

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE
UNCONTROLLED CROSSWALKS IMPROVEMENTS – PHASE II PROJECT**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Kimley-Horn and Associates, Inc., a North Carolina corporation, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.” Throughout this Agreement “Contractor” and “Consultant” are used interchangeably and refer to Consultant.

RECITALS

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- 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 Contractor 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

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 on the date this Agreement is signed by both Parties and terminate on December 31, 2027. Services may commence upon City issuing a written notice to proceed.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence. Times for performance shall be extended, as mutually agreed, for delays which are caused by reason of: any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics, quarantine restrictions, or adverse weather.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor 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

Contractor's services covered by this Agreement shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is three hundred sixty-eight thousand nine hundred twenty dollars (\$368,920), 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 Contractor's expense. Contractor 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 Contractor.
- B. Termination for Default. If Contractor 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 Contractor.
- 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, Contractor will deliver to City all City information or material that Contractor has in its possession.
- D. The Contractor shall have the right to terminate this Agreement upon (15) days' written notice to City for any material breach; provided, however, that if City cures such breach or violation within such fifteen-day period, then Contractor shall not be entitled to terminate this Agreement.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or

transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

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

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 CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights 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 Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor 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 Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of

final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall 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.

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

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and 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 Contractor, its employees, subcontractors, 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, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

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

And to Contractor addressed as follows:

Kimley-Horn and Associates, Inc.
Attention: Brian Sowers, Principal-in-Charge/Senior Vice President
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588
and by e-mail at brian.sowers@kimley-horn.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

Contractor 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, Contractor'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 Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

Contractor 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

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

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 9

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: _____

GLEN R. GOOGINS
City Attorney

JÖVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

KIMLEY-HORN AND ASSOCIATES, INC.
a North Carolina corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”

EXHIBIT A SCOPE OF SERVICES

I. GENERAL

Description of Project, Services, and Objective

City desires to engage Consultant to provide design professional services to prepare the design and bid documents (plans, specifications, and engineer's estimate or PS&E) for public works bidding and construction of the Uncontrolled Crosswalks Improvements – Phase II Project (Project).

The City's Objective is for Consultant to provide all design professional services necessary to implement the construction of improvements at pedestrian street crossings at multiple locations within the City, as contemplated in the City's Request for Proposals (RFP), the Consultant's response to the RFP (Proposal), and as described herein this Agreement.

The improvements proposed under the Project generally involve the installation of Rectangular Rapid Flashing Beacons (RRFB), installation of street lighting, installation or modification of concrete ADA curb ramps and/or curb extensions/bulb-outs, signing and pavement markings, and restoration of impacted surface features (pavement and sidewalks) as needed at the Project locations.

The specific Project locations and improvements at each location were included in the City's RFP as Attachment G, Table of Improvements. This Attachment G, Table of Improvements, is incorporated into this Agreement by reference.

Baseline Solution

The list of Project locations and improvements was attached to the RFP and is incorporated into this Agreement by reference. The specific designs and details of the improvements at each location will be further developed by Consultant through the course of services under this Agreement and is dependent upon services provided by Consultant.

The list of Project locations and improvements identified in the City's RFP constitute the Baseline Solution considered in this Scope of Services and is the basis for the Scope of Services and Schedule of Fees for the Project. The Baseline Solution is further defined as inclusive of all design professional services to be provided by Consultant that is necessary for the construction to fully implement the improvements as complete and usable facilities, inclusive of all ancillary work involved in the Project design that is customary to a pedestrian improvement or transportation improvement project administered by a governmental agency.

The Baseline Solution is further defined to include all representations made in the City's Request for Proposals, the Consultant's proposal dated August 7, 2024, and subsequent negotiations between City and Consultant resulting in this Scope of Services represent the Baseline Solution to meet the Project Objective.

Should there be deviations from the Baseline Solution during the course of services that results in services or fees being materially or significantly different than represented for the Baseline Solution, the Scope of Services and Schedule of Fees shall be addressed by City and Consultant in writing prior to Consultant proceeding with any services deviating from the Baseline Solution.

In the case of discrepancy or ambiguity for the Baseline Solution, the following order of precedence shall prevail:

1. This Scope of Services (Exhibit A) and Schedule of Fees (Exhibit B) of this Agreement
2. Information generated between City and Consultant in preparing this Scope of Services and Schedule of Fees
3. The Consultant's Proposal
4. The City's Request for Proposals

This Scope of Services and Schedule of Fees represents all design professional services anticipated to be provided by Consultant as necessary to implement the Baseline Solution. It is mutually agreed by City and Consultant that this Scope of Services incorporates Consultant's professional qualifications and experience and is expected to meet City's Objective.

Consultant Structure

Consultant shall provide the services described herein through the following structure comprised of Consultant and subconsultants as identified as follows:

Consultant: Kimley-Horn and Associates, Inc. (Kimley-Horn).

Subconsultant(s) to Kimley-Horn and Associates, Inc.:

- LCC Engineering & Surveying, Inc. Land Surveying
- Discovery Hydrovac Utility Potholing

Any changes to the consultant structure through the course of services is subject to approval in writing by City. All services described in this Scope of Services shall be self-provided by Kimley-Horn unless specifically described otherwise, or otherwise approved in writing by City. City shall have the right to approve any subconsultant(s) or subcontractor(s).

Project Schedule

Consultant prepared a project schedule as part of its Proposal and is considered the agreed upon baseline project schedule for the purposes of this Agreement, and is incorporated into this Agreement by reference. The dates for milestone tasks as shown in the baseline project schedule shall not be exceeded without prior written approval by City.

