

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

PREAMBLE

This agreement ("Amendment No. 1") 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."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California and Kimley-Horn and Associates, Inc.", dated June 24, 2024 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide professional services for a comprehensive citywide transportation safety analysis and the development of a Vision Zero Plan, and the Parties now wish to amend the Agreement to add additional services and increase compensation by \$24,298.80 for a revised total not-to-exceed maximum compensation of \$580,834.80, subject to budget appropriation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 7 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

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 Revised Exhibit B1, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is as specified in Revised Exhibit B1 Section 1, 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.

2. Exhibit A1 of the Agreement, entitled "SCOPE OF SERVICES" is hereby amended as set forth in Addendum #1 to Exhibit A1, attached herein.
3. Exhibit B1 of the Agreement, entitled "SCHEDULE OF FEES" is hereby amended to read as set forth in Revised Exhibit B1, attached herein.
4. Exhibit B2 of the Agreement, entitled "FEES BY TASK" is hereby amended to read as set forth in Revised Exhibit B2, attached herein.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

SIGNATURES ON NEXT PAGE

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 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

JOVAN 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: Mike Colety

Title: Principal

Principal Place of Business Address: 1300 Clay Street, Suite 900
Oakland, CA 94612

Email Address: mike.colety@kimley-horn.com

Telephone: (702) 862-3609

Fax: N/A

"CONTRACTOR"

ADDENDUM #1 TO EXHIBIT A1 – SCOPE OF SERVICES

1. Consultant shall provide the following additional services:

1.1. Task 3.2 Project Promotion/Website

- 1.1.1. Consultant shall create and produce additional 100 project signs for a total of 400 project signs.
- 1.1.2. Consultant will be responsible for installing all 400 project signs on city-owned streetlight poles.
- 1.1.3. Consultant shall create, produce and distribute additional flyers or pamphlets (approximately 320) to the public at pop-up events and community workshops.
- 1.1.4. NEW: Consultant shall conduct local small-scale media campaign such as creating, producing and installing two project banners and 10 bus stop posters. Consultant shall work with VTA to install the posters at bus stops and advertise them for six months.

1.2. Task 3.4: Outreach Events/Pop-Ups

- 1.2.1. Consultant shall purchase and distribute additional Vision Zero promotional/safety items: bike reflectors/lights, zipper/backpack flashing lights, neon wristbands, and mini flashlights.

1.3. Task 3.6: Community Workshops

- 1.3.1. Consultant shall conduct one (1) additional workshop to engage the public and solicit feedback on the project.

1.4. Task 4.1: Existing Conditions Analysis

- 1.4.1. In addition to the scope in existing conditions analysis, consultant shall continue the analysis and monitoring of multi-modal transportation data to document changes in travel patterns and speed data, and assist city in completing any necessary progress reports for the OTS grant.

**REVISED EXHIBIT B1
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Five Hundred Eighty Thousand Eight Hundred Thirty-Four Dollars and Eighty Cents (\$580,834.80)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.
- 1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A1, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.
- 1.3. The compensation to be paid by the City is specified below:

Table B1: Total Compensation

Description	Total
Task 1: Project Management & Administration	\$50,354
Task 2: Benchmarking & Data Review	\$27,092
Task 3: Community Engagement	\$75,387
Task 4: Collision Data Collection & Analysis	\$44,254
Task 5: Countermeasure Toolbox	\$28,949
Task 6: Transportation Equity Assessment	\$22,063
Task 7: Implementation Plan & Program	\$59,159
Task 8: Draft & Final Plan	\$63,235
Other Direct Costs (Including subcontractor: Circlepoint)	\$135,449
TOTAL FOR ALL TASKS AND OTHER DIRECT COSTS	\$505,942
Contingency	\$50,594
ORIGINAL TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	\$556,536
Amendment No. 1	\$24,298.80
REVISED TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	\$580,834.80

- 1.4. In the event, there is a need to move allocated hours from one task to a different task the City and Consultant must agree in writing to this change. This will not change the not-to-exceed maximum compensation of this Agreement.

