

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ADVANCED MOBILITY GROUP**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Advanced Mobility Group, a California corporation, (Consultant). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure the design professional services for the Lick Mill Blvd Pedestrian Beacon Upgrade and Monroe St at Los Padres Blvd Traffic Signal Modification Project, and more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors; and
- C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

**2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin upon written Notice to Proceed provided to Consultant by City and terminate at the completion of work described in Exhibit A – Scope of Services.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

**4. WARRANTY**

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

**5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon

Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## **6. COMPENSATION AND PAYMENT**

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one hundred thirty six thousand eight hundred eighteen dollars (\$136,818), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

Contractor shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

**9. NO THIRD PARTY BENEFICIARY**

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

**10. INDEPENDENT CONSULTANT**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

**11. CONFIDENTIALITY OF MATERIAL**

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

**12. OWNERSHIP OF MATERIAL**

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

**13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

**14. HOLD HARMLESS/INDEMNIFICATION**

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

**15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

**16. WAIVER**

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

**17. NOTICES**

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

City of Santa Clara  
Attention: Department of Public Works  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [engineering@santaclaraca.gov](mailto:engineering@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Consultant addressed as follows:

Advanced Mobility Group  
3003 Oak Rd., Suite 100,  
Walnut Creek, CA 94597  
and by e-mail at joy@amobility.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

**18. COMPLIANCE WITH LAWS**

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Consultant’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**19. CONFLICTS OF INTEREST**

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

**CONTINUED ON PAGE 8**

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**ADVANCED MOBILITY GROUP**  
a California corporation

Dated: \_\_\_\_\_ *7/22/2022*

By (Signature): \_\_\_\_\_ *Joy Bhattacharya*

Name: Joy Bhattacharya

Title: Vice President

Principal Place of Business Address: 3003 Oak Road, Suite 100, Walnut Creek, 94597

Email Address: joy@amobility.com

Telephone: ( 415 ) 688 0024

Fax: ( ) \_\_\_\_\_

"CONSULTANT"

## **EXHIBIT A SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

### **I. OBJECTIVE**

The City of Santa Clara (hereinafter "CITY") desires to engage Advanced Mobility Group (hereinafter "CONSULTANT") from the Prequalified Consultant List for Traffic Engineering On-Call Consultant Services to provide engineering design services to prepare bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding of the Lick Mill Blvd Pedestrian Beacon Upgrade and Monroe St at Los Padres Blvd Traffic Signal Modification Project (hereinafter "PROJECT" or "Project" or "the project").

CONSULTANT shall provide the services described herein through a Project team, comprised of CONSULTANT and subconsultants as identified as follows:

CONSULTANT: Advanced Mobility Group

Subconsultants to Advanced Mobility Group:

- CSG Consultants, Inc.                      Civil Engineering
- Quiet River Land Services, Inc.        Land Surveying

Any changes to the Project team during the term of the Agreement shall be approved in writing by CITY.

### **II. BACKGROUND**

Project consists of implementing traffic improvements at two (2) locations:

#### **1. Lick Mill Boulevard Pedestrian Beacon Upgrade:**

Lick Mill Boulevard is a North/South four-lane arterial roadway with a raised median island and a posted speed limit of 35 miles per hour. There are two existing crosswalks using flashers and the City has received requests from members of the public to improve safety for pedestrians traversing Lick Mill Boulevard at these locations. Upon review, the City proposes to upgrade the existing crossings to use push button actuated RRFBs and traffic signal mast arm poles. In addition, the City proposes to upgrade an existing curve warning sign to the latest Caltrans Standard.

#### **2. Monroe Street at Los Padres Boulevard Traffic Signal Modification:**

Monroe Street is an East/West three-lane arterial roadway with bicycle lanes and a posted speed limit of 35 miles per hour. At the intersection with Los

Padres Boulevard, there is an existing traffic signal with Case 2 load mast arms on all four corners. Upon review, the City proposes to upgrade the traffic signal infrastructure and connect the cabinet devices to the City's existing fiber optic communication system.