II. RESPONSIBILITIES OF CITY

City will provide the following information regarding the Project as-available:

- Record drawings and maps (as-available)
- City's Standard Details, Specifications, Benchmark, and Design Criteria
- Storm Drain (SD), Sanitary Sewer (SS), Electric, 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, City water lines, and aerial photographic tiles (as-available). Consultant is expected to download any publicly available GIS information from the City's GIS website, and City will provide any further non-public GIS information as described herein.
- Payment of permit application fees to agencies for construction permits, if required; City may assign Consultant as the City's agent in applying for and obtaining permits for construction.
- Any permits required from other agencies for the professional Services to be provided by Consultant during the design phase shall be secured and paid by Consultant. Fees for said permits, if required, may be pass-thru reimbursed by City to Consultant without markups through Consultant's invoicing.

III. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes professional Services required to design and prepare bid documents (plans, specifications, and engineer's estimate or PS&E) for public works bidding of the Project. The following Tasks shall be completed by Consultant.

1. TASK 1: PROJECT MANAGEMENT

Following receipt of the notice-to-proceed from City, Kimley-Horn will schedule a project kick-off meeting with the City to discuss project goals, objectives, tasks, roles, and responsibilities. Kimley-Horn will prepare meeting materials and a meeting agenda.

Kimley-Horn will schedule and attend project status calls, scheduled on an-as needed basis, during the design phase to keep the City up to date on the

progress of the project. The Schedule of Fees assumes a total of ten (10) project status calls for a duration of one (1) hour each.

All other meetings involving Consultant and City, except as the identified above kick-off meeting and project status calls, shall be invoiced under the active task underway for which the meeting is required or involved. Meetings not involving City, such as internal Consultant meetings, or meetings with Consultant and its subconsultant(s) shall be considered as general project management and shall not be invoiced as meetings.

Kimley-Horn will maintain a progress schedule that will be updated at major milestones that will be discussed at project status calls. Consultant shall notify City if there are delays in any task of the project. In such cases, Consultant shall make up the schedule in subsequent tasks of the project or provide information to City substantiating and requesting a time extension. The schedule shall be maintained current at all times and shall be updated any time progress or milestones are changed.

Kimley-Horn will provide a copy of quality control and assurance guidelines at the kick-off meeting. A quality control report will be submitted at the end of each task that covers all deliverables for that task. Time spent completing quality control reports will be billed under its respective task and not this task.

Other elements of this task include general project administration activities, including management of project staff, management of subconsultants, progress reports submitted with invoices, and coordination with the City and other affected parties, as required to complete the Scope of Services within the Schedule of Fees and within the baseline project schedule.

Consultant administrative staff time spent preparing invoices for services complete, or related activities such as reconciliation of accounts receivable/payable or other internal budget and accounting related matters, 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 this professional services Agreement, such as preparing Additional Services requests or amendments to the Agreement, shall also be considered as included in the overhead of the Consultant's basic hourly rates and shall not be billed.

This Task 1 Project Management shall commence with the written notice-to-proceed from City and end upon completion of award of construction contract under Task 4 Bid Support. Thereafter, services provided consistent with the above provisions is budgeted and shall be billed to subsequent tasks, e.g. Task 5 Construction Support and Task 6 Project Close-Out and Record Drawings, whichever may be applicable at the time services are provided.

Task 1 Deliverables

- Progress schedule in MS Project format (submitted in 11" x 17" PDF format and Microsoft Project format)
- Quality Control and Assurance Guidelines (submitted in PDF format)
- Meeting agendas, preparation materials, and meeting minutes for each meeting (submitted in PDF format)
- Progress reports submitted with invoices (submitted in PDF format)

2. TASK 2: DATA GATHERING AND PRELIMINARY ENGINEERING

Kimley-Horn will conduct background research that includes the review of readily available relevant project documents and design standards, Bicycle and Pedestrian Master Plans, public utility system maps, as-built plans, right-of-way records, and other details for use in subsequent project design.

Kimley-Horn will prepare a Notice of Intent to Construct (NOI), or similar process for gathering utility record information at Consultant's discretion, and submit to local utility operators to gather existing utility information in the project area. Upon receipt of utility information, Kimley-Horn will develop a utility base map for use in determining if any utilities are at a high-risk of being affected. Consultant shall collaborate with City to identify relevant utility operators in City and at the project locations and Kimley-Horn shall have primary responsibility for ensuring all relevant operators are considered and contacted as part of the utility record research process. Consultant shall provide City a draft copy the NOI prior to sending it to a utility, maintain log of all NOI sent and received, and provide City all information received from the NOI process. City may also authorize Kimley-Horn to act as City's agent if so required by any utility operator prior to their release of record information.

Kimley-Horn and its survey subconsultant will conduct topographic surveys at each of the five (5) project locations identified for the installation of ADA ramps or curb extensions. These locations include:

- ID 26: Kiely Blvd/Mauricia Ave
- ID 219: Homestead Rd/Los Olivos Drive
- ID 163: Agnew Rd/West of Garrity Way
- ID 54: Benton St/Curtis Ave
- ID 155: Mission College Blvd/South of Our Lady's Way

The topographic surveys shall be consistent with the Standard of Care and include all necessary information Consultant deems necessary to complete the services under this agreement and is anticipated to include design grade information at curb returns, curb ramps, roadway surfaces along the crosswalks, and all other necessary surface features required for the Project design, including establishing proper survey datums and control. Consultant shall be responsible

for coordinating and obtaining all required survey information in an efficient manner, and Consultant shall not invoice City for remobilizations or additional surveys by its survey subconsultant due to deficiencies in needed design grade information resulting from deficient subconsultant oversight and coordination by the Consultant.

At the following eight (8) locations, Kimley-Horn will perform field measurements of existing slopes and dimensions to verify the curb ramps and crosswalks comply with disability access requirements. If any of the eight (8) locations do not appear to comply with disability access requirements, Kimley-Horn will coordinate with City to consider completing additional topographic surveys and designs that may be recommended to provide for improved disability access. Additional topographic surveys recommended by Consultant and agreed by City may be considered Optional Services or Additional Services to be completed for additional fees contingent upon written authorization from the City. An Additional Topographic Survey budget allowance is included as an Optional Task in Section IV Optional Services of this Scope of Services to support additional topographic surveys, if authorized by City.