1.5. See Exhibit B2 for task breakdown by cost and hours.

2. FEES

2.1. All hourly rates are fixed for the Term of the Agreement

2.2. The hourly rates for Consultant's Personnel are listed below in Table B2:

Table B2: Hourly Rates

Title	Hourly Rate
Kimley-Horn and Associates	
Project Manager: Robert Paderna	\$ 288.35
Principal-in-Charge: Mike Colety	\$ 411.80
QC/QA: Frederik Venter	\$ 445.98
QC/QA: Brian Sowers	\$ 388.29
Analyst	\$ 174.38
Professional I	\$ 243.09
Professional II	\$ 264.62
Project Support	\$ 132.39
Senior Professional I	\$ 314.04
Senior Professional II	\$ 366.22
Circlepoint	
Art Director	\$ 191.67
Assistant/Coordinator	\$ 105.00
Associate	\$ 129.56
Project Manager	\$ 178.35
Senior Associate	\$ 150.00
Senior Principal	\$ 305.28
Senior Project Manager	\$ 225.63
Senior Web/Graphics	\$ 164.96
Web/Graphics	\$ 143.99

3. INVOICING REQUIREMENTS

3.1. Consultant shall invoice the City on a monthly basis for the percentage of services completed for each task by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 3.3 below.

3.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

3.3. Invoices shall include, at a minimum, the following:

3.3.1. Identify the task services were provided for;

3.3.2. Description of work performed;

3.3.3. Deliverables completed;

- 3.3.4. Amount for services provided by task with a detailed breakout of all costs incurred and supporting documentation, including direct labor, indirect costs, other direct costs, travel, etc.; and
- 3.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

4. OPTIONAL TASKS

- 4.1. The following optional tasks are available from Consultant at the City's discretion for the following fee:

OPTION	DESCRIPTION	HOURS	Total
O – 2.2	Continue 6-month collaboration with the Vision Zero task Force and report back Vision Zero monitoring and evaluation		\$6,418
	Project Manager: Robert Paderna	15	
	Analyst	12	
O – 2.4	Obtain “Big Data” for citywide travel data including bicycle, pedestrian and vehicle trips and speed.		\$7,588
	Professional I	14	
	Analyst	24	
O – 2.4	Conduct site visit(s) of up to three corridors with frequent collisions.		\$6,896
	Project Manager: Robert Paderna	10	
	Senior Professional II	10	
	Analyst	5	
O – 3.2	Conduct local small-scale media campaign such as banners at schools and bus stop advertisements.		\$9,948
	Project Manager: Robert Paderna	2	
	Senior Professional II	8	
	Professional I	10	
	Analyst	23	
O – 5.1	Emergency Response Data Collection and Strategy		\$3,923
	Project Manager: Robert Paderna	2	
	Senior Professional I	2	
	Professional II	5	
	Analyst	8	

**REVISED EXHIBIT B2
FEES BY TASK**

1. AMENDMENT NO. 1

1.1. The following additional services shall be provided by Consultant at the specified fee:

Task Number	Activity	Unit/Cost Rate	Units	Total Cost
3.2	Additional 100 Project Signs	\$ 23.82	100	\$ 2,382.00
	Sign/Poster Production	\$ 16.00	20	\$ 320.00
	Sign/Poster Installation	\$ 200.00	20	\$ 4,000.00
	Producing and Installing 2 Project Banners	\$ 73.81	2	\$ 147.62
	Bus Stop Poster Production	\$ 18.72	10	\$ 187.20
	Bus Stop Poster Advertisement	\$ 125.00	6	\$ 750.00
	Additional Flyers/Pamphlets	\$ 0.48	323	\$ 155.04
TOTAL COST FOR TASK 3.4 ADDITIONAL SERVICES				\$ 7,941.86
3.4	Additional Promotional/Safety Items One Time Setup Fee	\$ 400.00	1	\$ 400.00
	Bike Reflectors/Lights	\$ 4.57	550	\$ 2,513.50
	Zipper/Backpack Flashing Lights	\$ 3.19	540	\$ 1,722.60
	Neon Wristbands	\$ 1.03	540	\$ 556.20
	Mini Flashlights	\$ 3.28	500	\$ 1,640.00
TOTAL COST FOR TASK 3.4 ADDITIONAL SERVICES				\$ 6,832.30
3.6	Additional 1 Community Workshop	\$ 4,500.00	1	\$ 4,500.00
TOTAL COST FOR TASK 3.6 ADDITIONAL SERVICES				\$ 4,500.00
4.1	Multi-modal Transportation Data Analysis	\$ 314.04	16	\$ 5,024.64
TOTAL COST FOR TASK 4.1 ADDITIONAL SERVICES				\$ 5,024.64
TOTAL FOR ADDITIONAL SERVICES				\$ 24,298.80

