

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CSG CONSULTANTS, INC.
FOR
ANNUAL STREET PAVEMENT MAINTENANCE AND REHABILITATION PROJECTS
(2025-2027 PROJECTS)**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and CSG Consultants, Inc. (CSG), a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." Throughout this Agreement "Contractor" and "Consultant" are used interchangeably and refer to Consultant.

RECITALS

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E –Exercise of Option to Extend Agreement Form (Sample)

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

2.1 Initial Term

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

2.2 Options to Extend

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional terms through December 31, 2029 ("Option Periods"). City shall provide Consultant with written notice of its intention to exercise its option to extend the term of this Agreement. Services under any Option Period shall not commence until City issues a written notice to proceed for the Option Period.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation for the Initial Term of this Agreement is Eight Hundred Five Thousand Three Hundred Seventy Three dollars (\$805,373), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused

to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review,

acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

City of Santa Clara
Attention: Department of Public Works, Engineering Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at engineering@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
and by e-mail at contracts@csgengr.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 9

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

GLEN R. GOOGINS
City Attorney

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"

CSG CONSULTANTS, INC.
a California corporation

Dated: May 29th, 2024
By (Signature): 
Name: Cyrus Kianpour
Title: President
Principal Place of Business Address: 550 Pilgrim Drive
Foster City, CA 94404
Email Address: cyrus@csgengr.com
Telephone: (650) 522-2500
Fax: (650) 522-2599
"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

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

I. GENERAL

Description of Projects and Objective

City desires to engage Consultant to provide engineering design services to prepare bid documents (plans, specifications, and engineer's estimate or PS&E) for public works bidding of pavement maintenance and rehabilitation contracts to support the City's Annual Pavement Maintenance and Rehabilitation Program.

The City's Objective is for Consultant to provide all design professional services necessary to design and implement annual street pavement maintenance and rehabilitation construction as contemplated in the City's Request for Proposals (RFP), the Consultant's response to the RFP (Proposal), and as described herein this Agreement.

This Agreement provides for services for three (3) annual street pavement maintenance and rehabilitation construction contracts as follows:

1. 2025 Annual Street Pavement Maintenance and Rehabilitation Project ("2025 Project"); Initial Term
2. 2026 Annual Street Pavement Maintenance and Rehabilitation Project ("2026 Project"); Option to Extend Agreement
3. 2027 Annual Street Pavement Maintenance and Rehabilitation Project ("2027 Project"); Option to Extend Agreement

Each of the above shall be considered as a separate and distinct project under this Agreement. The projects shall be prosecuted and administered as independent projects and in the following sequence: design for the 2025 Project, then subsequently, design for the 2026 Project, then subsequently, design for the 2027 Project.

The Initial Term of this Agreement is for services for the 2025 Project. Services for subsequent 2026 and 2027 projects are subject to Options to Extend Agreement at the City's sole discretion.

The above referenced projects may be referred to singularly or plurally as "Project" or "project" throughout this Agreement and shall be interpreted as having the same meaning and intent for each or any of the three (3) projects. The projects may be referred to by various titles, and titles are subject to change, all of which shall be considered as meaning the same projects identified above.

Baseline Solution

Representations made in the City's Request for Proposals, the Consultant's proposal dated April 1, 2024, and subsequent negotiations between City and Consultant resulting in this Scope of Services represent the Baseline Solution to meet the Project Objective.

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

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

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

A draft list and map of streets to be maintained and rehabilitated in the 2025 project with presumed pavement treatments was attached to the Request for Proposals and is incorporated into this Agreement by reference. This provides for the presumed locations, construction costs, and pavement treatments for the 2025 project and is based upon information derived from the streetsaver pavement management system. Those documents and information contained therein are considered preliminary and draft.

The final disposition of specific streets and respective pavement treatments to be maintained and rehabilitated in the 2025 project will be further refined and determined through the course of services dependent upon services provided by Consultant. The City reserves the right to add, delete, modify, or change the streets to be designed under the project throughout the course of services based upon City's needs.

The draft list of streets with presumed pavement treatments constituting the Baseline Solution provided in this Scope of Services is a guideline to develop the Scope of Services and Schedule of Fees for the project. The Baseline Solution is further defined as inclusive of all design services for the construction work necessary to fully implement the pavement treatments, inclusive of all ancillary work such as asphalt dig outs, concrete curb ramps, traffic striping, signal loop replacements, utility cover adjustments, and other similar ancillary work customary to a pavement maintenance and rehabilitation project administered by City.

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

Consultant Structure

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

Consultant: CSG Engineers, Inc.

Subconsultant(s) to CSG Engineers, Inc:

- Quiet River Land Services, Inc. Surveying
- Cornerstone Earth Group Pavement Investigations
- To be determined Utility Potholing (Optional Service)

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

Project Schedule

Consultant prepared a project schedule for the 2025 project as part of its proposal, which was subsequently refined by discussions between City and Consultant. The project schedule dated April 18, 2024 is considered the agreed upon baseline project schedule for the purposes of this Agreement, and is incorporated into this Agreement by reference. The dates for milestone tasks as shown in the baseline project schedule shall not be exceeded without prior written approval by City.

Project schedules for subsequent 2026 and 2027 projects are subject to Options to Extend Agreement at the City's sole discretion. Under the City's discretion to extend the term of this Agreement for future year annual street pavement maintenance and rehabilitation projects beyond the 2025 project, City shall request from Consultant and Consultant shall provide to City a project-specific schedule for the requested services for the future project. If the Agreement is extended for the future project(s), the above terms shall apply.

II. RESPONSIBILITIES OF CITY

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

- Record drawings (as-available)
- Information from City's Streetsaver pavement management system
- City's Standard Details, Specifications, Benchmark, and Design Criteria
- Storm Drain (SD), Sanitary Sewer (SS), Electric, Water and Recycled Water Block Book Maps (as-available)
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, City water lines, City electric utilities, and aerial photographic tiles (as-available)
- Payment of permit application fees to agencies for construction permits, if required; City may assign Consultant as the City's agent in applying for and obtaining permits for construction.
- Any permits required for the professional services to be provided by Consultant during the design phase shall be secured and paid by Consultant. Fees for said permits, if required, may be pass-thru reimbursed by City to Consultant without markups through Consultant's invoicing.

III. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes all professional services required to prepare bid documents (plans, specifications, and engineer's estimate or PS&E) for public works bidding of pavement maintenance and rehabilitation contracts to support the City's Pavement Street Maintenance and Rehabilitation Program.

The following tasks shall be completed for each project (e.g. 2025 Project, 2026 Project, and 2027) unless specifically described herein otherwise, or unless specifically described in Exhibit E – Exercise of Option to Extend Agreement Form at the time the Agreement is extended by City, if City extends the term of the Agreement under any Option Period. Services for the 2026 Project and 2027 shall not commence unless and until the Agreement term is extended by City per Exhibit E – Exercise of Option to Extend Agreement.

1. TASK 1: PROJECT MANAGEMENT

Consultant shall:

- 1.1 Manage its employees and subconsultants and overall project activities consistent with the direction from City in order to meet the project schedule and budget.
- 1.2 Coordinate with City, Consultant staff performing services, other consultants or subconsultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project.
- 1.3 Prepare, monitor, and update project schedule in MS Project format beginning at the notice to proceed and ending at award of the construction

contract. Schedule shall show significant milestones for the project. Consultant shall notify City if there are delays in any task of the project. In such cases, Consultant shall make up the schedule in subsequent tasks of the project or provide information to City substantiating and requesting a time extension. The schedule shall be maintained current at all times and shall be updated any time progress or milestones are changed.

- 1.4 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved, except as follows:
 - 1.4.1 A kick-off meeting shall be conducted with designated City staff to review anticipated tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by City or Consultant.
 - 1.4.2 During the course of services while there is active work on the project, Consultant shall schedule and attend brief bi-weekly (every other week) conference calls with City. The purpose of the bi-weekly conference calls will be to keep City apprised on the project's progress and address any issues that may arise during the course of services.
 - 1.4.3 All other meetings, except as identified above, shall be budgeted and invoiced under the task for which the meeting is involved.
- 1.5 Provide progress reports, no less frequent than monthly.
- 1.6 Stakeholder Coordination: Coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the construction documents.
- 1.7 Invoicing and Contract Administration: Consultant administrative staff time spent preparing invoices for services complete shall be considered as included in the overhead of the Consultant's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional services agreement, such as preparing additional services requests or budget modifications, shall also be considered as included in the overhead of the Consultant's basic hourly rates and shall not be billed.
- 1.8 Only the designated Project Manager or approved delegates performing project management duties shall charge time to Task 1 Project Management. Consultant's technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time

spent on those tasks shall be charged to the task and not to project management.

- 1.9 Quality Assurance/Quality Control (QA/QC): Perform a QA/QC process for review of the design, plans, specifications, and cost estimate at each design stage. QA/QC shall be budgeted and invoiced under each respective task requiring QA/QC review and not as Project Management. Documentation from Consultant's QA/QC shall be internal but shall be provided to City upon request.
- 1.10 Task 1 Project Management shall commence with the project written notice to proceed and end upon completion of award of construction contract under Task 5 Bid Support Assistance. Thereafter, services provided consistent with the above provisions shall be budgeted and billed to subsequent tasks, e.g. Task 6 Construction Support or Task 7 Record Drawings and Project Close-Out, whichever may be applicable at the time services are provided.
- 1.11 City Project Management Software: City at the time of this Agreement employs the use of internet-based e-builder project management software. Consultant shall cooperate with City and use the software as directed by City, including submitting invoices via the software.

Deliverables:

1. Project schedule in MS Project format (submitted electronically as pdf file and in native MS Project format), including updates to schedule as-needed.
2. Kick-off meeting and bi-weekly meeting agendas, preparation materials, and minutes for each meeting.
3. Monthly progress reports and invoices (submitted electronically through e-builder).

2. TASK 2: PRELIMINARY ENGINEERING AND EVALUATION

2.1. Data Collection

Consultant shall collect all relevant information as-available from the City or other parties.

Consultant shall collect as-built record drawing, GIS, streetsaver, and block book information for the streets as necessary for subsequent project design. Consultant shall review the information provided by City to verify completeness and identify any missing information that is necessary for design. For information that is required for non-City owned or maintained facilities, Consultant shall contact the appropriate owner to obtain information, as needed.

Consultants shall collaborate with City to identify utility operators in City and the project streets. Consultant, acting as the City's agent, shall prepare a Notice of Intent to Construct (NOI), or similar process at Consultant's discretion, and send it to utility operators in order to gather records for existing utilities for each street. Location map exhibits will be required to be submitted as part of the NOI. Consultant shall provide City a draft copy the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide City all information received from the NOI process. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work. Mapping of utility information gather will be performed under subsequent tasks.

2.2. Pavement Evaluation and Geotechnical Testing

Consultant and its subconsultant, Cornerstone, shall perform pavement investigations using a phased approach, as follows:

- The first phase includes a general pavement survey to observe the type and frequency of distress and to confirm the pavement exploration locations.
- The second phase will include coring the existing asphalt concrete (AC) pavement at various locations identified during the survey.
- The third phase will include performing a non-destructive deflection testing program, if mutually determined by Consultant and City as necessary from the first two phases.
- The above phases will culminate in the preparation of a pavement investigation report.

2.2.1. General Pavement Surveys

Consultant shall perform a limited field review of the streets proposed for maintenance and rehabilitation to generally evaluate and document existing conditions and probable recommended treatments (e.g. slurry seal, chip or cape seal, resurfacing, reconstruction). The purpose of this review is to confirm the scope of subsequent tasks of pavement coring with geotechnical analysis, and topographic surveying. In-the field detailed marking of AC digout locations will occur in subsequent tasks.

2.2.2. Pavement Cores

Based upon the general pavement surveys, Cornerstone shall core the existing pavement at locations determined in coordination and agreement with Consultant and City in advance, to determine the existing asphalt concrete pavement sections and underlying subgrade materials. Cores shall be performed using portable coring and sampling equipment. Cores shall extend to approximately 2 to 5 feet below existing AC grades. Upon completion, cores will be backfilled with rock and quick-set, non-shrink grout.

Cornerstone will also collect subgrade soils at certain locations for Resistance value (R-value, CAL 301) testing.