- ID 205: Monroe St/Quinn Ave
- ID 46: Newhall St/Bohannon Dr
- ID 162: Agnew Rd/Avina Circle
- ID 38: Winchester Blvd/Dolores Ave
- ID 44: Winchester Blvd/Tulip Rd
- ID 179: Calle De Primavera/Calle De Escuela
- ID 189: Agnew Rd/Davis St
- ID 145: Walsh Ave/Northwestern Pkwy

Kimley-Horn will conduct a field review of the project locations during the background research phase of the project and review any available as-built information as well as survey information. Kimley-Horn will walk the project areas to document information including, but not limited to, existing conditions, adjacent landscaping and trees, lane configurations, posted speed limits, signing and striping, curb ramps, parking, and visible utilities and surface features (above and below ground).

Design the preliminary design phase, photometric analyses will be completed based on current Silicon Valley Power (SVP), American National Standards Institute (ANSI), and City standards and guidelines for each of the 13 project locations. Prior to completing the analysis, Kimley-Horn will coordinate with the City, including SVP, to confirm the applicable standards and other parameters to be used in the analysis. Kimley-Horn will submit a photometric analysis summary showing the existing lighting levels, recommended lighting levels, and proposed lighting improvements to meet recommended levels with the preliminary design exhibits.

Kimley-Horn will prepare preliminary design exhibits (35% design level) for each project location showing existing utilities, right-of-way, civil improvements, and above ground electrical/traffic signal elements of the RRFB assemblies and safety or street lighting. In addition to the preliminary design exhibits, Kimley-Horn will prepare a preliminary construction cost estimate.

During completion of the preliminary design, coordination with City, including SVP, will begin to determine possible locations of electric service tie-ins for the new overhead RRFB systems and street lighting improvements. As part of this coordination, Consultant shall also collaborate with City to evaluate solar powered or hard-wired electric service for the remainder of the locations with RRFB systems (non-overhead RRFB locations).

Task 2 Deliverables

- NOI Forms, Utility Tracking Log, and Utility Information Received (submitted in PDF format, and native formats if requested)
- Preliminary Design Plans (submitted in PDF format)
- Photometric Analysis Summary (submitted in PDF format)
- Preliminary Construction Cost Estimate (submitted in PDF format, and native format if requested)
- Quality Control Report(s), as needed and if requested by City

3. TASK 3: CONSTRUCTION DOCUMENTS (PS&E)

3.1. Task 3.1: 65% Construction Documents Package

Upon receipt of comments on the Preliminary Design, Kimley-Horn will schedule and attend a meeting to discuss the preliminary design comments and 65% construction documents package.

Upon completion of the preliminary design review meeting, Kimley-Horn will begin the preparation of the 65% design level plans, specifications, and opinion of probable cost (PS&E) for the project improvements. The plans will be prepared in AutoCAD format and submitted to the City in PDF at half scale. Kimley-Horn will utilize the City 22"x34" title sheet, plan sheet borders with blocks, general construction notes, and CAD standards.

The anticipated breakdown of sheets for the 65% plans is as follows:

- Cover Sheet - Project Location Map, Sheet Index, Benchmark, Signatures, and Abbreviations and Legend [1 sheet]
- General and Project Specific Notes [1 sheet]
- Civil Improvements Plans [13 sheets]
- RRFB Signal Plans and Street Lights [13 sheets]

- Signing and Striping Plans [13 sheets]
- Detail Sheets [2 sheets]
- Construction Best Management Practices (BMPs) [1 sheet]

The civil improvement plans are anticipated to be at a scale of 1"=10' and will show the new curb ramps and curb extensions as a result of the RRFB modifications. The plans will show the curb ramp improvements including conform points, sawcut limits, flowline slopes, restoration of impacted surface features such as pavements and sidewalks, and existing and design grades (e.g. stations/offsets, coordinates, and/or elevations, as needed) for the civil improvements. The plans shall also include any references needed for survey controls used during the design phase and subsequently needed for construction phase by the construction contractor. The civil improvement plans will also show any other civil work necessary to complete the Project such as concrete or pavement work and restoration.

The RRFB plans are anticipated to be drawn at a scale of 1"=20' and will include, as needed, all poles and equipment, controllers and cabinets, service connections or cabinets, conduit routing, pull boxes, and wiring.

The signing and striping plans are anticipated to be drawn at a scale of 1"=20' and will include all removal information for existing striping, pavement markings, signs, and sign posts, as well as, all installation information for proposed striping, pavement marking, signs, and sign posts.

Regardless of the number of sheets or sizes of sheets, all project plans and details required for the Project shall be considered as included in the Basic Scope of Services. Requests for Additional Services related to the sizes, scales, or number of sheets required to bid and construct the project will not be considered.

For the 65% technical specifications submittal, Kimley-Horn will prepare the technical specifications (also referred to as and considered interchangeably as special provisions) based on the City standard specifications. The technical specifications will be prepared in Microsoft Word and will reference the City and Caltrans Standard Specifications as needed.

Construction cost estimates will be based on recent construction bids received on similar projects. Recent construction bids shall include bids provided by City to Consultant for City projects, other recent projects Consultant has provided services for other agencies, and any other local public agency projects whose bid information is readily obtainable. Construction cost estimates will be prepared in Microsoft Excel format.

Estimates shall be further based upon appropriate quantity calculations or support, including for items presented as lump sum.

In addition, if any revisions are to be made to pole or luminaire placements that are different than the 35% design and photometric analysis, or receipt of comments on the photometric analysis from the preliminary engineering task, a revised photometric analysis and summary will be submitted with the 65% PS&E.