The City's budget for the Lick Mill Boulevard Pedestrian Beacon Upgrade is approximately \$500,000 and the budget for Monroe Street at Los Padres Boulevard Traffic Signal Modification is \$680,000, all inclusive of design consultant costs, construction costs, and administrative costs. CONSULTANT shall ensure the improvements to be constructed are completed within this budget.

Further, the requested services include preliminary engineering to assess the project locations and provide recommendations for the most suitable improvements to be constructed within the available project construction budget. A description of the preliminary engineering desired is described under Task 2: Preliminary Engineering and Evaluation (Site Evaluation and Technical Memorandum).

This Scope of Services is based upon CITY's Call for Proposals dated March 1, 2022, and CONSULTANT's Proposal dated March 21, 2022, incorporated herein by reference, and subsequent discussions between CITY and CONSULTANT. CITY and CONSULTANT agree that this Scope of Services is anticipated to meet CITY's objectives for the Project.

### **III. RESPONSIBILITIES OF CITY**

CITY will provide the following information and support regarding the project as-available and applicable:

- Record drawings (as-available)
- CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles.
- Right of Entry Letter template, if required.
- Payment of permit application fees, if required.
- Filing exemption under the California Environmental Quality Act, if applicable.

CONSULTANT shall expect that all signal equipment required for construction of the project, such as controllers, cabinets, poles, etc. will be furnished by the construction contractor through the construction bid documents and will not be CITY-furnished.

#### **IV. BASIC SCOPE OF SERVICES**

The Basic Scope of Services includes all professional services required to prepare construction bid documents (plans, specifications, and engineer's estimate) for the PROJECT.

##### **1. TASK 1: PROJECT MANAGEMENT AND COORDINATION**

CONSULTANT shall:

- 1.1 Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget.
- 1.2 Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- 1.3 Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last construction package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.
- 1.4 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT.
- 1.5 Provide monthly progress reports.
- 1.6 Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project

## Management.

- 1.7 Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional services agreement, such as preparing additional services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.
- 1.8 Only the designated Project Manager or approved delegates performing project management duties shall charge time to Task 1 Project Management. CONSULTANT's technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to project management.

### Deliverables:

1. Progress schedule in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file), including kick-off meeting minutes.
4. Monthly progress reports and invoices (in pdf file).

## **2. TASK 2: PRELIMINARY ENGINEERING AND EVALUATION (SITE EVALUATION AND TECHNICAL MEMORANDUM)**

### 2.1 Site Evaluation/Field Review:

CONSULTANT shall:

- 2.1.1 Evaluate the improvements for LICK MILL BLVD PEDESTRIAN BEACON UPGRADE such as to install the equipment needed for a future HAWK upgrade while keeping the project within the budget available. This includes an evaluation that provides and compares the construction elements and costs required for installation of an RRFB and the construction elements, and costs required for installation of a HAWK. This task also includes assessment of current crosswalk configuration at Fitzpatrick Way and determine an optional crosswalk location alternative, if feasible, including a cost comparison between options.

2.1.2 Evaluate the improvements for MONROE ST AT LOS PADRES BLVD TRAFFIC SIGNAL MODIFICATIONS and provide improvement recommendations to meet the project goals. This includes an evaluation that addresses the installation of new equipment on existing signal poles that were constructed according to the standards in use at the time of original construction.

2.2 Design Recommendation:

Based on preceding Task 2.1, CONSULTANT shall:

2.2.1 Propose recommendations to CITY per Site Evaluation/Field Review task by CONSULTANT. CONSULTANT shall consider factors such as cost and benefits, constructability, future operations and maintenance considerations.

2.2.2 Prepare a budget level project cost estimate that includes all project costs including construction costs, soft costs, permitting costs (if applicable), contingencies, and all other costs involved to complete the project. The purpose of this budget level project estimate is to ensure adequate funds are available to complete the PROJECT.

