

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.**

**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, (Consultant). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A1, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Consultant 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 Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A1 – Scope of Services

Exhibit A2 – Project Images

Exhibit A3 – Milestones and Deadlines

Exhibit B1 – Schedule of Fees

Exhibit B2 – Fees by Task

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E - Title VI Assurances

Exhibit F – Notice of Exercise of Option to Extend Agreement Form

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**

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on September 25, 2024 and terminate on September 30, 2026.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year terms through September 30, 2030 (“Option Period”), subject to budget appropriation. See Exhibit F for Notice of Exercise of Option to Extend Agreement Form.

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

Consultant shall perform those Services specified in Exhibits A1 within the time stated in Exhibit A3. 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, adverse weather, or acts of the City, third parties, or governmental agencies.

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

#### **4. WARRANTY**

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

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

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

#### **6. COMPENSATION AND PAYMENT**

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B1, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is specified in Section 1 of Exhibit B1, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

#### **7. TERMINATION**

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

- D. The Consultant shall have the right to terminate this agreement upon ten days written notice to the City upon breach by City of its material obligations by the City under this Agreement. In the event of termination, the Consultant shall be paid for all services performed up to the effective date of the termination.

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

Consultant 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 Consultant is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

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

## **10. INDEPENDENT CONSULTANT**

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

## **11. CONFIDENTIALITY OF MATERIAL**

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

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests,

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

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

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

### **14. HOLD HARMLESS/INDEMNIFICATION**

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, 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, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

## 16. WAIVER

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

## 17. NOTICES

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

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

And to Consultant addressed as follows:

Kimley-Horn and Associates, Inc.  
Attn: Adam Dankberg  
10 S. Almaden Blvd  
Suite 1250  
San Jose, CA 95113  
and by e-mail at [adam.dankberg@kimley-horn.com](mailto:adam.dankberg@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

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

**19. CONFLICTS OF INTEREST**

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

**20. FAIR EMPLOYMENT**

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

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

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

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

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

"CONSULTANT"



## **EXHIBIT A1 SCOPE OF SERVICES**

The following Scope of Services defines the services and responsibilities of Consultant and City for professional and engineering services for bicycle facility planning services for Phase 1 of the De La Cruz, Lick Mill, Scott Boulevards Bicycle Improvement Project (Project).

The Scope of Services, including Exhibit A1 and Consultant's proposal response dated June 27, 2024 and BAFO response dated August 2, 2024 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

### **1. GENERAL INFORMATION**

- 1.1.** Consultant will provide professional and engineering services for bicycle facility planning, and design for Phase 1 of the De La Cruz, Lick Mill, Scott Boulevards Bicycle Improvement Project (Project). Phase 1 of the project generally involves preparation of Traffic Analyses, Design Concepts, and Public Outreach.
- 1.2.** The Scope of Work includes bicycle facility planning and design for the construction of multiple corridors throughout the City in alignment with the City's Bicycle Master Plan. Based on results of studies performed by the Consultant through the services, bicycle facilities are planned to be implemented through roadway space reallocation (lane width modification), roadway reconfiguration (lane removal), and/or parking removal. The Project corridors include the following three locations (refer to Exhibit A2, Corridor Images):
  - 1.2.1.** Project Location 1 includes De La Cruz Boulevard between Montague Expressway and W. Trimble Road
  - 1.2.2.** Project Location 2 includes Lick Mill Boulevard between Tasman Drive and Montague Expressway
  - 1.2.3.** Project Location 3 includes Scott Boulevard between Arques Avenue (City Border) and Saratoga Avenue

1.3. Details for each Project location are in Table A1 below:

**Table A1: Project Corridor Table**

Project Corridor				Study		
Roadway	From	To	Bike Facility Type	Road Reallocation	Lane Removal	Parking Removal
<b>Project Location 1</b>						
De La Cruz Blvd	Montague Expwy	Montague Park	Class II or IIB	X	X	X
De La Cruz Blvd	Montague Park	W. Trimble Rd	Class II, IIB, or IV	X	X	X
<b>Project Location 2</b>						
Lick Mill Blvd	Tasman Dr	Laird Circle (S)	Class IIB or IV		X	X
Lick Mill Blvd	Laird Circle (S)	Montague Expwy	Class IIB or IV		X	X
<b>Project Location 3</b>						
Scott Blvd	Arques Ave (City Border)	Central Expwy	Class IIB	X		
Scott Blvd	Central Expwy	Martin Ave	Class IIB	X	X	
Scott Blvd	Martin Ave	Monroe St	Class II or IIB	X	X	
Scott Blvd	Monroe St	Homestead Rd	Class II or IIB	X	X	X
Scott Blvd	Homestead Rd	Saratoga Ave	Class II or IIB	X	X	X

1.4. Services shall be provided for Phase 1: Planning Phase (Studies)

**1.5. City Assumptions**

Consultant shall consider the City's following assumptions when reviewing the Scope of Services and preparing proposal:

1.5.1. The City's intent for the construction of Project is primarily signing and striping improvements within existing city ROW.