For the purposes of this Scope of Services and Schedule of Fees, the table that follows identifies the assumed coring, R-value and deflection testing (under future sub-task) locations and amounts. Cores and R-value testing may be performed at the same location (same sample location).

Consultant and its subconsultant shall be responsible for preparing and implementing a temporary traffic control plan as necessary to safely perform the work. The temporary traffic control plan is subject to City's review and approval prior to performing the work. An allowance of 2 weeks for City review and approval of the temporary traffic control plan shall be provided.

The field work does not require an encroachment permit from City. Consultant and its subconsultant shall coordinate the field work schedule with the City to ensure City's availability for general oversight of the field work and temporary traffic control while field work is underway.

Table 1. Assumed Level of Effort (2025 Project)

Street	Length	Cores	R-value	Deflection
Avenida De Las Flores	200	0	no	no
Bancroft St	800	1	no	no
Barto St	600	1	no	no
Cabrillo Ave	1400	1	no	no
Dibble Ct	300	0	no	no
Fairway Glen Dr	1600	1	no	no
Flannery St	1200	1	no	no
Hamilton Lane	1300	1	no	no
Hobart Terrace	600	1	no	no
Pomeroy Ave	800	1	no	no
Stevenson St	1400	1	no	no
Valley Court	100	0	no	no
Avenida De Lago	1800	1	no	no

Table 1. Assumed Level of Effort (2025 Project)

Street	Length	Cores	R-value	Deflection
Avenida De Carmen	800	1	no	no
Corte Primavera	300	0	no	no
Calle de Primavera	1500	2	yes	yes
Cabrillo Ave	2200	2	yes	no
Concord Ln	550	1	yes	no
Hogan Dr	1500	2	yes	no
Los Oliver Blvd	2000	2	yes	no
Pomeroy Ave	4400	3	yes	no
Warburton Ave	8000	4	yes	no
Washington St	2500	2	yes	no
Valley Way	1000	1	yes	no
Total		30	9	

2.2.3. Non-Destructive Pavement Deflection Testing

Consultant shall coordinate with City to determine if pavement deflection testing is necessary or desired to further estimate of the pavement conditions and remaining serviceable, and upon approval by the City, Consultant through its subconsultant Cornerstone will perform in-situ pavement deflection testing. Pavement deflection testing shall be performed using the Benkelman Beam procedures. Pavement deflection testing shall generally be in accordance with Caltrans Test Method 356. Deflection testing will be performed at about 150-foot spacing in both directions.

For the purposes of this Scope of Services and Schedule of Fees, the table that precedes identifies the assumed deflection testing locations.

2.2.4. Pavement Investigation Report

The engineering analysis phase of work will focus on developing recommendations for pavement rehabilitation and/or repair alternatives. The data obtained from the field exploration and laboratory testing program will be utilized in the engineering analysis.

Consultant, through its subconsultant Cornerstone, will prepare one pavement investigation report for the overall project. The report will include the following items:

- Site plan showing core and deflection testing locations, if applicable

- Laboratory test results
- A detailed discussion of findings and recommendations, including:
 - Limited pavement distress type
 - Deflection test results, if applicable
 - Pavement treatment/repair recommendations alternatives (M&R)

2.3. Topographic Survey

Consultant shall perform topographic survey to support the design of intersections and curb ramps. Topographic surveying will be performed by the Consultant's subconsultant, Quiet River Land Services, Inc

Topographic surveying shall commence after the General Pavement Surveys that establish the anticipated pavement treatments so as to determine the necessity of curb ramp replacement or installation based upon the pavement treatment involved. The topographic survey includes the following.

2.3.1. Project Set-up and Management, Evaluate Project Data, Street Right-of-Way Research, and Survey Preparation:

This task includes obtaining and processing each of the specific corners to be surveyed and mapped, obtain/review current, available, recorded maps to define the record right-of-way width, obtain relevant County Assessor's maps and data. This parcel/right-of-way data will be computed, utilized throughout the project, uploaded and utilized by the survey crew and supplied in the mapping output.

2.3.2. Project Control and Topographic Survey:

Field crews will search for and locate relevant, existing street subdivision monuments and property corners (if any) in close proximity to street intersections alignment to help in the determination of the right-of-way lines and will set at least two (2) horizontal and vertical control points at each of the intersections for use in the future construction phases. Note that this is not a property boundary survey project.

2.3.3. Description of Survey Scope and Limits for Ramp/Corners:

- Curb return/intersections
- Limited design-grade Topographic Survey of the various items, features and improvements as required for design.
- For the purposes of this Scope of Services and Schedule of Fees, the following is the assumed level of effort.

- 12+ streets / 104+ ADA corners and various street improvements, for intersections and crossings as summarized/described below:

Table 2: Anticipated Number/Count of Corners to be Surveyed by Street:

Street Name	# of corners with non ADA ramps	Signalized
Avenida De Lago	6	0
Avenida De Carmen	0	0
Corte Primavera	0	0
Calle de Primavera	5	1
Hogan Dr	10	1
Cabrillo Ave	8	1
Warburton Ave	33	1
Pomeroy Ave	7	2
Valley Way	4	0
Concord Ln	6	0
Los Oliver Blvd	12	1
Washington St	5	2
Total	96	9

- Note: the total listed above is 96 corners, regardless of the number of existing or proposed ramps at a corner as there may be either 1 or 2 ramps per corner.
- It is anticipated that the project will include 96 corners, but the Scope of Services and Schedule of fees includes an additional allowance of an additional of 8 more corners, for a total of 104 corners in the scope to accommodate additional surveys that may be required and as such can be performed within Schedule of Fees.
- **Survey Datums:** Project Coordinates and Elevations will be set as follows:
 - Basis of Elevations will be derived from City of Santa Clara datum and Published Benchmarks. The Survey Crew will survey to and include/utilize a City Benchmark for each of the Maps.
 - Basis of Bearings will be CA State Plane Coordinates unless City of Santa Clara bearings are specified.

2.3.4. Survey Mapping:

Subsequent to the completion of the field survey, QRLS will create a digital, scale topographic map utilizing the survey data from each corner site, the field survey and record parcel/right-of-way data. The map will provide points, line-work, symbology, object descriptions and identifications, 1-foot interval contours as needed or requested, discernable right-of-way lines, found monuments, Basis of Bearings, Basis of Elevations and be prepared and delivered in a format suitable for AutoCAD Civil 3-D format. The main deliverable will be electronic maps, and if requested, field data and photos.