2.2.3 Formalize the design recommendation under this Task in a brief technical memorandum for CITY's review and approval. CONSULTANT shall meet with CITY to review the recommendation in the memorandum and anticipate up to two (2) rounds of CITY comments and revisions to the memorandum provided that the CONSULTANT incorporates the comments and revisions as appropriate for each round of revision. If the City requires justification for HAWK installation, the CONSULTANT shall prepare a HAWK recommendation document as an optional task.

2.3 Lighting Analysis (Lick Mill Blvd crosswalks and Monroe St intersection):

CONSULTANT shall:

2.3.1 Perform a photometric analysis of the lighting to confirm intersection and crosswalk illumination levels. The analysis and lighting design should consider Caltrans lighting standards, Silicon Valley Power (SVP) standards and the ANSI guidelines included in the City's Pedestrian Master Plan 2019. SVP currently uses ANSI/IESNA RP-8-00 as its standard for the design and installation of roadway lighting. City's Pedestrian Master Plan recommends using ANSI/IES RP-8-18: Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting. CONSULTANT shall confer with CITY prior to performing the lighting analysis to

confirm the criteria to be utilized in the analysis. CONSULTANT shall formalize the results of the analysis in a brief technical memorandum that includes all relevant data, figures, and recommendations and allow for up to two (2) rounds of review and revisions based upon CITY comments.

Deliverables:

1. Technical Memorandum: Site Evaluation Memo containing data, analysis, project cost estimates, and recommendations.
2. Technical Memorandum: Brief memorandum describing the Lighting Analysis.

**3. TASK 3: PRELIMINARY DESIGN (35%):**

Upon CITY's approval of improvements from the technical memorandum in Task 2, CONSULTANT shall:

- 3.1. Collect and review relevant reports, record drawings, data, maps and other documents relevant to defining the limits and scope of design for the project. CONSULTANT shall also take the lead on confirming the location and alignment of existing underground utilities with the appropriate utility companies and provide an allowance within their proposal for coordinating any relocation of utilities should it become necessary. CONSULTANT's design should account for existence of existing underground infrastructure and CONSULTANT shall perform all due-diligence necessary to avoid conflicts between the existing and new infrastructure.
- 3.2. CITY will provide utility maps for CITY owned storm drain, sanitary sewer, water/recycled water, and electric utility. Other non-City owned utility information will need to be coordinated by CONSULTANT with outside agencies and companies, including gas and communications. The CONSULTANT shall prepare "A" letters during the preliminary design phase. The information obtained as a result of the "A" letter shall be transferred to the base maps prepared for the project. CONSULTANT shall provide CITY a draft copy of the letter prior to sending it to the utility, maintain log of all information sent and received, and provide CITY all information received from the "A": letter process. CONSULTANT shall prepare a utility base map from information received through as-builts, field reviews, utility maps, and observation of above-ground of any high-risk utilities that has potential affect the work during construction to be used in the project plans.
- 3.3. Perform design grade topographic survey of the project areas and/or

intersections of the proposed improvements. Topographic surveys are required for all intersections from public right-of-way/property lines on one side of the street to public right-of-way lines on the other side of the street. Topographic survey will be required at locations where new curb ramps are to be installed to meet ADA and City standards. The design assumes presence and use of existing conduit along Monroe Street for the interconnect between the Los Padres and Scott Boulevard intersections. Information for the conduit will be based upon as-builts and field reviews. If new conduit is required to be installed, the background mapping and design required for installation of the new conduit will be considered as an Optional Task.

- 3.4. Coordinate with Silicon Valley Power (SVP) to identify and show locations of and arrange for electric service for the new flashing beacons or other powered devices if needed.
- 3.5. Prepare a set of preliminary design plans (35% level) for use in exhibits and/or contract drawings. At a minimum, the 35% design plans shall include, but not limited to, existing utilities, City right-of-way lines, existing improvements such as sidewalk, curb, and gutter, roadway, curb ramps, existing traffic equipment/signals, poles/pull boxes including existing roadway delineation markings and striping, and geometry and major features of proposed improvements. A preliminary estimate of the probable construction costs shall also be included.
- 3.6. If the CITY decides to proceed with HAWK design at the Lick Mill Boulevard Crossing(s), the CONSULTANT shall include HAWK design elements as part of the Optional Task, if directed in writing by City.