For the 65% PS&E submittal, Kimley-Horn will prepare a brief Stormwater Memorandum documenting the Project's status as a non-regulated Project based on requirements from the Municipal Regional Permit (MRP). The Stormwater Memorandum should include a project description and proposed improvements, associated disturbed area calculations, and citations to the relevant MRP sections substantiating the non-regulated status.

Kimley-Horn will continue coordination with SVP for any potential service tie-in locations required for overhead RRFB equipment installations or safety lighting improvements. Kimley-Horn will include assumptions based on coordination with SVP for SVP service(s) in the 65% design plans for review and verification by SVP. The plans shall show work to be performed by the construction contractor, also referred to as developers work, and work to be performed by Silicon Valley Power (as by others) based on the SVP coordination.

Task 3.1 Deliverables

- Review Meeting Agenda and Notes (submitted in PDF format)
- 65% PS&E (submitted in PDF format)
- Response to Preliminary Design Plans Comments (submitted in PDF format)
- Updated Photometric Analyses Summary, if applicable (submitted in PDF format)
- Stormwater Memorandum (submitted in PDF Format)
- Quality Control Report(s), as needed

3.2. Task 3.2: 95% Construction Documents Package

Consultant shall perform engineering and design services to develop a 95% level of completion construction documents. The 95% level of completion is defined as all major project issues have been identified and resolved and the design is complete, and future submittals are reserved for refinements based on comments or other coordination.

Upon completion of the 65% design review by the City and receipt comments, Kimley-Horn will organize a design review meeting to discuss comments on the design. A comment resolution matrix will be prepared summarizing comments received on the 65% PS&E documents, along with the resolution for each comment. This matrix will be submitted with the returned 95% PS&E documents and the original, red-lined mark-ups of the 65% PS&E documents.

If required, following the 65% design and prior to completing the 95% design, Kimley-Horn will attend an on-site field review with City's representatives to review Project locations near to and with potential to impact trees or vegetation to evaluate the proposed construction work, consider potential impact to trees and vegetation, and discuss approaches and provisions to include in the 95% contract documents to address any potential impacts to trees and vegetation.

The 95% technical specifications will be developed to include specific provisions regarding construction requirements, materials, and compensation. As part of the 95% specifications Kimley-Horn will provide information required from Consultant for City's preparation of the boilerplate or front-end specifications and complete those sections, including:

- Consultant's professional engineer seal and signature page (unsigned at 95%)
- Description of work
- List of Plan sheets
- Type(s) of Contractor's License required
- Schedule of Bid Prices
- Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for previous construction contracts, contract values, or specialty experience).
- Number of Working Days for Substantial and Final Completion
- Recommendations for appropriate Liquidated Damages
- Identification of any project-specific changes to the City's boilerplate that are required

During the 95% design, Kimley-Horn will begin coordination with the City of San Jose for the construction encroachment permit for the two project intersections that will require work in both San Jose and Santa Clara, which are:

- ID 38: Winchester Blvd/Dolores Ave
- ID 44: Winchester Blvd/Tulip Rd

It is assumed that the City of San Jose construction encroachment permit will be an "Inter-Agency Permit" issued to the City of Santa Clara, but is required to be fully obtained after contract award to include information from the awarded construction contractor. Consultant's efforts include ensuring that project design and plans are pre-approved by the City of San Jose for use in subsequent after-award permit issuance.

If any utilities are required to be relocated or adjusted directly by utility operators and not relocated or adjusted as part of the construction contract, Consultant shall provide exhibits showing the required relocations or adjustments for City's use in coordinating the relocations or adjustments by others. City shall be lead or primary contact for coordinating the adjustments by others, and Consultant shall support City as necessary.

Prior to completing the 95% submittal, and if required by City, Consultant shall attend an informal "lessons learned" meeting hosted by City representatives, including the City's Field Services Division, to share City's experiences and lessons learned for this type of project for Consultant's consideration in the 95% design. Consultant is not required to prepare or provide materials in-advance for this meeting.

If any revisions are to be made to pole or luminaire placements that are different from prior submittals, or comments on the photometric analysis submitted in the prior task, a revised photometric analysis and summary will be submitted with the 95% PS&E.

If any changes are made to the design affecting areas of hardscape that materially change the conclusions of the Stormwater Memorandum prepared in the 65% PS&E submittal, Kimley-Horn will prepare an updated Stormwater Memorandum.

In addition, at the 95% design level, Kimley-Horn will perform a PEER review of the project improvements. The PEER review will be completed by someone with greater experience than the engineer of record and who has not previously been associated with the project. It is further mutually agreed by City and Consultant that Consultant's internal QA/QC procedures as described in its Proposal may concurrently satisfy the requirements of a PEER review. The following shall be placed on the Project title sheet and signed by appropriate Consultant staff as evidence of PEER review being completed:

"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 project is subject to the City’s Complete Street Policy which requires that bicycle, pedestrian, and resurfacing projects undergo a complete streets review by the Bicycle and Pedestrian Advisory Committee (BPAC). Consultant will not be required to attend or present at the meeting, but should support the City in providing information required for BPAC review. Proposers should assume that one (1) review will take place at the 65% to 95% PS&E design milestone. Consultant shall address any comments from BPAC provided through the City in the next subsequent submittal following the BPAC meeting.

Task 3.2 Deliverables

- Review Meeting Agenda and Notes (submitted in PDF format)
- 95% PS&E (submitted in PDF format)
- Response to 65% Design Plans Comments (submitted in PDF format)
- Updated Stormwater Memorandum, if applicable (submitted in PDF format)
- Updated Photometric Analyses Summary, if applicable (submitted in PDF format)
- PEER Review Plan Markups (submitted in PDF format)
- Quality Control Report(s), as needed

3.3. Task 3.3: 100% Construction Documents Package

Consultant shall perform engineering and design services to develop a 100% level of completion construction documents. The 100% level of completion is defined as the design and bid documents Are considered complete with no future revisions planned nor deemed necessary, or “bid ready.” The subsequent submittal is reserved for formal signing and sealing and addressing minor comments received.