1.5.2. The City does not anticipate significant traffic signal modifications, pedestrian improvements (e.g. curb ramps or bulb-outs), median island

modifications, or other intersection upgrades under this Project. If it is necessary to align construction costs with funding availability, striping may transition and change as necessary at intersections.

- 1.5.3. It is anticipated that the street pavement will require a preparatory slurry seal prior to placement of striping, and significant pavement rehabilitation is not expected for the Project.
- 1.5.4. Should a Preferred Alternative include Class IV facilities with physical separation, the physical separations should be assumed to be Class 1 flexible delineators and not concrete hardscape.
- 1.5.5. It is assumed that required design information for roadway geometry under Phase 1 can be obtained by Consultant through record research and site visits; topographical surveying or aerial photogrammetry are not anticipated to be required for the Project.
- 1.5.6. It is assumed that all three (3) Project Locations identified in Table 1 would be administered under one (1) construction contract.
- 1.5.7. The Project deadlines must be met to comply with the Federal Earmark funding requirements. See Exhibit A3 for Project deadlines and milestones. **The Federal Earmark Funding construction funding obligation deadline (Caltrans E-76 approval) is September 30, 2025.**

**2. PROJECT TASKS FOR PHASE 1: PLANNING PHASE (STUDIES)**

**2.1. Phase 1: Task 1: Project Management** - Refer to the table below for tasks and deliverables for Phase 1: Task 1 Consultant will be responsible for.

Task #	Task Description	Task Activities
<b>1</b>		<b>Project Management</b>
1.1	Project Kick-Off Meeting	Upon receipt of a written "Authorization to Proceed" from the City, Consultant shall hold a kick-off meeting with City staff to review Project scope, schedule, and critical path with the City staff.

Task #	Task Description	Task Activities
1.2	Project Management	Consultant shall conduct bi-weekly Project meetings. The duration of Phase 1 is assumed to be six months. Therefore, up to 12 bi-weekly 30-minute meetings are assumed. Two additional months, and four (4) bi-weekly 30-minute meetings, are also assumed for outreach coordination during the Phase 2 design. Consultant will document call notes, actions items and key decisions in a SharePoint-based project tracker. Monthly progress reports and invoices shall be sent by the Consultant to the City Project Manager. Invoices shall be divided by Project location and task. The duration of this Task is from Notice to Proceed until the completion of the Phase 1 Planning Study.
<b>Task 1 Deliverables</b>		
1.1	Meeting agenda and minutes	
1.2	Biweekly meeting minutes and action items, and monthly progress reports, and invoice	

**2.2. Phase 1: Task 2: Outreach Strategy And Implementation** - Refer to the table below for tasks and deliverables for Phase 1: Task 2 Consultant will be responsible for.

*Note: All surveys, events, and meetings shall be publicly noticed by Consultant. All public notices shall be provided in English, Chinese, and Spanish – the three primary languages spoken at home in Santa Clara. Translation shall be provided by Consultant. Translators and sign language interpreters shall be available at events and meetings if requested by City based on public request(s), to be arranged by Consultant. Up to \$7,500 of translation and interpretation services are included in this scope of services, which is anticipated to be sufficient for translation of public notices and meeting materials as well as interpretation at limited events upon request. Translation and interpretation cost beyond the allocated amount would require additional budget. All public notices shall be sent three weeks prior to the date of meeting, event, etc.*

Task #	Task Description	Task Activities
<b>2</b>		<b>Outreach and Strategy Implementation</b>
2.1	Project Promotion	<p>Consultant shall:</p> <p>(a) Create content to be placed on a Project website that will be hosted by the City to promote outreach and education materials, document meetings, announce public events, and provide a forum for the public to submit comments. Consult will create a communications toolkit for meeting notification that will include social media content. City will be responsible for posting and dissemination of content.</p> <p>(b) Create and monitor a Project phone number and email address for the public to submit voicemail and/or email comments. A Project phone number will ensure members of the public who do not have a smart phone, computer, or internet access have a method for providing comments.</p> <p>(c) Create and produce up to ten (10) roadway signs with Project information to be placed along each Project corridor on street pole lights. The signs must be 24-inch x 24-inch printed on corrugated plastic or engineer grade reflective vinyl coated with 1160 graffiti film and applied to 0.080-inch aluminum. Sign material to be determined in consultation with City staff. Signs shall be constructed without sharp edges.</p> <p>(d) Public-facing project promotion materials will be translated into Chinese and Spanish.</p>
2.2	Community Surveys	<p>Consultant shall create up to one (1) online community survey to obtain additional public input. The survey shall be used in addition to the website, phone number, and community outreach events and shall align with the community meetings. Survey will be translated into Spanish and Chinese. The results of community surveys shall be summarized and analyzed.</p>