Deliverables:

1. Utility letter(s), tracking log, and information received.
2. Preliminary Design Plans (35%) and Estimate.

**4. TASK 4: CONSTRUCTION DOCUMENTS (65%, 95%, 100%, and FINAL BID SET SUBMITTALS)**

**4.1. 65% Construction Documents Package**

CONSULTANT shall perform engineering and design activities to develop a 65% level of completion construction documents. The CONSULTANT shall prepare the Utility Letter "B" during the 65% design phase. The 65% design plans will be provided to each utility owners that verified any utility conflicts within the proposed improvement area. The information on existing utilities obtained as a

result of the “B” letter shall be used to determine utility conflicts. CONSULTANT will make modifications to the design to avoid conflicts with existing utilities. The 65% submittal shall be considered as a complete package necessary to bid the PROJECT, and subsequent submittals shall provide opportunities to further refine the contract documents.

#### 4.1.1. Construction Documents

The 65% construction documents submittal shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include Plans, Specifications, Engineer’s Cost Estimate, and Probable Project Construction Schedule, in accordance with the following:

- 4.1.1.1. The Plans shall be complete and show property lines, existing high-risk utilities, and major construction features.
- 4.1.1.2. CITY’s preferred plan format is 22” x 34” sized sheets at a legible scale.
- 4.1.1.3. Specifications shall include all Technical Specifications or Special Provisions required to construct the project. CITY will prepare the “upfront” contract specifications, i.e. Divisions 0 and 1 specifications of CITY’s boilerplate. CONSULTANT shall provide all information required for CITY to complete the boilerplate. This information includes:
  - Description of work
  - Type of Construction Consultant’s License required
  - Schedule of Bid Prices
  - Requirements for Construction Consultant’s Statement of Qualifications (e.g. experience requirements for previous construction contracts and contract values).
  - Recommendations for appropriate Liquidated Damages
  - Identification of any changes to the CITY’s boilerplate that are required
- 4.1.1.4. CONSULTANT shall be familiar with CITY’s standard specifications and provide all Technical Specifications or Special Provisions such that they supplement, and

do not conflict with, and are not redundant with the standard specifications. Changes to the CITY's boilerplate or deviations from the standard specifications shall be addressed by incorporating appropriate information into the project Technical Specifications or Special Provisions.

- 4.1.1.5. The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of mid-construction using engineering judgement. CONSULTANT shall review recent bids, and contact vendors, suppliers, and construction consultants as necessary to develop an accurate cost estimate.
- 4.1.1.6. The probable construction schedule will be used to establish the construction contract duration (e.g. number of working days) in the project specifications. The construction schedule does not need to be detailed, but it should contain enough information to accurately determine the construction contract duration.
- 4.1.1.7. CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.

#### 4.1.2. Response to Comments

- 4.1.2.1. CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.
- 4.1.2.2. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 65% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design

issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 65% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project construction schedule).
2. Written response to comments.
3. 65% review meeting agenda and meeting minutes.

**4.2. 95% Construction Documents Package**

CONSULTANT shall perform engineering and design activities to develop a 95% level of completion construction documents that include updated Plans, Specifications, Engineer's Cost Estimate, Probable Project Construction Schedule, in accordance with the following:

**4.2.1. Construction Documents:**

- 4.2.1.1. The 95% submittal package shall incorporate comments received from CITY on the 65% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- 4.2.1.2. CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- 4.2.1.3. CONSULTANT shall submit the 95% plans to affected utility owners for their use and information.
- 4.2.1.4. CONSULTANT shall assist CITY in obtaining approval of the plans by the CITY Building Department and issuance of building permit(s). Building permits are anticipated as necessary for the electric services required for the project.