Upon completion of the 95% design review by the City and receipt of comments, Kimley-Horn will organize a design review meeting to receive and discuss comments on the design. A comment resolution matrix will be prepared which will summarize the comments received on the 95% PS&E documents and the resolutions for each comment. This matrix will be submitted with the returned 100% PS&E documents and the original, red-lined mark-ups of the 95% PS&E documents.

If any revisions are to be made to pole or luminaire placements that are different from prior submittals, or comments on the photometric analysis submitted in the prior task, a revised photometric analysis and memorandum will be submitted with the 100% PS&E.

If changes are made to the design affecting areas of hardscape that materially change the conclusions of the Stormwater Memorandum prepared in the 95% submittal, Consultant shall update the Stormwater Memorandum with any revised information from the 100% design.

During the 100% design, Kimley-Horn will complete coordination with the City of San Jose for the construction encroachment permit for the two project intersections that will require work in both San Jose and Santa Clara. The project special provisions or appendices shall include all necessary information for the City and its awarded construction contract to fully obtain the permit following bid and award.

If new electric service cabinets are included in the work Consultant shall assist City in obtaining approval of the plans by the City Building Department and issuance of building permit(s) prior to the final bid set plans. Consultant shall prepare a "Building Permit Set" of plans based on the 100% plans, and respond to address any comments from the City Building Department.

Task 3.3 Deliverables

- Review Meeting Agenda and Notes (submitted in PDF format)
- 100% PS&E (submitted in PDF format)
- Building Permit Set Plans, as needed (submitted in PDF format)
- Response to 95% Design Plans Comments (submitted in PDF format)
- Updated Stormwater Memorandum, if applicable (submitted in PDF format)
- Updated Photometric Analyses Summary, if applicable (submitted in PDF format)
- Quality Control Report(s), as needed

3.4. Task 3.4: Final Bid Set Documents Package

The submittal shall be considered as a limited submittal to formalize and sign and seal the Final Bid Set documents, and resolution of any minor issues or comments remaining from the 100% design submittal package.

The final submittal shall include final Plans and Specifications, signed, stamped and dated by Consultant in responsible charge for their preparation, and signature of PEER reviewer, and be considered ready to bid. The final submittal shall be ready for City staff approval signatures on the title sheet. The final submittal shall also include the final engineer's cost estimate.

It is anticipated that any comments resulting from the 100% design will be editorial in nature and will be communicated via e-mail or discussed on a conference call.

At this submittal, the Photometric Analysis Summary and Stormwater Memorandum shall match the bid set plans and shall be deemed final and submitted to the City for the project files.

Task 3.4 Deliverables

- Stamped, Signed, and Dated Final Plans for City Signature (submitted in PDF Format and AutoCAD format, if requested)
- Stamped, Signed, and Dated Final Specifications and Supporting Documents (submitted in PDF format and Microsoft Word format)
- Final Engineer's Cost Estimate (submitted in PDF Format and Microsoft Excel format)
- Response to 100% Design Plans Comments (submitted in PDF format)
- Final Photometric Analysis Summary (submitted in PDF format)
- Final Stormwater Memorandum (submitted in PDF format)
- Quality Control Report(s), as needed

4. TASK 4: BID SUPPORT

All services completed within this task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

Prior to construction, during the bidding phase, Kimley-Horn will prepare any necessary clarifications or addenda to the project plans. City shall have primary responsibility for monitoring questions received from Bidders through the electronic bid platform, and when requested, Kimley-Horn shall provide draft answers to the City for City use and posing answers to the bid platform. Kimley-Horn will also attend a pre-bid meeting and assist the City in evaluating bids and preparing a letter to award the contract, if requested by City.

In the event any addenda are issued, Kimley-Horn shall prepare a conformed set of construction documents upon City's request.

If requested by City, if actual bids received are considerably higher or lower than Consultant's estimate, as determined by City, Consultant shall investigate the discrepancies and provide information to City identifying the areas of discrepancy and possible reasons or explanations for the discrepancies.

The amounts included in the Schedule of Fees are an assumption based upon Kimley-Horn's qualifications and experience, including experience with prior projects for City under separate agreements, for the services anticipated to become provided for the Project for the Baseline Solution. Additional fees that exceed this assumption shall be substantiated by Consultant to City, and agreed

by City under an Additional Services authorization prior to being invoiced by Consultant. Services under this Task that can be reasonably deemed by City to be a result of Consultant's errors or omissions or otherwise as a result of deficient quality Bid Documents inconsistent with the Standard of Care shall be resolved by City and Consultant prior to invoicing and such services are subject to dispute resolution prior to any payments.

Task 4 Deliverables

- Written Clarifications and Responses to Prospective Bidders (submitted in PDF Format)
- Addenda to Bid Documents (submitted in PDF format)
- Written Recommendation for Award of Contract (submitted in PDF format)
- Conformed Construction Documents (submitted in PDF format)
- Quality Control Report(s), if requested by City

5. TASK 5: CONSTRUCTION SUPPORT

All services completed within this task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

The City's Field Services Division will have primary responsibility for construction management and inspection. Consultant's responsibility to provide basic services for the construction phase under this Agreement commences with the award of construction contract and terminates on the date City accepts the constructed improvements, files a notice of completion, or when otherwise Consultant is notified by City that services under this task are complete, whichever comes sooner. All services completed within this Task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

The amounts included in the Schedule of Fees are based upon the Consultant's experience and judgment, including experience with prior projects for City under separate agreements, of the services anticipated to become provided for the Project by Consultant for the Baseline Solution. Additional fees that exceed this assumption shall be substantiated by Consultant to City and agreed by City under an Additional Services authorization prior to being invoiced by consultant. Services under this Task that can be reasonably deemed by City to be a result of Consultant's errors or omissions or otherwise as a result of deficient quality Bid Documents inconsistent with the Standard of Care shall be resolved by City and Consultant prior to invoicing and such services are subject to dispute resolution prior to any payments.