2.4. Preliminary Design

2.4.1. Final Treatment Selection, Preliminary Cost Estimating, Confirmation of Street Selection

Based upon existing conditions, data collected, and field review, Consultant shall propose recommended treatments for each street identified for the project and prepare preliminary cost estimates. As part of this task, Consultant shall also evaluate and recommend alternatives for treatment for City's consideration, such as recommending treatments with a lower initial cost but shorter service life versus treatments at a higher initial cost but with a longer service life, etc.

The preliminary estimate shall account for all major work items that contribute to the construction cost. The purpose of the preliminary cost estimates is to ensure the project remains within budgets determined by City. Based upon the cost estimates, the list of streets to be included shall be finalized at this stage.

For the purposes of preliminary estimating, Consultant may assume asphalt digout quantities based on an informed estimate (percentage) that is generally informed through Consultant's field reviews. Detailed marking and quantity calculations for asphalt digouts will occur in a subsequent task.

City anticipates that crack sealing to be performed prior to slurry seals may be performed by City forces in advance of construction. In order to ensure City forces have adequate time to perform the crack sealing, at this point in the project the slurry seal treatment list of streets shall be finalized and provided to City.

2.4.2. Base Mapping (35% Design)

City will provide geographic information system (GIS) data to Consultant. The GIS data is limited to street centerlines, edge of pavement, land parcels, City storm drains, City water lines, City sanitary sewer lines, City electric utilities, and aerial photographic tiles, as-available. It is noted that the GIS data is approximate.

Consultant shall prepare base maps for use in exhibits and contract drawings. Based upon the nature of the work, it is anticipated that base maps based upon GIS information and aerial photos will be sufficient to adequately present the work in the contract drawings, and base maps prepared from field survey and topographic information is not required except at curb ramp or intersection locations.

Base maps shall be prepared in AutoCAD format and these drawings will be used for subsequent design and construction document preparation. City's preferred base drawing format is 22" x 34" sized sheets at a legible scale. Regardless of the number of sheets and sizes of sheets, all base maps required for the Project shall be considered as included in the Basic Scope of Services. Requests for Additional Services related to the size and number of sheets required to bid the project will not be considered.

Base maps shall only be prepared upon finalization of the street treatment list to ensure maps are not prepared for streets that will not be included in the project.

The preparation of the base maps shall be considered as the 35% design of the project.

2.4.3. Preliminary Engineering Memorandum

Consultant shall document the findings under this Task as a brief memorandum for City's review and approval. Consultant shall meet with City to review the results of the memorandum and anticipate up to two (2) rounds of City comments and revisions to the memorandum provided that the Consultant incorporates the comments and revisions as appropriate for each round of revision.

The memorandum shall be simple and brief with the purpose of documenting the final street list, estimated costs, and treatments.

Deliverables:

1. Notice of Intent to Construct (NOI) forms, tracking log, and information received
2. Pavement Investigation Report
3. Base Maps (PDF)
4. Field Survey Data
5. Preliminary Engineering Memorandum (as a single complete PDF)
6. Street List for streets to be slurry sealed.

3. TASK 3: PERMITTING

Consultant shall be responsible for obtaining required permits necessary to bid and construct the project. Consultant shall provide each permitting agency with a project description including the appropriate project plans along with the permitting applications and any necessary supporting documentation. Consultant shall submit the permitting package to City for signature and Consultant shall submit to the permitting agencies.

Consultant shall respond in writing to all questions and comments raised by the permitting agencies. Copies of comments and/or questions received and draft responses shall be submitted to City for approval prior to submittal to the agencies. Final permit requirements shall be incorporated into the project's contract documents.

The following is a list of potential permits that may be required for the project. If additional permits are required or if additional agencies are identified other than those on the list below, they shall be considered included as part of the Basic Scope of Services and not as Additional Services.

- San Francisco Public Utilities Commission (Consent Letter), for work to occur at:
 - Fairway Glen Dr
- Santa Clara County Department of Roads and Airports (Encroachment Permit), for work to occur at:
 - Cabrillo Ave
- City of San Jose (Encroachment Permit), for work to occur at:
 - Washington St
- Caltrans (Encroachment Permit), for work to occur at:
 - El Camino Real

For the 2025 project, and for the Santa Clara County Department of Roads and Airports (Encroachment Permit), it is assumed that the physical construction work will terminate at the City-County right-of-way line and will not extend into the County right-of-way. Accordingly, services related to obtaining permits for physical modifications to County infrastructure, including curb ramps, pavement, striping and signing, and traffic signal (except for replacement in-kind of advance vehicle loop detectors, if required) are not considered to be within the Basic Scope of Services.

For permits that are required to be obtained by City's construction contractor after contract award, Consultant shall coordinate and make necessary arrangements with the permitting agency during design to ensure the project will be permitted when City's construction contractor applies for the permit.

Permits shall be submitted at the appropriate time in accordance within the project schedule to ensure permits are issued and final to be incorporated into the construction documents prior to bid.

Deliverables:

1. Permit application packages with all necessary supporting documentation.
2. Final permits.

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

Upon City's approval of the preliminary design in Task 2 that defines the street treatment approach for the project, Consultant shall prepare biddable and constructible construction contract documents.

If changes in the Scope of Services or Schedule of Fees under this Task are required due to changes in the Baseline Solution, changes shall be proposed by Consultant and approved in writing by City prior to commencement of this Task.

The Construction Documents will be progressively developed via milestone submittals per the information outlined herein. The following are assumptions for the Construction Documents which shall be incorporated to the extent appropriate at each milestone submittal in terms of completeness and design schedule for each milestone submittal involved:

- City's typical pavement maintenance and rehabilitation project plans are prepared on cut sheets showing each street, and are considered moderately detailed in showing typical cross sections, notes, pavement treatments, surface utilities (e.g. valve boxes, manholes, etc.), survey monuments, asphalt digouts, traffic signal detector loops, ADA curb ramps, necessary construction details, pavement delineation, and signs.