Task #	Task Description	Task Activities
2.3	Outreach Events	<p>Consultant shall conduct outreach of up to three (3) public events and/or pop-up events (i.e. farmer's market, Earl R. Carmichael Park, and Art &amp; Wine festival), in order to inform the community about the Project and solicit feedback from the community about the conceptual design alternatives. Consultant shall take photographs of public interaction during the events. It is assumed that the outreach events will occur in Outreach round 1. One event may be substituted with a City Council Study Session at the City's discretion.</p> <p>Note that the City Council Study Session is separate from the City Council Adoption Meeting (Task 2.7).</p>
2.4	Community Meetings	<p>(a) Consultant shall conduct one (1) round of separate community meetings for each of the three (3) Project corridor locations (three (3)) total community meetings) to engage the public, solicit feedback, and report back to City staff and council on the community's priorities. The Consultant shall collaborate with and recommend to City specific outreach techniques to notice the meetings to maximize public participation and hear the community's voice. Implementation of noticing shall be collaborative between Consultant and City based upon Consultant's recommended techniques and as described herein this Scope of Services. The community meetings will either be in person, virtual, or hybrid.</p> <p>(b) Community Meeting #1: Consultant shall present results of traffic and parking analyses, prepared under separate tasks, to obtain public input and identify a preferred concept/alternative. The public will be asked to select their preferred alternative based on the findings of the analyses.</p> <p>(c) Consultant shall prepare and provide all of the materials necessary to conduct a public meeting either in person such as poster boards or virtual such as a PowerPoint presentation, consistent with City-provided branding themes.</p> <p>(d) Consultant shall assist City staff to advertise each meeting by preparing a writeup to be submitted to the City's Communications Department for release through the City of Santa Clara website, City Manager blog, and social media channels such as Facebook, Twitter, and Next Door.</p> <p>(e) Consultant shall develop and provide postcards/mailers</p>

Task #	Task Description	Task Activities
		to be distributed to every address within a half-mile of the study corridor to promote participation at each meeting. Up to 14,000 postcards/mailers for all three Project locations should be assumed for the one round of community meetings. Consultant shall assume up to two (2) rounds of review and revision of the postcards/mailers as part of City's review prior to distribution. City is assumed to provide the list of addresses for Consultant use.
2.5	Bicycle and Pedestrian Advisory Committee (BPAC) Meetings	<p>(a) Consultant shall meet with the City's BPAC to gather input and feedback at two (2) BPAC meetings. The BPAC meetings are anticipated to be hybrid, and Consultant shall assume in-person attendance.</p> <p>(b) The anticipated purpose of the meetings is described below:</p> <ul style="list-style-type: none"> <li>• Meeting #1: Consultant shall present data collection efforts and obtain input on draft concept designs/alternatives.</li> <li>• Meeting #2: Consultant shall present results of traffic and parking analyses and the BPAC shall be asked to select their preferred alternative based on the findings of the analysis, prior to City Council adoption and approval.</li> </ul> <p>(c) Consultant shall prepare and provide a PowerPoint presentation for each BPAC meeting, consistent with City-provided branding themes. City shall be responsible for preparation of any agenda reports for BPAC meeting, and Consultant shall provide informational support as-needed for agenda reports.</p>
2.6	City Commission Meetings	<p>(a) Consultant shall meet with the City's Parks and Recreation, Youth, and Senior Advisory Commissions to gather input and feedback. The meetings are anticipated to be in-person, and Consultant shall assume in-person attendance. Assume one meeting per Commission (three total meetings).</p> <p>(b) The purpose of the meeting is to inform each commission about the Projects and present and obtain input on draft concept designs/alternatives. Consultant shall provide meeting materials including presentations and exhibits, as needed. It is assumed that the presentation will repurpose content shared with the community and BPAC. City shall be responsible for preparation of any agenda-reports for commission meetings, and Consultant shall provide informational support as-needed for agenda reports.</p>

Task #	Task Description	Task Activities
2.7	City Council Adoption	<p>(a) Consultant shall assist City staff with presenting the Project Report at a City Council meeting for adoption.</p> <p>(b) The presentation to Council is assumed to be performed by City staff, and Consultant shall provide all of the materials necessary for City staff to present at the Council meeting, including a PowerPoint. Consultant shall be expected to attend the Council meeting in-person to support City staff and provide answers to Council questions. The Council meeting is expected to occur after normal working hours starting at 7 p.m. and ending at an undetermined time.</p> <p>(c) Consultant shall assist City staff to advertise the meeting by preparing a writeup to be submitted to the City's Communications Department for release through City of Santa Clara website, City Manager blog, and all of the social media channels such as Facebook, Twitter, and Next Door.</p>
2.8	Outreach During Design	<p>It is Consultant's recommendation to conduct one round of outreach activities during the development of design in Phase 2. While Phase 1 will develop and share concepts with the public, it will be beneficial to return to the public with preliminary design concepts. The objective would be to communicate how previous input during Phase I has helped to inform the design elements. Activities similar to Phase I would be performed, including the development and distribution of public notifications (postcards for up to 14,000 recipients in Translation), pop up events (2) and up to three community meetings to solicit public input on the project design elements, with Spanish and Chinese interpretation, if needed. Phase 1 materials would be updated, the project hotline and email address would continue to be monitored.</p>
<b>Phase 1: Task 2 Deliverables</b>		
2.1	Project website, promotion materials (to be provided each round, deliverable A.1/A.2)	
2.2	Online survey results and analysis (to be included in Deliverable C.1)	
2.3	Outreach materials and photos. PowerPoint presentation and draft staff report for City Council study session, if directed by City. (Deliverable B.1)	