If and when requested, Consultant shall:

- 1.1. Attend Pre-Construction Meeting upon request by City and respond to pre-

- construction meeting questions.
- 1.2. Review and approve shop drawings and submittals. Assumes reviews, comments, and review of revised submittals, as necessary and as applicable for each submittal. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. Consultant will be allowed a maximum of seven (7) calendar days for review of submittals.
 - 1.3. Review Contractor's request for information (RFI's) and furnish additional drawings and/or specifications for supplementing, clarifying, and/or correcting purposes. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFI's that impact Project schedule or a maximum of fourteen (14) calendar days to respond to RFI's that do not impact Project schedule.
 - 1.4. Attend meetings and site visits when necessary as determined and requested by City.
 - 1.5. Assist City with the review of construction, and other activities, as determined and requested by City.
 - 1.6. Attend a construction walkthrough at the substantial completion to final completion to provide input to final "punch list" items.

Task 5 Deliverables

- Submittal Reviews (submitted in PDF Format and via e-builder)
- RFI Responses (submitted in PDF format and via e-builder)
- Change Order Review (submitted in PDF format and via e-builder)
- Supplemental Construction Documents Correcting for Design Related Change Orders (submitted in PDF format and via e-builder)
- Final Punch List Input and Recommendations for Substantial Completion (submitted in PDF Format)

6. TASK 6: PROJECT CLOSEOUT AND RECORD DRAWINGS

All Services completed within this Task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing any Services.

Upon request by City, Kimley-Horn will prepare record drawings based on the construction contractor's and the City inspector's redline markups summarizing the changes from construction and based upon Consultant's knowledge of services Consultant provided during construction. Record drawings will be prepared in CAD and reproduced in PDF digital format. CAD files shall include all reference files "bound," and include all other associated files such as fonts and plot style files.

The amounts included in the Schedule of Fees are an assumption based upon the Consultant's qualifications and experience, including experience with prior projects for City under separate agreements, for the services anticipated to become provided for the Project by Consultant based on the Baseline Solution. Additional efforts that exceed this assumption shall be substantiated by Consultant to City and agreed by City under an Additional Services authorization prior to being invoiced by Consultant.

Task 6 Deliverables

- Record Drawings (submitted in PDF format and native AutoCAD files)

IV. OPTIONAL SERVICES

Optional Services are defined as Services that have been mutually contemplated by City and Consultant as potentially becoming necessary to meet the Project Objective and within the Baseline Solution, but the performance of Services by Consultant will be determined by City during the course of Services. Optional Services are further defined as having a specific scope of Services with associated fees provided in the Schedule of Fees.

Consultant shall proceed with Optional Services only upon written authorization to proceed by City, and shall only be invoiced if agreed by City and Consultant in writing prior to performing Services.

Fees for Optional Services shall be considered as a subset of the fees for Basic Scope of Services as described in the Schedule of Fees.

A. OPTIONAL TASK A (OPTION FOR TASK 2): ADDITIONAL TOPOGRAPHIC SURVEY

This Optional Task provides for additional topographic survey, to supplement the topographic surveys described in Task 2, Data Gathering and Preliminary Engineering, of the Basic Services.

The Schedule of Fees included in Attachment B is a budget allowance set by City. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task.

This Task shall only be invoiced if agreed by City and Consultant in writing prior to performing the Services.

Optional Task A Deliverables:

1. Consistent with deliverables described under Task 2, Data Gathering and Preliminary Engineering

B. OPTIONAL TASK B (OPTION FOR TASK 3): UTILITY POTHOLING

If deemed necessary due to the design locations of proposed equipment or improvements and suspected presence of existing underground utilities based upon records research and field observations, Consultant shall perform vacuum excavation potholing for utility verification. Information from any potholing performed (e.g. location, type of utility, utility material, and depth) shall be displayed on the project plans for the construction contractor's information.

The fees included in Exhibit B is considered a budget allowance as proposed by Consultant. The fees included in the Schedule of Fees considered potholing performed at to two (2) intersections inclusive of the total number of actual potholes performed at each intersection. Prior to performing any work under this task, Consultant shall provide a written work plan and cost quotation for the actual number of potholes necessary for the work from the potholing subcontractor.

Utility potholes shall be backfilled with CDF and the pavement shall be restored in accordance with City Standard Detail ST-25. Placement of 'cutback' or temporary restoration is not acceptable unless the pothole locations are expected to be obliterated and restored as part of the subsequent Project construction.

This task shall only be invoiced if agreed by City and Consultant in writing prior to performing work.

It is anticipated that this Task, if authorized, would occur as part of the 65% to 95% subtask concurrent with Task 3. Construction Documents (PS&E).

Optional Task B Deliverables:

1. Optional Task (If Authorized): Potholing Data

V. ADDITIONAL SERVICES

Additional Services are defined as services not contemplated nor described in this Scope of Services as a Basic Service or Optional Service that may become necessary during the course of Services (e.g. out of scope services). Additional Services are further defined as services that are materially or significantly different than presumed for the Baseline Solution.

City reserves the right to add, delete, or modify the Services provided by Consultant throughout the course of Services based upon City's needs.

Consultant shall not proceed with any Services it considers Additional Services without written authorization by City prior to providing any such Services.

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. Each invoice shall include a summary page that shows the following for each Task: total budget per this Agreement, amount previously invoiced, amount currently invoiced, percent invoiced to date, percent to complete to date, and remaining budget per this Agreement. Each invoice shall also include a summary page that shows the charges per individual that shows the employee name, title, billing rate, total hours, and total dollar amount charged per task. Each invoice shall also include backup documentation that shows the date(s) and hour(s) charged by employee, by task, with a description of the services performed for the dates and hours charged. All invoices shall also 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.