**4.2.2. Response to Comments**

- 4.2.2.1. CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall

be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 95% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 95% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule), submitted electronically as PDF.
2. Written response to CITY comments on the 95% design submittal.
3. 95% review meeting agenda and meeting minutes.

**4.3. 100% Construction Documents Package**

CONSULTANT shall finalize the Plans, Specifications, Engineer's cost estimate, and construction schedule based on the 95% review comments from CITY. All outstanding comments and issues from previous submittals shall be incorporated into the 100% construction document package. The 100% Construction documents shall be considered as complete with no future revisions planned nor deemed necessary. Should new electric services be necessary for the project, a building permit will be required from CITY's Building Department. CITY will submit the 100% design plans to the Building Department for review and issuance of the building permit. Should any revisions to the plans become required from the Building Department in order to issue the building permit, these revisions will be incorporated in the subsequent Final Bid Set Documents submittal. The CONSULTANT shall prepare the Utility Letter "C" during 100% design phase. The letter shall indicate to the utility owners of any changes that have been made since the Utility Letter "B" to avoid conflict with their existing utility. The CONSULTANT will make all efforts to avoid any utility relocation as part of this project through design modification. However, if utility relocation cannot be avoided, the Letter "C" shall identify and request written confirmation of utility relocation and relocation schedule.

The 100% construction package shall include final Plans, Specifications, Engineer's Cost Estimate, and Probable Project Construction Schedule, in accordance with the following:

- 4.3.1. The 100% construction package shall incorporate comments received from CITY on the 95% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- 4.3.2. CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- 4.3.3. PEER Review: Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The PEER reviewer may be from the CONSULTANT's organization but shall be independent from the Project design staff. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."

The PEER Review Statement shall also be placed on the plans title sheet and signed by the responsible individual.

- 4.3.4. CONSULTANT shall review previous projects of agencies near CITY and prepare a list of potential bidders for the project.
- 4.3.5. Response to Comments

CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 100%

comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule).
2. Written response to CITY comments on the 100% design submittal.
3. 100% review meeting agenda and meeting minutes.
4. List of potential bidders in MS Excel format and shall include the company's name, email address, contact number, and address of business.

**4.4. Final Bid Set Documents**

The submittal shall be considered as a limited submittal to formalize and sign the Final Bid Set documents, and resolution of any minor issues remaining from the 100% Design Submittal package. This submittal shall address any comments from CITY's Building Department as part of the building permit process, if required.

The final submittal shall consist of final Plans and Specifications, signed, stamped and dated by CONSULTANT in responsible charge for their preparation, including PEER Review Statement, and be considered ready to bid. The final submittal shall be ready for CITY staff approval signatures.

Deliverables:

1. Stamped, signed, and dated Final Plans for CITY signature (two original hard copies and electronic files in AutoCAD and PDF formats).
2. Stamped, signed, and dated Final Specifications and supporting documents meeting CITY's requirements for bidding purposes (two original hard copies and electronic files in MS Word and .PDF formats).
3. Final Engineer's cost estimate (two hard copies and electronic files in MS Excel and .PDF formats).
4. Final construction schedule (two hard copies and electronic files in MS Project and .PDF formats).

## **5. TASK 5: BID SUPPORT ASSISTANCE**

CONSULTANT shall:

- 5.1. Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders, if requested by CITY. CITY to reproduce and distribute Contract Documents, maintain a plan holder's list and log of bidder's questions and responses.
- 5.2. Attend Pre-Bid Meeting, if required by Project. CONSULTANT shall coordinate with CITY to prepare agenda and meeting minutes.
- 5.3. Prepare Addenda to Construction Documents, if needed. CITY to reproduce and distribute all addenda.
- 5.4. Assist CITY in evaluating bids and preparation of recommendation letter to award the contract, if needed.
- 5.5. If addenda are issued, prepare a conformed set of documents that incorporated addenda into the documents.

