16		32	32			\$11,092

* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

** Hourly rates are for calendar year 2019, and will be adjusted if work is continued into subsequent year(s).

*** Includes \$10,000 in direct costs for count collection

EXHIBIT C
Activity Schedule

Project Schedule

Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

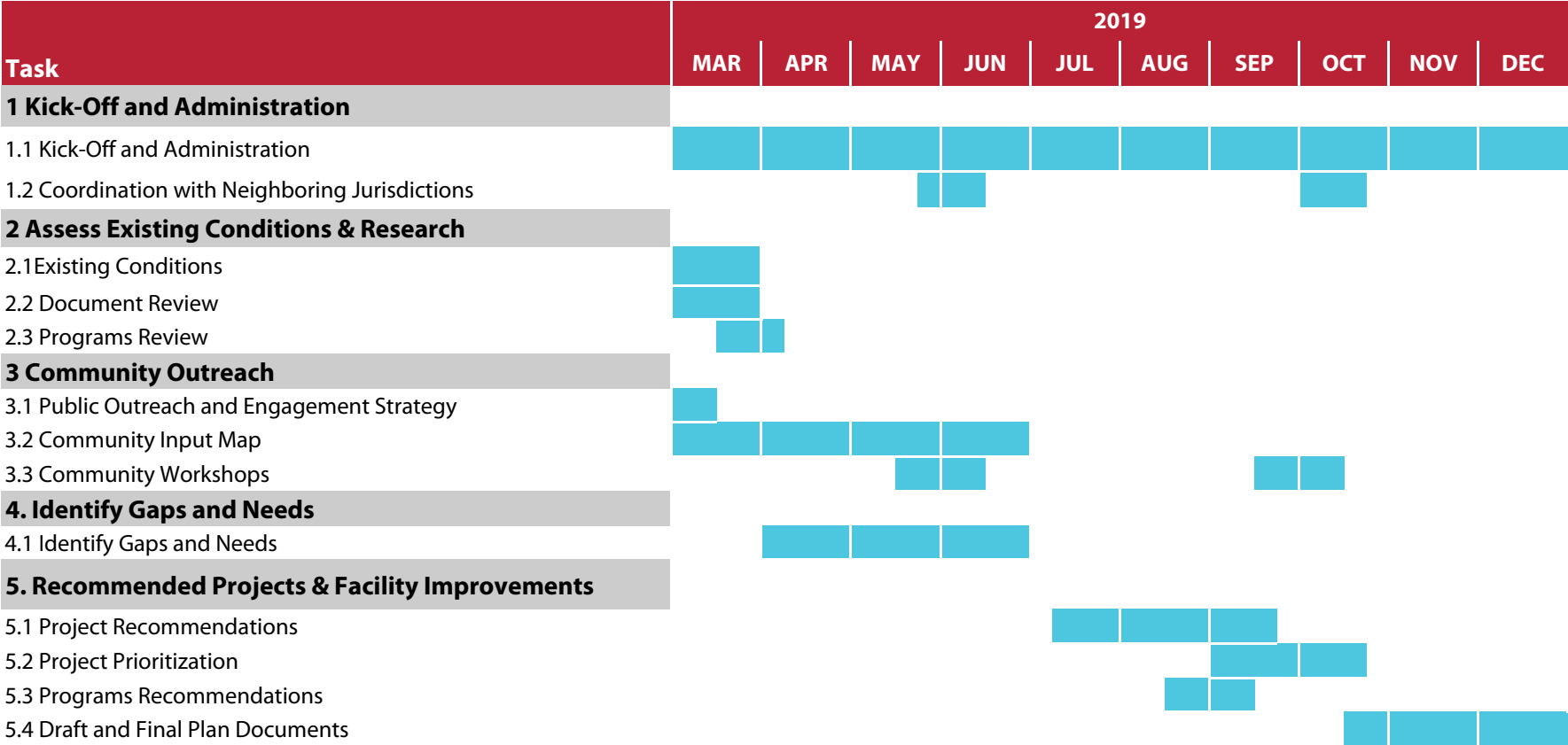


EXHIBIT D

Insurance Requirements

Please refer to the insurance requirements listed below. Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit C. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.

____ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

____ (If Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

____ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor/Consultant Signature

Builder's Risk (Course of Construction):

____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Surety Bonds:

- ____ Contractor shall provide the following Surety Bonds:
1. Bid Bond
 2. Performance Bond
 3. Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Contractor's or Consultant's Pollution Legal Liability:

____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim and **\$2,000,000** policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

Additional Insured Status:

The insurance policies are to contain, or be endorsed to contain the following provision:

The City, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor or Consultant or any subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Contractor's or Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Primary Coverage:

The insurance policies are to contain, or be endorsed to contain the following provision:

For any claims related to this contract, the **Contractor's or Consultant's insurance coverage shall be primary insurance** as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self insurance maintained by the City, its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Contractor's or Consultant's insurance and shall not contribute with it.

Builder's Risk (Course of Construction Insurance) (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage **shall name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain, or be endorsed to contain **that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice** by certified mail, return receipt requested to the City.

Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation Policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the

completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to

provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.