- The Plans shall be prepared using GIS and/or photographic backgrounds, and show property lines (based on GIS), existing high-risk utilities impacted by the work, and major construction features. At isolated locations where right-of way ownership is not clear or complex based on the GIS (such as at corner curb ramp locations), Consultant shall acquire City's right-of-way records and show accurate right-of-way for these isolated locations.
- ADA Curb Ramps: Consultant shall provide detailed design of replacement ADA curb ramps. The detailed design should show the type of ramp to be installed, elevations, design slopes, and any pavement reconstruction required to meet ADA requirements. Consultant shall open existing utility boxes that may need to be adjusted to accommodate the curb ramp to verify that adjustment is feasible.
- Asphalt Digouts: Consultant shall perform field work to mark asphalt dig out locations on streets in the field. Consultant shall subsequently record the locations by any necessary means such that they can accurately be reflected on the project plans and re-established from the plans to the field during construction. Consultant shall consider constructability while marking digouts. It is expected that the Consultant's asphalt digout markings made during design for design purposes will remain on the pavement surface and will be refreshed prior to construction based on the contract plans. Refreshing the markings prior to construction will be performed by City based upon the existing markings and the project plans. City and Consultant shall conduct a field meeting with appropriate staff to discuss and agree on the approach to digout markings prior to performing the marking.
- Pavement Delineation Plans: Consultant shall coordinate with City's traffic engineering division to prepare pavement delineation plans based upon complete streets requirements, the City's bicycle masterplan, and Bicycle and Pedestrian Advisory Committee (BPAC) review. The proposed project striping is subject to change from the existing striping.
- Sign Plans: Consultant shall coordinate with City's traffic engineering division to prepare sign plans based upon complete streets requirements and striping changes. It is anticipated the sign modifications will be required for streets with added or changed bicycle facilities, and at intersections/stop bars/crosswalks. Consultant shall be responsible for preparing the associated sign plans with oversight by City's traffic engineering division provided through review of milestone submittals. Only signs that are changed in the project are required to be shown, not all signs in the streets corridors.

- City BPAC Review: Per the City's complete streets policy, the project is required to undergo a review by the City's Bicycle and Pedestrian Advisory Committee (BPAC). Consultant shall attend the BPAC meeting in which the project is reviewed, and address any recommendations made by BPAC. It is assumed that this BPAC review will be completed at the 65% level, and that the 65% plans will be of sufficient quality and completeness to facilitate BPAC review.
- Signal Design: Consultant shall obtain as-built records and perform field review to determine signal loop detectors that need to be replaced, and to show the replacement on the project plans. This includes determining presence or absence of existing detector hand holes and installing new hand holes where they do not currently exist. Consultant shall also coordinate with City's traffic engineering division to ensure adequate detector lead-in-cables exist. Consultant shall also design loop detector accommodations for bicycle detection should bicycle facilities be included on the pavement delineations plans.
- Stormwater Treatment Evaluation: Consultant will evaluate and prepare calculations to ensure that the project meets the latest of the Construction General Permit and Municipal Regional Permit (MRP 3.0) as required by the State Water Resources Control Board (SWRCB).
 - Consultant understands the City desires that this project will not be a Regulated Project under the most recent Municipal Regional Permit. Consultant shall recommend pavement treatments that do not trigger the project to become regulated and will be required to perform any necessary calculations or supporting documents to substantiate that the project as non-regulated. This Project is also not considered a candidate for any Green Stormwater Infrastructure (GSI), and no GSI is expected for the project.
- Consultant shall identify, locate, and show the following on the plans: surface features (manholes, boxes, etc.), City monuments, and existing pavement cross slopes. These shall be obtained through field observation and measurements and are not required to be located by topographic land survey.
- It is assumed that traffic handling required to construct the project will be typical temporary traffic control systems per the requirements of the City's specifications and any necessary traffic handling plans that are required will be submitted by the construction contractor during construction. It is not anticipated that Consultant will need to prepare traffic handling plans.
- Specifications shall include all Technical Specifications or Special Provisions required to construct the project. City will prepare the "frontend"

contract specifications, i.e. Divisions 0 and 1 specifications of City's boilerplate. Consultant shall provide all information required for City to complete the boilerplate. This information includes:

- Consultant's professional engineer seal and signature
 - Description of work
 - Type of Contractor's License required
 - Schedule of Bid Prices
 - Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for previous construction contracts and contract values).
 - Working Days for Substantial and Final Completion
 - Recommendations for appropriate Liquidated Damages
 - Identification of any changes to the City's boilerplate that are required
-
- Consultant shall be familiar with City's standard specifications and provide all Technical Specifications or Special Provisions such that they supplement, and do not conflict with, and are not redundant with the standard specifications. Changes to the City's boilerplate or deviations from the standard specifications shall be addressed by incorporating appropriate information into the project Technical Specifications or Special Provisions.
 - Consultant shall coordinate with City's traffic engineering division and determine allowable work hours, and allowable lane closure hours based on constructability and cost impacts, to be incorporated into the project documents. It is expected that lane closure charts will be included in the specifications for major multi-lane streets.
 - The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of bid using engineering judgement. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate.
 - Consultant shall conduct a quality control (QC) review of the submittal in accordance with Consultant's Quality Assurance/Quality Control (QA/QC) program.
 - City Review Circulation: City will circulate each submittal package to internal City departments for review and comments. Consultant shall be responsible for submitting the package to external stakeholders if required. Consultant shall prepare written responses to all written comments received. All redlined drawings shall be returned with Consultant's response on the redlined drawings. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any

comments that cannot be resolved. Consultant shall conduct a review meeting corresponding to each 65%, 95%, 100% submittals with City to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate City's comments. The review meeting will be held remotely.

4.1. 65% Construction Documents Package

Consultant shall perform engineering and design activities to develop a 65% level of completion construction documents. Review of the 65% submittal will identify and raise potential issues for resolution in subsequent submittals. Subsequent submittals shall provide opportunities to further refine the contract documents.

The 65% design submittal will include the following:

- Improvement Plans
 - All proposed pavement and resurfacing work
 - Any signal loop detector or detector handholes to be replaced or installed
- Identify locations and quantities of proposed new curb ramps
- Striping & Signage Plan
- Technical Specifications
- Engineer's Cost Estimate

Below are entities who will receive 65% design submittal:

- City of Santa Clara
- Bicycle and Pedestrian Advisory Committee BPAC (Complete Streets Review)
- As-needed for early design coordination:
 - SFPUC, Caltrans, County of Santa Clara, City of San Jose

4.2. 95% Construction Documents Package

Consultant shall perform engineering and design activities to develop a 95% level of completion construction documents. All major project issues shall have been resolved prior to this stage. The 95% construction document package shall include updated Plans, Specifications, and Engineer's Cost Estimate.