### Deliverables:

1. Written clarifications and response to prospective bidders, if needed
2. Addenda to the Bid Documents, if needed.
3. Written recommendation for award of contract, if needed.
4. Conformed construction documents, if needed.

## **6. TASK 6: CONSTRUCTION SUPPORT**

THE CITY's construction management team will have primary responsibility for construction management and inspection. CONSULTANT shall:

- 6.1. Attend Pre-Construction Meeting upon request by CITY and respond to pre-construction meeting questions.
- 6.2. Review and approve shop drawings and submittals, including mix designs. Assuming four rounds of reviews and comments for each submittal. This Scope of Services and Schedule of Fees is agreed by CITY and CONSULTANT as being adequate to address the number and types of submittals anticipated for the Project based upon CITY's and CONSULTANT's experience.
- 6.3. Review construction consultant's request for information (RFI's) and furnish additional drawings and/or specifications for supplementing, clarifying, and/or correcting purposes.
- 6.4. Attend meetings (assume 3) and site visits when necessary as

determined and requested by CITY. Meetings and site visits shall be coordinated whenever possible.

- 6.5. Assist CITY with the review of construction, and other activities, as requested.
- 6.6. Prepare, review, and recommend approval of design related change orders, as requested.

Deliverables:

1. Shop drawing and submittal comments.
2. RFI responses.
3. Site visit memoranda, as required. Limited to 4 visits plus punch-list walk-thru.
4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.
5. Change orders, as required.

**7. TASK 7: RECORD DRAWINGS AND PROJECT CLOSE-OUT**

CONSULTANT shall:

- 7.1. Upon request by CITY, in accordance with Bid Documents, CONSULTANT shall assist CITY in determining if the Project is ready for the stage of completion requested by the construction consultant (Substantial and Final Completion). Attend the Final Walkthrough to provide input to final "punch list" and help determine if the work is ready for CITY acceptance. CONSULTANT shall provide CITY with a written recommendation.
- 7.2. At Final Completion of the Project, provide CITY with one set of reproducible Record Drawing that reflects the changes to the work during construction based upon marked up prints, drawings, and other data furnished by the construction consultant, CITY, and Consultants. If CONSULTANT adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.
- 7.3. Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.
- 7.4. CONSULTANT shall provide to the City of Santa Clara, relevant digital

products and related information (e.g. notes, recommendations, photographs, etc.), including land survey records and data (e.g. tridimensional geodetic and/or geographic coordinates).

Deliverables:

1. FINAL Punch List input and written recommendations for substantial and/or final completion.
2. Record Drawings on a CD using AutoCAD, and one set electronic copy in PDF format.
3. CD containing PDF copies of all submittals received during construction phase.

**8. TASK 8: OPTIONAL TASKS (REQUIRES CITY AUTHORIZATION)**

If deemed necessary during the term of the Agreement, CITY may require CONSULTANT to perform Optional Tasks as part of the Scope of Services to be provided. Optional Tasks shall be authorized by CITY in writing prior to CONSULTANT performing the Optional Task. CONSULTANT will only be compensated for the if approved by CITY in writing prior to performing work. Fees for Optional Tasks shall be as set forth in the Schedule of Fees.

**8.1. Optional Task: Utility Potholing**

If deemed necessary to positively locate existing underground infrastructure based upon review of utility record information in relation to the proposed improvements during the Preliminary Design (35%) or subsequent task, CONSULTANT shall perform vacuum excavation potholing for utility verification. CONSULTANT will ask that the City request USA marking at the intersection in advance of the design team going out and identifying the critical utilities/locations where potholing information would help make final design decisions. The Schedule of Fees included in Attachment B is a budget allowance and assumes Twelve (12) potholes. Prior to performing any work under this task, CONSULTANT shall provide a written quotation for the actual number of potholes necessary for the work. Utility potholes will be backfilled with CDF and the pavement will be restored in accordance with City Standard Detail ST-25. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. It is assumed that CITY will issue a no-fee encroachment permit.