Subconsultant(s) invoice(s) pass-through billed through Consultant to City shall be consistent with the terms contained within this Agreement. Consultant shall be responsible for ensuring conformance of each subconsultant invoice with these terms, including the fees allocated for each Task, prior to billing City.

The total payment to the Consultant for Basic Services, including Optional Services, as stated in Exhibit A, Scope of Services, shall not exceed the sum of \$335,380. The amount billed to City for Additional Services shall not exceed the sum of \$33,540. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$368,920, 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, 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 in the table that follows, shall be the Consultant's full compensation for all the Consultant services required 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 at the City's sole discretion. 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 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.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the table that follows include all subconsultant costs, reimbursable expenses, and administrative markups. The following table is a summary of the Tasks based upon the negotiated Cost Proposal submitted by Kimley-Horn on November 4, 2024 and agreed by City and Consultant, attached to this Exhibit B and incorporated herein by reference.

Consultant shall invoice time and expenses according to the Tasks identified in the Cost Proposal. The time and expenses billed for subtasks may vary above or below the fees identified on the Cost 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.

The table that follows is a summary of the fees for the Tasks from the Cost Proposal.

Cost Proposal Summary:

Description		Amount
Task 1	PROJECT MANAGEMENT	\$ 17,150
Task 2	PRELIMINARY ENGINEERING AND EVALUATION (35% DESIGN)	\$ 72,870
Task 3	CONSTRUCTION DOCUMENTS (65%, 95%, 100%, AND FINAL BID SET SUBMITTALS)	\$ 158,610
Task 4	BID SUPPORT ASSISTANCE	\$ 4,500
Task 5	CONSTRUCTION SUPPORT	\$ 15,490
Task 6	RECORD DRAWINGS AND PROJECT CLOSEOUT	\$ 7,900
Allowance for Adjustments to Basic Hourly Rates (See V. Rate Schedule)		\$ 6,300
SUBTOTAL		\$ 282,820
OPTIONAL SERVICES		
OPTIONAL TASK A – ADDITIONAL TOPOGRAPHIC SURVEYS		\$ 14,000
OPTIONAL TASK B – UTILITY POTHOLING		\$ 38,560
SUBTOTAL		\$ 52,560
TOTAL		\$ 335,380

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed three hundred thirty-five thousand three hundred eighty dollars (\$335,380), 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.

The following is a sample of items that are considered as included and fully compensated as part of the Consultant's basic hourly rates and are not considered Reimbursable Expenses for separate billing:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Travel Expenses (local and long distance), including meals and gas
- Faxes
- Local and Long Distance Telephone Expenses (land lines and cellular phones)
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

The following are not considered reimbursable expenses included in the hourly rates, and if requested by City, may be authorized under Additional Services.

- Outside Duplicating Cost for Plans and Reports, when requested by City
- Presentation Materials, when requested by City
- Delivery Services, when requested by City.
- Courier Services when requested by City.

Any discrepancy between Reimbursable Expenses listed within Consultant's , or subconsultant(s)', standard rate schedules as referenced in Section V, RATE SCHEDULE of this Exhibit B and the above shall be resolved in favor of the above.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. 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. 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 provided by the City in advance of the work to be performed.

Additional Services shall not exceed \$33,540, subject to budget appropriations. Additional Services that exceed this amount will require a written amendment to the Agreement.

City may reallocate fees between Basic Services and Additional Services in City's sole discretion throughout the course of services.

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 June 30, 2025. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

After June 30, 2025 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 5% for each adjustment. Only one adjustment is allowed per annum.

Consultant understands and agrees that adjustments to rates does not cause an adjustment to the maximum compensation under this Agreement. Consultant shall be required to provide the full services as described in Attachment A in accordance with the Fees established in this Attachment B, regardless of adjustments to rates. The amount shown as Allowance for Adjustments to Basic Hourly Rates (Allowance) in the Cost Proposal Summary Table in Section II. Basic Services is a budget allowance to accommodate adjustments to rates as described above. If adjustments to rates occurs, the Allowance shown in the Cost Proposal Summary Table may be distributed to appropriate current active or future tasks upon mutual agreement by Consultant and City and as documented in writing.

Consultant will bill subconsultants at actual cost plus a maximum allowable markup of 10%. Subconsultant will bill at actual cost for any further tiered subconsultants, subcontractors at cost plus a maximum allowable markup of 10%. In no case shall any pass-through markups billed to City exceed 20% more than the original cost.

Any discrepancy between terms contained herein and Consultant's, or subconsultant(s)', standard rate schedules as referenced on the following pages shall be resolved in favor of the above.

Consultant: Kimley-Horn and Associates, Inc:



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$135 - \$165
Analyst II	\$175 - \$205
Professional	\$200 - \$235
Senior Professional I	\$250 - \$325
Senior Professional II	\$345 - \$420
Senior Technical Support	\$120 - \$300
Technical Support	\$105 - \$170
Support Staff	\$90 - \$150

Effective through June 30, 2025

Subject to annual adjustment thereafter

~~Internal Reimbursable Expenses will be charged at 5% of Labor Billings~~

~~External Reimbursable Expenses will be charged at 15% mark up, or per the Contract~~

Sub-Consultants will be billed per the Contract

kimley-horn.com
BR00PUSTD.A.001

10 S. Almaden Blvd, Suite 1250, San Jose, CA 95113

669.800.4130

Subconsultant: LCC Engineering & Surveying, Inc.