Task #	Task Description	Task Activities
2.4	Meeting agenda, materials, photos, minutes/notes, and action items Draft Working Paper #1: Summary of Community Meeting #1 (Deliverable C.1) Final Working Paper #1: Summary of Community Meeting #1 (Deliverable C.1)	
2.5	BPAC PowerPoint presentations (Deliverable B.3/B.4) Draft Summary of BPAC Meeting #1 Final Summary of BPAC Meeting #1 Draft Summary of BPAC Meeting #2 Final Summary of BPAC Meeting #2 (all to be included in Project Report Memo, Deliverable J)	
2.6	PowerPoint presentations (Deliverable B.5) Draft Summary of Commission Meetings (to be included in Project Report memo, Deliverable J) Final Summary of Commission Meetings (to be included in Project Report memo, Deliverable J)	
2.7	PowerPoint presentation, draft staff report (Deliverable B.6)	
2.8	Outreach during Phase 2, including promotion materials, outreach materials, event participation, and an outreach summary.	

**2.3. Phase 1: Task 3: Data Collection** - Refer to the table below for tasks and deliverables for Phase 1: Task 3 Consultant will be responsible for.

Task #	Task Description	Task Activities
<b>3</b>		<b>Data Collection</b>
3.1	Information Gathering and Identifying Existing Conditions	(a) Consultant shall collect from City and review previous studies and plans completed within one half mile of the Project corridors. These shall include traffic impact analysis reports studying intersections along the corridor.  (b) Consultant shall conduct a site visit of the corridor to observe existing operations. Site visits may include Consultant, City staff, and selected stakeholders. Observations may include: <ul style="list-style-type: none"> <li>- Left turn vehicle queuing issues</li> <li>- Bicycle facilities and bicycling experience</li> <li>- Pedestrian crossings and right turn vehicle</li> </ul>

Task #	Task Description	Task Activities
		<p>interaction</p> <ul style="list-style-type: none"> <li>- School access and circulation</li> <li>- Vehicle speeds</li> </ul> <p>(c) Consultant shall gather background data that shall include the following:</p> <ul style="list-style-type: none"> <li>- City staff shall provide the Consultant with recently collected vehicle, bicycle, and pedestrian counts during the following times: <ul style="list-style-type: none"> <li>• Weekday: AM (7AM-9AM) and PM (4PM-6PM)</li> </ul> </li> </ul> <p>AM and PM peak hour intersection turning movement counts will be provided by the city. Collecting new turning movement counts will not be required as part of the Project.</p> <ul style="list-style-type: none"> <li>- Develop a final list of study intersections in consultation with City staff. It is assumed that approximately 45-50 intersections shall be included in the analysis total for all three (3) study corridors combined.</li> <li>- At roadway segments between signalized intersections along the Project corridors, Consultant shall use Replica to approximate Average Daily Traffic counts.</li> <li>- At a minimum of one location per half-mile throughout the Project corridor, Consultant shall use INRIX to obtain 85<sup>th</sup> percentile bidirectional vehicle speeds.</li> <li>- Consultant shall use INRIX to obtain travel times along the existing corridor and estimate travel times with the reduction of travel lanes. Data shall correspond with the same time periods as the intersection count data collection.</li> </ul> <p>(d) Collision: City staff shall provide the Consultant with Crossroads collision data for study corridors and parallel roadways for the past six (6) years. Consultant shall create public facing maps showing locations along the Project corridor broken down by collision type (vehicle, bicycle, pedestrian). This collision data and maps shall be used to identify locations for bicycling improvements</p>

Task #	Task Description	Task Activities
		<p>and support and inform design elements within the concepts/alternatives.</p> <p>(e) Parking: For Project corridors with on-street parking, Consultant shall collect parking inventory and occupancy data for four days (Tuesday through Thursday and Saturday) on both sides of the street where on-street parking is available during the 7AM-7PM and 11PM-2AM time periods. During these periods, parking counts shall be collected every half hour for every block along the corridor and 500 feet of each cross street. Consultant shall create public facing maps showing parking occupancy along the Project corridor. The maps must be created for two specific time periods (i.e. Midday and overnight).</p>
3.2	Identify Re-routed Traffic Volumes for Road Diet Locations	Consultant shall use the City's Traffic Model, to be provided by City, to determine intersection traffic volumes under a scenario with loss of travel lanes (road diet) for weekday AM and PM peaks. The methodology must demonstrate how vehicles may be diverted from the corridor.
<b>Phase 1: Task 3 Deliverables</b>		
3.1		<p>Site visit, field notes, and photos (to be included in Deliverable D)</p> <p>Data Collection (Speed, Travel Time, and Parking Occupancy Data)</p> <p>Draft Summary PowerPoint Presentation: Existing Conditions, Collision Data, and Parking Study Results (Deliverable D)</p> <p>Final Summary PowerPoint Presentation: Existing Conditions, Collision Data, and Parking Study Results</p> <p>Maps of Existing Collision Data (to be included in Deliverable D)</p> <p>Maps of Existing Parking Data (to be included in Deliverable D)</p>
3.2		Road Diet Volume Forecasts – Weekday AM and PM peaks (Deliverable E)

**2.4. Phase 1: Task 4: Concepts/Alternatives** - Refer to the table below for tasks and deliverables for Phase 1: Task 4 Consultant will be responsible for.