Deliverables:

1. Potholing Data (in pdf format)

## 8.2. Optional Task: HAWK Recommendation Document

If deemed necessary to provide justification for the installation of HAWK signals at the Lick Mill Boulevard crossings, CONSULTANT shall prepare the HAWK recommendation document. The task shall include collecting the needed traffic and pedestrian data to check the recommended criteria for a HAWK in the CA MUTCD. The task shall also include assessment of available stopping distance. CONSULTANT shall formalize the results of the analysis in a brief technical document that includes all relevant data, figures, and recommendations and allow for up to one (1) round of review and revisions based upon CITY comments.

### Deliverables:

1. HAWK Recommendations Document (in word and pdf format)

## 8.3. Optional Task: HAWK Design

If authorized by CITY, the CONSULTANT shall include the design of HAWKs at the Lick Mill Boulevard Crossings in the PS&E Package in place of RRFBs as described in Task 3.

### Deliverables:

1. Replace RRFB design with HAWK Signal Design in construction documents (Task 3).

## 8.4. Optional Task: Signal Interconnect Conduit Design

If authorized by CITY, the CONSULTANT shall include the plans background information and design required to construct new conduit, pull boxes, and other necessary elements to install new signal interconnect conduit along Monroe Street between Los Padres Boulevard and Scott Boulevard. Plans background information considered necessary includes linework of existing surface improvements based upon as-built drawings, aerial photos, or GIS and existing utility information. The Consultant shall field verify the as-builts and will perform utility-coordination for a new conduit run on the north side of the roadway. If potholing of existing utilities during design required, it shall be considered as included under Optional Task 8.1.

### Deliverables:

1. Add signal interconnect conduit design to construction documents (Task 3).

**V. ADDITIONAL SERVICES**

CITY reserves the right to add, delete, or modify services to be performed by CONSULTANT throughout the course of services under this Agreement based upon CITY's needs. CONSULTANT shall not proceed without any additional services not described under Basic Scope of Services under this Agreement without written authorization.

**EXHIBIT B**  
**SCHEDULE OF FEES**

**I. GENERAL PAYMENT**

Billing shall be on a monthly basis based on the services performed for each task. CONSULTANT shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. All invoices shall provide a written description of work performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced. Further, CONSULTANT shall clearly indicate on the invoice the percentage (%) of fee ratio for work done for the Lick Mill Blvd Pedestrian Beacon Upgrade and the percentage (%) of fee ratio for work done for the Monroe St at Los Padres Blvd Traffic Signal Modification, e.g., 40% for Lick Mill, 60% for Monroe.

The total payment to the CONSULTANT for Basic Services, as stated in Exhibit A, Scope of Services, shall not exceed \$124,380. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$12,438. In no event shall the amount billed to City by CONSULTANT for services under this Agreement exceed \$136,818 subject to budget appropriations.

**II. BASIC SERVICES**

The total payment to CONSULTANT for all work necessary for performing all Tasks, as stated in Exhibit A, Scope of Services, shall be in proportion to services rendered and, on a time, and materials not-to-exceed basis.

The CONSULTANT fee allocated to each Task, as shown below, shall be the CONSULTANT's full compensation for all the CONSULTANT services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate budget from Tasks to other Tasks or to or from Additional Services. The CONSULTANT shall bill time and materials spent on a Task under the appropriate Task and will not be allowed to charge to future or inactive tasks unless approved in writing by City. The CONSULTANT shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by CITY prior to performing any services under the task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the work to be performed. Fees for Optional Tasks shall be considered as Basic Services. City may reallocate budget to or from Optional Tasks to or from other Tasks or to or from Additional Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all subconsultant costs, reimbursable expenses, and administrative markups. The following table is a summary of the Tasks based upon the Cost Proposal submitted by Advanced Mobility Group on June 07, 2022, and agreed by CITY and CONSULTANT incorporated herein by reference.