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
1	Project Management & Administration			
1.1	Project Kick-Off Meeting			\$3,357
	Project Manager: Robert Paderna	3	\$288.35	\$865
	Principal-in-Charge: Mike Colety	3	\$411.80	\$1,235
	Senior Professional I	4	\$314.04	\$1,256
1.2	Bi-weekly Project Updates			\$21,378
	Project Manager: Robert Paderna	48	\$288.35	\$13,841

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
	Senior Professional I	24	\$314.04	\$7,537
1.3	File and Data Sharing			\$1,326
	Senior Professional I	2	\$314.04	\$628
	Analyst	4	\$174.38	\$698
1.4	Progress Reporting			\$8,141
	Project Manager: Robert Paderna	24	\$288.35	\$6,920
	Analyst	7	\$174.38	\$1,221
1.5	Project Management			\$16,153
	Project Manager: Robert Paderna	45	\$288.35	\$12,976
	Project Support	24	\$132.39	\$3,177
TOTAL FOR TASK 1		188		\$50,354
2	Benchmarking & Data Review			
2.1	Programs, Policy, and Planning Benchmarking			\$10,837
	Project Manager: Robert Paderna	10	\$288.35	\$2,884
	Senior Professional I	12	\$314.04	\$3,768
	Analyst	24	\$174.38	\$4,185
2.2	Vision Zero Task Force			\$3,810
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	Senior Professional I	4	\$314.04	\$1,256
2.3	Data Collection and Review			\$12,445
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Senior Professional I	12	\$314.04	\$3,768
	Professional II	6	\$264.62	\$1,588
	Professional I	12	\$243.09	\$2,917
	Analyst	14	\$174.38	\$2,441
TOTAL FOR TASK 2		108		\$27,092
3	Community Engagement			
3.1	Community Engagement Plan & Schedule Development			\$3,351
	Project Manager: Robert Paderna	4	\$288.35	\$1,153
	Senior Professional II	6	\$366.22	\$2,197
3.2	Project Promotion/Website			\$16,030
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Senior Professional II	20	\$366.22	\$7,324
	Analyst	40	\$174.38	\$6,975
3.3	Community Surveys (up to 4 surveys)			\$5,967
	Project Manager: Robert Paderna	4	\$288.35	\$1,153
	Senior Professional II	4	\$366.22	\$1,465
	Senior Professional I	4	\$314.04	\$1,256
	Analyst	12	\$174.38	\$2,093

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
3.4	Outreach Events/pop-Ups (up to 5 events/up to 5 pop-ups for a total of 10)			\$4,360
	Analyst	25	\$174.38	\$4,360
3.5	Vision Zero Task Force Meetings (up to 3 meetings)			\$15,309
	Project Manager: Robert Paderna	12	\$288.35	\$3,460
	Principal-in-Charge: Mike Colety	12	\$411.80	\$4,942
	Senior Professional I	12	\$314.04	\$3,768
	Analyst	18	\$174.38	\$3,139
3.6	Community Workshops (2 virtual, 2 in-person)			\$13,884
	Project Manager: Robert Paderna	8	\$288.35	\$2,307
	Senior Professional II	8	\$366.22	\$2,930
	Senior Professional I	8	\$314.04	\$2,512
	Analyst	20	\$174.38	\$3,488
	Project Support	20	\$132.39	\$2,648
3.7	Bicycle and Pedestrian Advisory Committee (BPAC) Meetings			\$8,783
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Principal-in-Charge: Mike Colety	4	\$411.80	\$1,647
	Senior Professional II	10	\$366.22	\$3,662
	Analyst	10	\$174.38	\$1,744
3.8	Commission Meetings (Up to 4)			\$2,884
	Project Manager: Robert Paderna	10	\$288.35	\$2,884
3.9	City Council Meetings (Up to 2)			\$4,819
	Project Manager: Robert Paderna	8	\$288.35	\$2,307
	Senior Professional I	8	\$314.04	\$2,512
TOTAL FOR TASK 3		299		\$75,386
4	Collision Data Collection and Analysis			
4.1	Existing Conditions Analysis			\$23,910
	Project Manager: Robert Paderna	2	\$288.35	\$577
	Professional II	20	\$264.62	\$5,292
	Professional I	24	\$243.09	\$5,834
	Analyst	70	\$174.38	\$12,207
4.2	High Injury Network (HIN) Maps			\$8,182
	Project Manager: Robert Paderna	4	\$288.35	\$1,153
	Senior Professional I	4	\$314.04	\$1,256
	Professional II	6	\$264.62	\$1,588
	Analyst	24	\$174.38	\$4,185
4.3	Develop Collision Profiles			\$12,162
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Senior Professional I	12	\$314.04	\$3,768