- Improvement Plans
 - All proposed pavement and resurfacing work
 - Any signal loop detector or detector handholes to be replaced or installed
- Curb Ramp Details
- Striping & Signage Plan

- Technical Specifications
- Engineer's Cost Estimate
- Written responses from City's 65% comments

Consultant shall submit the 95% plans to affected utility owners for their use and information. For utilities to be adjusted by others, Consultant shall provide information and exhibits to City for use in Notice to Adjust letters.

Below are entities who will receive 95% design submittal:

- City of Santa Clara
- As-needed for design coordination and permitting:
 - SFPUC, Caltrans, County of Santa Clara, City of San Jose

4.3. 100% Construction Documents Package

Consultant shall finalize the Plans, Specifications, Engineer's cost estimate, and construction schedule based on the 95% review circulation. All outstanding comments and issues from previous submittals shall be incorporated into the 100% construction document package. The 100% Bid Set documents shall be considered as complete with no future revisions planned nor deemed necessary, or "bid ready."

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

- PEER Review: Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. A PEER review is defined as a review by an individual with equal or greater experience as the engineer of record who is not associated with the project design. The PEER reviewer may be from the same firm as the engineer of record. The PEER Review does not replace or limit Consultant's internal QA/QC procedures. The PEER reviewer shall sign and date the following Certification of PEER Review on the final plans:

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

Consultant shall provide supporting information to City to assist City's plan approval process, including:

- Summary of utilities and coordination efforts, including responsibilities and disposition of adjustments/relocations

- Summary of permits and their status
- Quantity calculations
- Supporting documents to validate engineer's estimate (e.g. unit costs and/or project references)
- Summary of "lessons learned" from prior projects

4.4. Final Bid Set Documents

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

The final submittal shall consist of final Plans and Specifications, signed, stamped and dated by Consultant in responsible charge for their preparation and be considered ready to bid. The final submittal shall be ready for City staff approval signatures.

Deliverables:

1. 65%, 95%, and 100% Construction Document submittals (electronic PDF submittal)
2. Stamped, signed, and dated Final Plans for City signature (electronic PDF submittal)
3. Stamped, signed, and dated Final Specifications (electronic PDF submittal)
4. Final Engineer's cost estimate (electronic PDF submittal).
5. Upon City request: native files (AutoCAD, MS Word, MS Excel of above deliverables).

5. TASK 5: BID SUPPORT ASSISTANCE

Consultant shall provide assistance to City during the construction bidding and award phase, answer questions from bidders, assist in preparation for addenda when necessary, and assist City in evaluation of bids received, when requested. All services completed within this task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

Consultant shall:

- 5.1. Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders, if requested by City. City to reproduce and distribute Contract Documents, maintain a planholder's list and log of bidders questions and responses.
- 5.2. Attend Pre-Bid Meeting, if required by Project. Consultant shall coordinate with City to prepare agenda and meeting minutes.
- 5.3. Prepare Addenda to Construction Documents, if needed. City to reproduce and distribute all addenda.

- 5.4. Assist City in evaluating bids and preparation of award of contract, if needed.
- 5.5. If addenda are issued, prepare a conformed set of documents that incorporated addenda into the documents.

Deliverables:

1. Written clarifications and response to prospective bidders, if needed
2. Addenda to the Bid Documents, if needed.
3. Conformed construction documents, if needed.

6. TASK 6: CONSTRUCTION SUPPORT

The City's Field Services Division will have primary responsibility for construction management and inspection. Consultant's responsibility to provide basic services for the construction phase under this Agreement commences with the award of construction contract and terminates on the date City approves the notice of completion of Project. All services completed within this Task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

The amounts included in the Schedule of Fees are based upon the Consultant's experience and judgment of the services anticipated to become provided for the Project by Consultant based on the Baseline Solution.

Consultant shall:

- 6.1. Attend Pre-Construction Meeting upon request by City and respond to pre-construction meeting questions.
- 6.2. Review and approve shop drawings and submittals. Assumes reviews, comments, and review of revised submittals, as necessary and as applicable for each submittal. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. Consultant will be allowed a maximum of seven (7) calendar days for review of submittals.
- 6.3. Review Contractor's request for information (RFI's) and furnish additional drawings and/or specifications for supplementing, clarifying, and/or correcting purposes. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFI's that impact Project schedule or a maximum of fourteen (14) calendar days to respond to RFI's that do not impact Project schedule.
- 6.4. Attend meetings and site visits when necessary as determined and requested by City.
- 6.5. Assist City with the review of construction, and other activities, as determined and requested by City.

- 6.6. Prepare, review, and recommend approval of design related change orders, as requested.

Deliverables:

1. Shop drawing and submittal comments.
2. RFI responses.
3. Site visit memoranda, as required.
4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.
5. Change orders, as required.

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

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

If requested, Consultant shall:

- 7.1. Provide a complete set of the Record Drawings produced in AutoCAD format, based upon redlines provided City, with all X-ref files "bound," including other associated fonts, plot style files in AutoCAD, including electronic copies in PDF format.
- 7.2. At the City's discretion, the City may consider red-lined drawings prepared by Contractor or prepared by City to serve as the Record Drawings for the project and in such case, Consultant shall review the red-lined drawings for accuracy based upon Consultant's knowledge of the construction.

Deliverables:

1. Record Drawings provided electronically in AutoCAD and PDF formats.

8. TASK 8: OPTIONAL TASKS

If deemed necessary during the course of services, this Task provides for Consultant to perform Optional Tasks as part of the Basic Scope of Services. Optional Tasks shall be authorized in writing prior to performing work, and shall only be invoiced if agreed by City and Consultant in writing prior to performing work. Fees for Optional Tasks shall be considered as part of the Fees for Basic Scope of Services.