Task #	Task Description	Task Activities
4		<b>Concepts/Alternatives</b>
4.1	Project Location 1 (De La Cruz Boulevard)	<p>Consultant shall:</p> <p>(a) Develop up to five (5) total Project concepts/alternatives for the two corridor segments based on the identified bicycle facility listed in the Project corridor table, the recommendations within the City's Bicycle Plan Update 2018, and the Existing Conditions Working Paper. Initial concepts to be provided by City staff and reviewed/refined by Consultant.</p> <p>(b) Prepare graphics such as cross sections, aerials, or birds eye view of the existing condition and the concepts/alternatives for public outreach events and meetings. Graphics will include concepts based on BPAC input. City to provide one round review on graphics.</p> <p>(c) Develop planning level cost estimate ranges for each proposed concept/alternative. Consultant will address one round of City comments on the cost estimate ranges.</p>
	Project Location 2 (Lick Mill Boulevard)	<p>Consultant shall:</p> <p>(a) Develop up to four (4) total Project concepts/alternatives for the two corridor segments based on the identified bicycle facility listed in the Project corridor table, the recommendations within the City's Bicycle Plan Update 2018, and the Existing Conditions Working Paper. Initial concepts to be provided by City staff and reviewed/refined by Consultant.</p> <p>(b) Prepare graphics such as cross sections, aerials, or birds eye view of the existing conditions and the concepts/alternatives for public outreach events and meetings. Graphics will include updated concepts based on BPAC input. City to provide on round of review on graphics.</p> <p>(c) Develop planning level cost estimate ranges for each proposed concept/alternative.</p>

Task #	Task Description	Task Activities
		Consultant will address on round of City comments on the cost estimate ranges.
	Project Location 3 (Scott Boulevard)	<p>Consultant shall:</p> <p>(a) Develop up to nine (9) total Project concepts/alternatives for the five corridor segments based on the identified bicycle facility listed in the Project corridor table, the recommendations within the City's Bicycle Plan Update 2018, and the existing Conditions Working Paper. Initial concepts to be provided by City staff and reviewed/refined by Consultant.</p> <p>(b) Prepare graphics such as cross sections, aerials, or birds eye view of the existing conditions and the concepts/alternatives for public outreach events and meetings. Graphics will include updated concepts based on BPAC input. City to provide one round of review on graphics.</p> <p>(c) Develop planning level cost estimate ranges for each proposed concept/alternative. Consultant will address one round of City comments on the cost estimate ranges.</p>
<b>Phase 1: Task 4 Deliverables</b>		
4.1	<p>Refined Draft Concept/Alternative graphics for each Project Location for BPAC (Deliverable F.1)</p> <p>Revised Draft Concept/Alternative graphics for each Project Location (Deliverable F.2)</p> <p>Final Concept/Alternative graphics for each Project Location (Final Deliverable F.2)</p> <p>Draft planning-level cost estimate ranges (Deliverable F.3)</p> <p>Final planning-level cost estimate ranges (Deliverable F.3)</p>	

**2.5. Phase 1: Task 5: Corridor Analysis** - Refer to the table below for tasks and deliverables for Phase 1: Task 5 Consultant will be responsible for.

Task #	Task Description	Task Activities
5		<b>Corridor Analysis</b>

Task #	Task Description	Task Activities
5.1	Operational Analysis	<p>Road Diet Locations Only:</p> <p>(a) Consultant shall complete analyses for the following scenarios: Existing no Project, and Existing plus Road Diet alternatives.</p> <p>(b) Traffic operations: Consultant will use Vistro to complete a traffic operational analysis using existing signal timings and coordination patterns. Identify the intersection delays, levels of service, and 95th percentile queues at the study locations developed in Task 3.1. Each scenario must include the two (2) time periods, Weekday AM, and PM. - Create public facing maps to identify a level of service at all locations within the study area.</p> <p>(c) Travel times: Estimate corridor travel times using the same software as the traffic operational analysis. Each scenario must include the two (2) time periods, Weekday AM, and PM.</p>
5.2	Other Analyses	<p>(a) Collision: Analyze collision types and calculate the estimated reduction in collisions based on real-world examples of roadway reconfigurations.</p> <p>(b) Parking: Analyze parking impacts and calculate new occupancies by assuming parked vehicles will relocate to adjacent side streets. Create public facing maps showing parking occupancy along the Project corridor. The maps must be created for one specific time periods (i.e. Midday or overnight, whichever is worse case per corridor).</p>
<b>Phase 1: Task 5 Deliverables</b>		
5.1	Draft Working Paper #7: Operational Analysis Results (Deliverable G) Final Working Paper #7: Operational Analysis Results (Deliverable G) Maps of Levels of Service (to be included in Deliverable G)	
5.2	Draft Working Paper #8: Collision Data, and Parking Study Results (Deliverable G) Final Working Paper #8: Collision Data, and Parking Study Results (Deliverable G)  Maps of Parking Data (Minimum of 2) (to be included in Deliverable G)	

**2.6. Phase 1: Task 6: Project Memo Report** - Refer to the table below for tasks and deliverables for Phase 1: Task 6 Consultant will be responsible for.