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
	Professional II	12	\$264.62	\$3,175
	Analyst	20	\$174.38	\$3,488
TOTAL FOR TASK 4		204		\$44,254
5	Countermeasure Toolbox			
5.1	Develop Countermeasure Toolbox			\$28,949
	Project Manager: Robert Paderna	14	\$288.35	\$4,037
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	QC/QA: Brian Sowers	4	\$388.29	\$1,553
	Senior Professional I	20	\$314.04	\$6,281
	Professional II	15	\$264.62	\$3,969
	Professional I	16	\$243.09	\$3,889
	Analyst	36	\$174.38	\$6,278
	Project Support	16	\$132.39	\$2,118
TOTAL FOR TASK 5		123		\$28,949
6	Transportation Equity Assessment			
6.1	Transportation Equity Assessment			\$22,063
	Project Manager: Robert Paderna	8	\$288.35	\$2,307
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	QC/QA: Frederik Venter	4	\$445.98	\$1,784
	Senior Professional I	8	\$314.04	\$2,512
	Professional II	24	\$264.62	\$6,351
	Professional I	14	\$243.09	\$3,403
	Analyst	28	\$174.38	\$4,883
TOTAL FOR TASK 6		88		\$22,063
7	Implementation Plan & Programs			
7.1	Develop Priority Projects and Programs			\$31,549
	Project Manager: Robert Paderna	8	\$288.35	\$2,307
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	Senior Professional II	4	\$366.22	\$1,465
	Senior Professional I	24	\$314.04	\$7,537
	Professional II	30	\$264.62	\$7,939
	Professional I	30	\$243.09	\$7,293
	Analyst	24	\$174.38	\$4,185
7.2	Develop Implementation Plan and Program			\$18,070
	Project Manager: Robert Paderna	8	\$288.35	\$2,307
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	Senior Professional I	20	\$314.04	\$6,281
	Professional II	9	\$264.62	\$2,382
	Analyst	36	\$174.38	\$6,278

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
7.3	Develop Evaluation Plan			\$9,540
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	Senior Professional II	2	\$366.22	\$732
	Senior Professional I	9	\$314.04	\$2,826
	Professional II	9	\$264.62	\$2,382
	Analyst	6	\$174.38	\$1,046
TOTAL FOR TASK 7		231		\$59,159
8	Draft and Final Plan			
8.1	Vision Zero Plan Draft Report			\$40,376
	Project Manager: Robert Paderna	20	\$288.35	\$5,767
	Principal-in-Charge: Mike Colety	4	\$411.80	\$1,647
	QC/QA: Frederik Venter	4	\$445.98	\$1,784
	QC/QA: Brian Sowers	4	\$388.29	\$1,553
	Senior Professional II	18	\$366.22	\$6,592
	Senior Professional I	30	\$314.04	\$9,421
	Professional II	10	\$264.62	\$2,646
	Professional I	20	\$243.09	\$4,862
	Analyst	35	\$174.38	\$6,103
8.2	Vision Zero Plan Final Report			\$19,334
	Project Manager: Robert Paderna	13	\$288.35	\$3,749
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	QC/QA: Frederik Venter	2	\$445.98	\$892
	QC/QA: Brian Sowers	2	\$388.29	\$777
	Senior Professional II	6	\$366.22	\$2,197
	Senior Professional I	20	\$314.04	\$6,281
	Professional II	6	\$264.62	\$1,588
	Professional I	6	\$243.09	\$1,459
	Analyst	9	\$174.38	\$1,569
8.3	Executive Summary/Fact Sheet			\$3,524
	Project Manager: Robert Paderna	2	\$288.35	\$577
	QC/QA: Frederik Venter	2	\$445.98	\$892
	Professional I	2	\$243.09	\$486
	Analyst	9	\$174.38	\$1,569
TOTAL FOR TASK 8		226		\$63,235
TOTAL FOR ALL TASKS		1,467		\$370,493
Other Direct Costs				
Outreach Materials				\$7,000
Purchase and Distribution of Vision Zero Promotional/Safety Items				\$5,000

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
	Additional Supplemental Traffic Counts			\$5,000
	Circlepoint (Task 3)			\$118,449
	TOTAL FOR OTHER DIRECT COSTS			\$135,449