CONSULTANT shall invoice time and expenses according to the subtasks identified in the Proposal. The time and expenses billed for subtasks may vary above or below the fees identified in the Proposal provided that the total billed for all subtasks billed under a Task remains within the Fee established for the Task. Upon mutual agreement between CITY and CONSULTANT in writing, subtasks may be combined as needed to facilitate CONSULTANT's invoicing.

<b>Description</b>		<b>Amount</b>
Task 1	Project Management and Coordination	\$4,570
Task 2	Preliminary Engineering (Site Evaluation and Technical Memorandum)	\$7,430
Task 3	Preliminary Design (35%)	\$31,795
Task 4	Construction Documents (65%, 95%, 100%, and Final Bid Set)	
Subtask 4.1	65% Construction Documents Package	\$12,690
Subtask 4.2	95% Construction Documents Package	\$8,530
Subtask 4.3	100% Construction Documents Package	\$4,585
Subtask 4.4	Final Bid Set Construction Documents Package	\$2,410
Task 5	Bid Support Assistance	\$3,690
Task 6	Construction Support	\$14,060
Task 7	Record Drawing and Project Closeout	\$4,200
Task 8	Optional Task (Requires City Authorization)	
Subtask 8.1	Utility Potholing	\$15,000
Subtask 8.2	HAWK Recommendation Document	\$3,540
Subtask 8.3	HAWK Design	\$5,640
Subtask 8.4	Signal Interconnect Conduit Design	\$6,240
<b>Total</b>		<b>\$ 124,380</b>

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed one hundred twenty-four thousand three hundred and eighty dollars (\$124,380), subject to budget appropriations.

### **III. REIMBURSABLE EXPENSES**

Reimbursable Expenses shall not be billed by the Consultant or subconsultant under this Agreement. Full compensation for all expenses shall be considered included in the hourly rates.

### **IV. ADDITIONAL SERVICES**

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed.

(CONTINUE ON NEXT PAGE)

## V. RATE SCHEDULE

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Rates by classification are listed below and shall be fixed through December 31, 2023. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

After December 31, 2023 rates may be adjusted as described herein. CONSULTANT shall propose any adjusted rates in writing for CITY's consideration and acceptance in writing. Adjusted rates shall be no more than the percentage of difference between the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland-Hayward, CA, area between the effective date of this Agreement and the CPI as may be available and nearest to and in advance of the month in which the adjustment is contemplated and shall be capped at a maximum of 3% for each adjustment. Only one adjustment is allowed per annum.

Consultant Advanced Mobility Group:

<b>Classification</b>	<b>Hourly Rate</b>
Vice President	\$ 260.00
Principal	\$ 230.00
Project Manager	\$ 210.00
Senior Project Engineer	\$ 150.00
CAD Technician	\$120.00
Engineering Technician	\$150.00

Sub-consultant CSG Consultants, Inc:

<b>Classification</b>	<b>Hourly Rate</b>
Project Manager	\$225.00
Assistant Project Manager	\$150.00

Sub-consultant Quiet River Land Services, Inc.:

\$875 per one intersection corner survey.

Advanced Mobility Group will bill subconsultants at actual cost without markups..

Subconsultants to Advanced Mobility Group will bill their subconsultants at actual cost without markups.

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## **VI. LABOR COMPLIANCE**

The services provided under this Agreement include preconstruction activities related to a public works project. Payment of each invoice is predicated upon CONSULTANT's and its subconsultants' compliance with Exhibit D, Labor Compliance Addendum.

Based upon the Scope of Services for the project, the following work is anticipated, to become performed during the course of services and would be subject to the provisions of Exhibit D, Labor Compliance Addendum:

- Field Surveyor
- Laborer (Utility Potholing)

## **EXHIBIT C INSURANCE REQUIREMENTS**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. PROFESSIONAL LIABILITY

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

#### E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

#### F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to



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

I. QUALIFYING INSURERS

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

EXHIBIT C-06 Professional Service Contract

## **EXHIBIT D LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

### **A. Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for

audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.