<b>Task #</b>	<b>Task Description</b>	<b>Task Activities</b>
<b>6</b>	<b>Project Memo Report</b>	
6.1	Draft Project Memo Report	<p>- Based on completion of prior tasks, Consultant shall prepare a Project Memo Report (Report) for City Staff review. Chapters/Components that will be considered for inclusion in the Report shall include the following:</p> <ul style="list-style-type: none"> <li>(a) Introduction and Background,</li> <li>(b) Study Methodology,</li> <li>(c) Existing Conditions,</li> <li>(d) Outreach Process and Results,</li> <li>(e) Concepts/Alternatives,</li> <li>(f) Analyses, and</li> <li>(g) Recommendations and Conclusion, including Identifying the Preferred Alternative(s).</li> </ul> <p>- Based on staff review, the Consultant shall update the draft Project Memo Report.</p>
6.2	Final Project Memo Report	<p>Consultant shall complete the Final Study Memo Report that addresses comments from City Staff. Consultant shall submit to the City an electronic copy of the report in PDF and Word versions as well as two (2) bound hard copies.</p>
<b>Phase 1: Task 6 Deliverables</b>		
6.1	Draft Project Memo Report (Deliverable H)	
	Update Draft Project Memo Report (Deliverable H)	
6.2	Final Project Memo Report (Deliverable H)	

**EXHIBIT A2  
CORRIDOR IMAGES**





## EXHIBIT A3

### DEADLINES AND MILESTONES

Milestone	Date
Phase 1: Planning	
BPAC (2) – Draft Concept Designs	October 28, 2024
Community Survey/Meeting #1	October 2024
BPAC (3) – Traffic/Parking Analysis and Preferred Concept Recommendations	January 27, 2025
Community Survey/Meeting #2	November 2024
Draft Report	December 2024
City Council Study Session	January 2025
Final Draft Report	January 2025
City Council Preferred Alternatives/Report Adoption	February 2025
Final Report	February 2025
Phase 2: Design	
Design Phase Kickoff*	January 2025
E-76 Deadline	September 30, 2025

\*The City highly encourages design phase preparatory work (base mapping, standard provision preparation, and etc.) start before this date to meet project deadlines.

**EXHIBIT B  
SCHEDULE OF FEES**

**1. MAXIMUM COMPENSATION**

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Five Hundred Fifty-Two Thousand Six Hundred Eighty-Five Dollars and Seventy-Nine Cents (\$552,685.79)**, 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**

<b>Description</b>	<b>Total</b>
Task 1: Project Management	\$24,463.30
Task 2: Outreach Strategy and Implementation	\$164,389.30
Task 3: Data Collection	\$38,010.72
Task 4: Concepts/Alternatives	\$87,946.86
Task 5: Corridor Analysis	\$45,878.52
Task 6: Project Memo Report	\$61,125.64
Other Direct Costs (Including subcontractor: Circlepoint)	\$58,782.00
<b>TOTAL FOR ALL TASKS AND OTHER DIRECT COSTS</b>	<b>\$480,596.34</b>
Contingency	\$72,089.45
<b>TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED</b>	<b>\$552,685.79</b>

- 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 and Subconsultant's Personnel are listed below in Table B2:

**Table B2**

<b>Title</b>	<b>Hourly Rate</b>
<b>Kimley-Horn and Associates</b>	
Project Manager - Adam Dankberg	\$ 350.95
QC/QA Manager - John Pulliam	\$ 365.75
Senior Professional I	\$ 263.91
Senior Professional II	\$ 308.72
Senior Professional III	\$ 363.96
Professional I	\$ 212.03
Professional II	\$ 233.49
Analyst II	\$ 183.30
Analyst I	\$ 153.66
Project Support	\$ 156.46