8.1. OPTIONAL TASK: Utility Potholing (Requires City Authorization)

If deemed necessary due to the proposed treatment method, Consultant shall perform vacuum excavation potholing for utility verification. The fees included in Exhibit B is a budget allowance. Prior to performing any work under this task,

Consultant shall provide a written quotation for the actual number of potholes necessary for the work from a potholing contractor. Utility potholes shall be backfilled with CDF and the pavement will be restored in accordance with City Standard Detail ST-25. This task shall only be invoiced if agreed by City and Consultant in writing prior to performing work.

Deliverables:

1. Optional Task (If Authorized): Potholing Data

8.2. OPTIONAL TASK: Additional Surveying

If deemed necessary, Consultant shall perform survey at additional locations consistent with Tasks 2 of this Scope of Services for additional locations that are not included in Task 2. The fees included in Exhibit B is a budget allowance. Prior to performing any work under this task, Consultant shall provide a written estimate of costs required to provide the additional survey. This task shall only be invoiced if agreed by City and Consultant in writing prior to performing work.

Deliverables:

1. Optional Task (If Authorized): Survey information consistent with deliverables in Task 2.

IV. OPTION TO EXTEND AGREEMENT (OPTION PERIODS)

The Initial Term of this Agreement shall be to provide design professional services for City's 2025 pavement maintenance and rehabilitation.

Under the City's discretion to extend the term of this Agreement for future pavement maintenance and rehabilitation projects beyond the 2025 project, City shall request from Consultant and Consultant shall provide to City a project-specific proposal for the requested services for the future project.

In consideration of the Option Period(s), City shall provide a notice of intent to extent agreement to Consultant with the following information:

- A street list and map including location, streetsaver pavement treatments, and programmatic costs of streets considered for the future project

Within fourteen (14) days of City's notice, the Consultant shall provide the City a project specific proposal that includes:

- A project-specific cost proposal, consistent with the requirements for cost proposals in City's original RFP for this Agreement.

- A project-specific schedule
- Any additions, deletions, or modifications to the Scope of Services of this Agreement as necessary for the specific project. It is anticipated that the Scope of Services will be consistent with the Tasks 1 through 8 of the Basic Services of this Scope of Services, the following project-specific changes are expected:
 - Topographic survey locations
 - Pavement testing locations
 - Permitting agencies

The project-specific proposal is subject to negotiation and agreement by both Parties. Approval of any Option Period shall be per Exhibit E – Exercise of Option to Extend Agreement Form at the time the Agreement is extended by City, if City extends the term of the Agreement under any Option Period. All other terms for any Option Period shall be consistent with the terms of this Agreement unless otherwise set forth in this Agreement or in the Exhibit E – Exercise of Option to Extend Agreement Form.

EXHIBIT B
SCHEDULE OF FEES

I. GENERAL PAYMENT

Billing shall be on a monthly basis based on the services performed for each task. Consultant shall, during the term of this Agreement, invoice the City for hours and dollars of services completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. All invoices shall provide a written description of services completed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

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

Initial Term (2025 Project):

The total payment to the Consultant for Basic Services, including Optional Services, as stated in Exhibit A, for the Initial Term (2025 Project) shall not exceed \$732,157. The amount billed to City for Additional Services shall not exceed the sum of \$73,216. In no event shall the amount billed to City by Consultant for services under the Initial Term of this Agreement exceed \$805,373, subject to budget appropriations.

Option Period(s):

Under the City's discretion to extend the term of this Agreement for future year annual street pavement maintenance and rehabilitation projects beyond the 2025 project, City shall request from Consultant and Consultant shall provide to City a project-specific cost proposal for the requested services for the future project. The cost proposal is subject to negotiation and agreement by both Parties. Total payment to the Consultant under any Option Period shall be per Exhibit E – Exercise of Option to Extend Agreement Form at the time the Agreement is extended by City, if City extends the term of the Agreement under any Option Period. All other terms for any Option Period shall be consistent with the terms of this Agreement unless otherwise set forth in this Agreement or in the Exhibit E – Exercise of Option to Extend Agreement Form.

II. BASIC SERVICES

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

The Consultant fee allocated to each Task, as shown in the table that follows, shall be the Consultant's full compensation for all the Consultant services required for the project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate fees amongst Tasks or to or from Additional Services at the City's sole discretion. The Consultant shall bill time and materials spent on a Task under the appropriate Task and will not be allowed to bill to completed, future, or inactive Tasks unless approved in writing by City prior to billing services in those Tasks. The Consultant shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by City prior to performing any services under the task. Payment for any Optional Task is allowed only if written authorization is provided by the City in advance of the services to be performed. Fees for Optional Tasks shall be considered as Basic Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the table that follows includes all subconsultant fees, expenses, and administrative markups. The table that follows is a summary of the Tasks based upon the negotiated cost proposal prepared by CSG Consultants, Inc. dated May, 6, 2024 (Cost Proposal) and agreed by City and Consultant, and incorporated herein to this Exhibit B by reference. Cost proposals by subconsultants to Consultant, which are included in Consultant's Cost Proposal, are further incorporated herein to this Exhibit B by reference as follows: Cornerstone Earth Group cost proposal dated May 3, 2024, and Quiet River Land Services cost proposal dated April 27, 2024. Any discrepancies between Consultant's Cost Proposal, including any subconsultants' costs proposals included therein, and this Exhibit B shall be resolved in favor of this Exhibit B.

Consultant shall invoice time and expenses according to the tasks identified in the Cost Proposal. The time and expenses for subtasks may vary above or below the hours and fees identified on the Cost Proposal provided that the total billed under a Task remains within the Fee established for the Task. Upon mutual agreement between City and Consultant in writing, subtasks may be separated or combined as needed to facilitate invoicing.

Cost Proposal Summary (Initial Term):

Description		Amount
Task 1	Project Management	\$ 36,880
Task 2	Preliminary Engineering and Evaluation	\$ 260,127
Task 3	Permitting	\$ 24,420
Task 4	Construction Documents	\$ 340,520
Task 5	Bid Support Assistance	\$ 3,060
Task 6	Construction Support	\$ 28,640
Task 7	Record Drawings and Project Closeout	\$ 6,540
Subtotal		\$ 700,187
Task 8	Optional Tasks	\$ 31,970
Total		\$ 732,157

In no event shall the amount billed to City by Consultant for Basic Services, including Optional Services, under the Initial Term of this Agreement exceed seven hundred thirty two thousand one hundred fifty seven dollars (\$732,157), subject to budget appropriations.