PRINCIPALS
 Randolph W. Leptien
 Christine M. Leptien-Parks
 Mariam Munshi Virani

RATE SCHEDULE

FOUNDED 1954
 Guenter K. Leptien
 Frank J. Cronin
 Jasper Cooper

OFFICE & DESIGN PERSONNEL	HOURLY RATE
Technical Assistant 1.....	\$82.00
Technical Assistant 2 Survey	\$97.00
CAD 1 / Office Survey Apprentice	\$124.00
Survey Tech 1 Office	\$102.00
CAD 2	\$169.00
Assistant Civil Engineer.....	\$185.00
Civil Engineer 1/Project Manager.....	\$207.00
Office Surveyor.....	\$207.00
Civil Engineer 2.....	\$243.00
Principal Engineer	\$279.00

FIELD & SURVEY PERSONNEL	
Field Assistant	\$102.00
Survey Tech. 1	\$107.00
Survey Tech. 2.....	\$149.00
Field Representative (Construction).....	\$185.00
Resident Engineer.....	\$207.00
Chief of Party	\$207.00
Principal Surveyor	\$279.00

REIMBURSABLE EXPENSES
 Charges for reproductions, blueprinting, long distance travel costs, outside computer services, rental of special equipment, County base maps, official records, record maps, delivery, express mail and insurance certificates (where client requires to be listed as an additional insured) will be charged at 1.15 times cost. Sub-consultant's services will be charged at 1.10 times cost.

CONDITIONS
 Invoices are mailed at monthly intervals and upon completion of work segments when appropriate.
 Charges for personnel engaged in professional and/or technical work are made for the actual hours directly chargeable to the project. Rates for individuals may vary depending on the service performed. Minimum rate for a two-person survey crew is \$314.00 per hour (4 hour minimum).

In the event of required overtime, the rates charged for office personnel and field personnel will be 1.5 times the hourly rates shown. Work required on Sundays and Holidays for field surveyors will be charged at 2 times the hourly rates shown.

930 Estudillo Street
 Martinez, California
 94553-1620
 (925) 228-4218
 (925) 228-4638 fax
 www.lcc-inc.com

Litigation Services rate is \$486.00/hour.

EFFECTIVE DATE: 07/01/2024

Subcontractor: Discovery Hydrovac



 DISCOVERY HYDROVAC Corporate Office: PO Box 770 Grantsville, UT 84029		2024 CA Hydrovac Rates	
			
Description	Rate		
1 Man Operator Rates:			
Standard Project Hourly Rate	\$		315.00
Standard Project Overtime & Saturdays	\$		365.00
Standard Project Double Time, Sundays & Holiday Rate (Per Union)	\$		400.00
1 Man Operator Night Rates:			
Standard Night 1-Man Hourly Rate	\$		415.00
Standard 1-Man Hourly Rate Overtime & Saturdays	\$		440.00
Standard 1-Man Hourly Rate Double Time, Sundays & Holidays Rate (Per Union)	\$		485.00
1 Man Laborer Rates:			
Standard 1-Man Hourly Rate	\$		115.00
Standard 1-Man Hourly Rate Overtime & Saturdays	\$		130.00
Standard 1-Man Hourly Rate Double Time, Sunday, & Holiday	\$		180.00
Mobilization Rates:			
Standard Mobilization & Demobilization From Closest Staging Area/Hotel (Per Hour) Daily Charge (Per Hour)	\$		315.00
*Not a daily charge Initial Move INTO Project	\$		315.00
*Not a daily charge Final Move OUT OF Project	\$		315.00
Per Diem/Lodging Rates:			
Standard Per Diem - Daily Operator/laborer (Per Person)	\$		60.00
Standard Per Diem - Lodging when required and applicable	\$		250.00
Water Rates:			
Standard Water - At Cost - Local Meter Rate- per load price rate listed	\$		100.00
Compressor			
	Per Day Rate	\$	150.00
Air Knife Rates			
	Per Hour Rate	\$	325.00
Air knife Package - Filters, Air Tips, Hoses w/ Whips, Clean out per week	\$		500.00
Dump and Roll Off Bins Rates:			
Standard Dump Fees	Location:	Estimated per dump price if haul off, cost plus 15%	\$ -
Standard Dump Fees	Location:	Standard Dump Fee- Direct Haul Cost plus 15%	\$ -
Standard Dump Fees	Location:	if haul off, cost plus 15%	\$ -
		Standard Dump Fee- Roll Off Bins Cost plus 15%	\$ -
		Delivery Of Roll off Bins / Hour Cost plus 15%	\$ -
Remote Hose Rates:			
Remote Hose - 4" hose per foot (25' sections)	\$		87.00
Remote Hose - 6" hose per foot (25' sections)	\$	*anything beyond 25' reach	95.00
Support Truck Rates:			
Support Truck and Trailer - Flat Fee Per Day	\$		230.00
Support Truck Daily Move	\$		110.00
	\$	Support Truck Move INTO Project	110.00
	\$	Support Truck/Move OUT OF Project	110.00
Fuel Surcharge:			
		Fuel Surcharge on Balance	10%
Scope of Work Summary/Operational Terms and Conditions			
Discovery Hydrovac to supply all - Vacuum Excavation, Operator Tools, Equipment, Materials, Labor In Support of Construction / Service Crew Per Union Labor Agreement 4/8 Hour Minimum Will Apply Cancellation - 4 hour minimum will apply if/when driver has left our yard In the event contact is made with hazardous waste/substance in the course of daylighting the owner shall be responsible for any associated with containment, disposal and subsequent costs of decontaminating of the Hydrovac unit and any loss of profit This Estimate is based on time and materials and will be billed accordingly. Dispatch Locations - Newark, CA - Sacramento, CA - Lakeview, Ca - Paradise, Ca			
Business Development Perry Payne Mobile: 916-500-3375 ppayne@discoveryhydrovac.com	Dispatch Direct: 619-709-0461 24 Hour: 888-883-6452 dispatch@discoveryhydrovac.com	Director of Operations Juan Mena Mobile: 619-709-0461 jmena@DiscoveryHydrovac.com	
ACPUC, WOSB, WBENC and WBE Certified Company - Gold Shovel Certified			

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect 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 Contractor'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 Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than

one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

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

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Department of Public Works
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

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

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 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.
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.