### **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.

**EXHIBIT B2  
FEES BY TASK**

<b>TASK #</b>	<b>DESCRIPTION</b>	<b>BUDGETED HOURS</b>	<b>HOURLY RATE</b>	<b>TOTAL</b>
<b>1</b>	<b>Project Management</b>			
<b>1.1</b>	<b>Project Kick-Off Meeting</b>			<b>\$4,804.58</b>
	Project Manager: Adam Dankberg	4	\$350.95	\$1,403.80
	Senior Professional II	4	\$308.72	\$1,234.88
	Professional II	4	\$233.49	\$933.96
	Project Support	2	\$156.46	\$312.92
	Circlepoint			\$919.02
<b>1.2</b>	<b>Project Management</b>			<b>\$19,658.72</b>
	Project Manager: Adam Dankberg	22	\$350.95	\$7,720.90
	QC/QA Manager - John Pulliam	2	\$365.75	\$731.50
	Senior Professional II	6	\$308.72	\$1,852.32
	Professional II	28	\$233.49	\$6,537.72
	Project Support	18	\$156.46	\$2,816.28
	<b>TOTAL FOR TASK 1</b>	<b>90</b>		<b>\$24,463.30</b>
<b>2</b>	<b>Outreach Strategy and Implementation</b>			
<b>2.1</b>	<b>Project Promotion</b>			<b>\$6,657.76</b>
	Project Manager - Adam Dankberg	3	\$350.95	\$1,052.85
	Professional II	6	\$233.49	\$1,400.94
	Circlepoint			\$4,203.97
<b>2.2</b>	<b>Community Survey</b>			<b>\$4,972.76</b>
	Project Manager - Adam Dankberg	2	\$350.95	\$701.90
	Professional II	6	\$233.49	\$1,400.94
	Circlepoint			\$2,869.92
<b>2.3</b>	<b>Outreach Events</b>			<b>\$24,322.60</b>
	Project Manager - Adam Dankberg	10	\$350.95	\$3,509.50
	Professional II	6	\$233.49	\$1,400.94
	Analyst II	24	\$183.30	\$4,399.20
	Analyst I	12	\$153.66	\$1,843.92
	Circlepoint			\$13,169.04
<b>2.4</b>	<b>Community Meetings</b>			<b>\$46,909.34</b>
	Project Manager - Adam Dankberg	12	\$350.95	\$4,211.40
	Professional II	42	\$233.49	\$9,806.58
	Analyst II	70	\$183.30	\$12,831.00
	Analyst I	28	\$153.66	\$4,302.48
	Circlepoint			\$15,757.88
<b>2.5</b>	<b>Bicycle and Pedestrian Advisory Community (BPAC) Meetings</b>			<b>\$11,497.54</b>
	Project Manager - Adam Dankberg	16	\$350.95	\$5,615.20

	Professional II	10	\$233.49	\$2,334.90
	Analyst II	16	\$183.30	\$2,932.80
	Analyst I	4	\$153.66	\$614.64
<b>2.6</b>	<b>City Commission Meetings</b>			<b>\$4,555.20</b>
	Project Manager - Adam Dankberg	3	\$350.95	\$1,052.85
	Professional II	15	\$233.49	\$3,502.35
<b>2.7</b>	<b>City Council Adoption</b>			<b>\$9,125.94</b>
	Project Manager - Adam Dankberg	8	\$350.95	\$2,807.60
	Professional II	12	\$233.49	\$2,801.88
	Analyst II	6	\$183.30	\$1,099.80
	Analyst I	4	\$153.66	\$614.64
	Circlepoint			\$1,802.02
<b>2.8</b>	<b>Phase 2 Outreach Activities</b>			<b>\$56,348.16</b>
	Project Manager - Adam Dankberg	8	\$350.95	\$2,807.60
	Professional II	24	\$233.49	\$5,603.76
	Analyst II	40	\$183.30	\$7,332.00
	Circlepoint			\$40,604.80
<b>TOTAL FOR TASK 2</b>		<b>387</b>		<b>\$164,389.30</b>
<b>3</b>	<b>Data Collection</b>			
<b>3.1</b>	<b>Information Gathering and Identifying Existing Conditions</b>			<b>\$30,123.34</b>
	Project Manager - Adam Dankberg	6	\$350.95	\$2,105.70
	Senior Professional II	20	\$308.72	\$6,174.40
	Professional II	12	\$233.49	\$2,801.88
	Professional I	12	\$212.03	\$2,544.36
	Analyst II	90	\$183.30	\$16,497.00
<b>3.2</b>	<b>Identify Re-routed Traffic Volumes for Road Diet Locations</b>			<b>\$7,887.38</b>
	Project Manager - Adam Dankberg	2	\$350.95	\$701.90
	Senior Professional II	6	\$308.72	\$1,852.32
	Professional II	4	\$233.49	\$933.96
	Analyst II	24	\$183.30	\$4,399.20
<b>TOTAL FOR TASK 3</b>		<b>176</b>		<b>\$38,010.72</b>
<b>4</b>	<b>Concepts/Alternatives</b>			
<b>4.1</b>	<b>Concepts/Alternatives</b>			<b>\$87,946.86</b>
	<i>Project Location 1 (De La Cruz Boulevard)</i>			<i>\$20,786.47</i>
	Project Manager - Adam Dankberg	4	\$350.95	\$1,403.80
	QC/QA Manager - John Pulliam	2	\$365.75	\$731.50
	Senior Professional II	5	\$308.75	\$1,543.75
	Senior Professional I	10	\$263.91	\$2,639.10
	Professional II	10	\$233.49	\$2,334.90
	Professional I	14	\$212.03	\$2,968.42
	Analyst II	50	\$183.30	\$9,165.00
	<i>Project Location 2 (Lick Mill Boulevard)</i>			<i>\$20,786.47</i>

	Project Manager - Adam Dankberg	4	\$350.95	\$1,403.80
	QC/QA Manager - John Pulliam	2	\$365.75	\$731.50
	Senior Professional II	5	\$308.75	\$1,543.75
	Senior Professional I	10	\$263.91	\$2,639.10
	Professional II	10	\$233.49	\$2,334.90
	Professional I	14	\$212.03	\$2,968.42
	Analyst II	50	\$183.30	\$9,165.00
	<i>Project Location 3 (Scott Boulevard)</i>			\$46,373.92
	Project Manager - Adam Dankberg	10	\$350.95	\$3,509.50
	QC/QA Manager - John Pulliam	4	\$365.75	\$1,463.00
	Senior Professional II	10	\$308.75	\$3,087.50
	Senior Professional I	12	\$263.91	\$3,166.92
	Professional II	20	\$233.49	\$4,669.80
	Professional I	40	\$212.03	\$8,481.20
	Analyst II	120	\$183.30	\$21,996.00
	<b>TOTAL FOR TASK 4</b>	<b>406</b>		<b>\$87,946.86</b>
<b>5</b>	<b>Corridor Analysis</b>			
<b>5.1</b>	<b>Operational Analysis (Road Diet Locations Only)</b>			<b>\$18,908.32</b>
	Project Manager - Adam Dankberg	4	\$350.95	\$1,403.80
	Senior Professional II	12	\$308.72	\$3,704.64
	Professional II	12	\$233.49	\$2,801.88
	Analyst II	60	\$183.30	\$10,998.00
<b>5.2</b>	<b>Other Analysis</b>			<b>\$26,970.20</b>
	Project Manager - Adam Dankberg	4	\$350.95	\$1,403.80
	Senior Professional II	20	\$308.72	\$6,174.40
	Professional II	16	\$233.49	\$3,735.84
	Analyst II	72	\$183.30	\$13,197.60
	Analyst I	16	\$153.66	\$2,458.56
	<b>TOTAL FOR TASK 5</b>	<b>216</b>		<b>\$45,878.52</b>
<b>6</b>	<b>Project Memo Report</b>			
<b>6.1</b>	<b>Draft Project Memo Report</b>			<b>\$45,943.72</b>
	Project Manager - Adam Dankberg	12	\$350.95	\$4,211.40
	QC/QA Manager - John Pulliam	6	\$365.75	\$2,194.50
	Senior Professional II	16	\$308.72	\$4,939.52
	Professional II	40	\$233.49	\$9,339.60
	Analyst II	100	\$183.30	\$18,330.00
	Analyst I	40	\$153.66	\$6,146.40
	Project Support	5	\$156.46	\$782.30
<b>6.2</b>	<b>Draft Project Memo Report</b>			<b>\$15,181.92</b>
	Project Manager - Adam Dankberg	4	\$350.95	\$1,403.80
	QC/QA Manager - John Pulliam	2	\$365.75	\$731.50

	Senior Professional II	8	\$308.72	\$2,469.76
	Professional II	10	\$233.49	\$2,334.90
	Professional I	2	\$212.03	\$424.06
	Analyst II	30	\$183.30	\$5,499.00
	Analyst I	10	\$153.66	\$1,536.60
	Project Support	5	\$156.46	\$782.30
<b>TOTAL FOR TASK 6</b>		<b>290</b>		<b>\$61,125.64</b>
<b>TOTAL FOR ALL TASKS</b>		<b>1,565</b>		<b>\$421,814.34</b>
<b>Other Direct Costs</b>				
Circlepoint Outreach Expenses				\$30,700.00
Parking Counts				\$24,382.00
Mileage				\$700.00
Printing/Outreach Materials				\$3,000.00
<b>TOTAL FOR OTHER DIRECT COSTS</b>				<b>\$58,782.00</b>
Contingency				\$72,089.45
<b>TOTAL NOT-TO-EXCEED MAXIMUM COMPENSATION</b>				<b>\$552,685.79</b>

## EXHIBIT C INSURANCE REQUIREMENTS

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

### A. COMMERCIAL GENERAL LIABILITY INSURANCE

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



B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any 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 Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the 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 Consultant's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

#### F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

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

Consultant 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, Consultant 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 emailed to:

[ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com)

Or mailed to:

EBIX Inc.  
City of Santa Clara Department of Public Works  
P.O. Box 100085 – S2  
Duluth, GA 30096

Telephone number: 951-766-2280  
Fax number: 770-325-0409

I. QUALIFYING INSURERS

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

DRAFT

## **EXHIBIT D LABOR COMPLIANCE ADDENDUM**

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

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

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

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

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

## B. Audit Rights

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

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

C. Enforcement

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

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

**EXHIBIT E  
TITLE VI ASSURANCES**

**APPENDIX A**

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:



- i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX E**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42
- U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

**EXHIBIT F  
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT FORM**

<b>AGREEMENT TITLE:</b>	
<b>CONSULTANT:</b>	
<b>DATE:</b>	

Pursuant to Section \_\_\_ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	<b># of #</b>
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**NEW OPTION TERM**

Begin date:	
End date:	

**CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
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Pursuant to Section \_\_\_ of the Agreement the rates of compensation are hereby adjusted as follows:  
(use attachment if necessary)

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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For the option term exercised by this Notice, City shall pay Consultant an amount not to exceed the amount set forth above for Consultant's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

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

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

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

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