III. REIMBURSABLE EXPENSES

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

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

IV. ADDITIONAL SERVICES

Additional Services consists of services not included in the Scope of Services described within this Agreement. Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed

negotiated price. Billing and payment for Additional Services shall be consistent with the terms set forth in this Agreement. Billing and payment for any Additional Services is allowed only if written authorization is provided by the City in advance of the services to be provided.

V. RATE SCHEDULE

Charges for personnel engaged in services are based on the actual hours directly chargeable to the project.

Rates by classification for Consultant and subconsultants follow below ('Rate Sheets') and shall be fixed through December 31, 2024. Any classifications added, or employees changing classifications, are subject to approval in writing by City.

Any discrepancy between the terms listed herein this Exhibit B and the Rate Sheets that follow shall be resolved in favor of the terms listed herein this Exhibit B.

After December 31, 2024, rates may be adjusted as described herein. Consultant shall propose any adjusted rates in writing for City's consideration and acceptance in writing. Adjusted rates shall be no more than the percentage of difference between the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland-Hayward, CA, area between the effective date of this Agreement and the CPI as may be available and nearest to and in advance of the month in which the adjustment is contemplated and shall be capped at a maximum of 3% for each adjustment. Rates changed by calculation shall be rounded to the nearest whole dollar. Only one adjustment is allowed per annum.

Consultant understands and agrees that adjustments to rates does not cause an adjustment in the Fees established for Tasks or adjustment to the maximum compensation under this agreement. Consultant shall be required to provide the full services as described in Attachment A in accordance with the Fees established in this Attachment B, regardless of adjustments to rates.

Consultant will bill subconsultants at actual cost plus a maximum allowable markup of 5%. Subconsultants will bill at actual cost for any further tiered subconsultants or subcontractors at cost plus allowable markup of 10%, or as shown on the following Rates Sheets, whichever is greater. In no case shall any pass-through markups billed to City exceed 25% more than the original cost or reimbursable expense.

It is expressly understood that this Project is subject to prevailing wages, in conformance with Attachment D, Prevailing Wage Addendum.

(Rate Sheets on Following Pages)

Consultant: CSG Consultants, Inc:



2024 Engineering Division Hourly Rates

San Francisco Bay Area

CSG Consultants' services are billed on a time-and-materials basis according to our Standard Rates, shown below.

PROFESSIONAL ENGINEERING SERVICES	HOURLY RATE
Engineering Trainee	\$80
Administrative Assistant	\$90
Analyst	\$150
Engineering Designer/CASp Inspection & Consultation	\$160
Construction Inspector	\$165
Senior Analyst	\$175
Assistant Resident Engineer	\$190
Assistant Engineer	\$165
Associate Engineer	\$195
Senior Construction Inspector	\$180
Senior Engineer	\$220
Senior Land Surveyor	\$220
Resident Engineer	\$230
Structure Representative	\$230
Senior Structural Engineer	\$245
Senior Project Manager	\$245
Principal Engineer	\$260
Senior Principal Engineer	\$280
Two-Person Survey Crew	\$365
SUSTAINABILITY PROGRAM MANAGEMENT SERVICES	HOURLY RATE
Sustainability Program Analyst	\$150
Sustainability Program Senior Analyst	\$180
Sustainability Program Manager	\$210

All hourly rates include overhead costs including, but not limited to, salaries, benefits, workers' compensation insurance, travel and office expenses. CSG will coordinate the pickup and return of plans between CSG and agency offices. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will mail/email an invoice every month for services rendered during the previous month.

Subconsultant: Cornerstone Earth Group:



Prevailing Wage Hourly Fee Rates and Equipment Charges
Through December 31, 2024

Administrative Assistant	\$105
Engineering Technician I	\$180
Construction Services Administrator	\$135
Engineering Technician II	\$180
Technical Illustrator/CAD Operator	\$150
Supervisory Technician	\$180
Staff Engineer or Geologist	\$180
Senior Supervisory Technician	\$180
Senior Staff Engineer or Geologist	\$193
Project Engineer or Geologist	\$215
Principal Construction Services	\$215
Senior Project Engineer or Geologist	\$220
Principal Engineer or Geologist	\$265
Senior Principal Engineer or Geologist	\$295

Charges for personnel will be made in accordance with the above rates. For field engineers, geologists and technicians, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48-hour notice. For less than a 48-hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

Equipment Charges		Geotechnical Laboratory Tests		
Vehicle	\$28 per hour		Tests Run During Normal Workday Hours	Tests Run Outside Workday Hours
Nuclear Density Gauge	\$11 per test			
55-Gallon Drum	\$100 each			
GPS Unit	\$90 per day	Compaction Curve	\$330 each	\$495 each
Hand Auger Equipment	\$50 per day	Compaction Check Point	\$170 each	\$270 each
Power Auger	\$125 per day	Plasticity Index	\$250 each	\$350 each
PDR-1000 Dust Meter (3)	\$300 per day, \$1,200 per week, \$4,000 per month	Sieve/Hydrometer	\$250 each	\$350 each
PID ppm,	\$130 per day, \$600 per week, \$2,000 per month	Moisture Content	\$8 each	\$10 each
PID ppb,	\$150 per day, \$650 per week, \$2,200 per month			
Air Pump	\$80 per day, \$350 per week, \$1,000 per month	Moisture/Density	\$30 each	\$50 each
Weather Station	\$80 per day, \$350 per week, \$1,000 per month	#200 Wash	\$60 each	\$80 each
Benkelman Beam	\$175 per day, \$750 per week, \$2,800 per month	Sieve < ¼ Inch Liner (small)	\$125 each	\$190 each
Double Ring Infiltrometer	\$100 per day	Sieve > ¼ Inch Bucket (Large)	\$225 each	\$330 each
Dynamic Cone	\$100 per day	Lime Stability	\$360 each	\$550 each
Differential Pressure Gauge	\$50 per day	Consolidation	\$415 each	\$680 each
		Soil Corrosion Testing	\$235 each	\$450 each
Air Flow Sensors	\$50 per day			
Pressure Control Testing	\$275 per day			
Depth Sounder	\$50 per day			
Air Monitors (1)	\$700 per month			
Liner and Two Caps	\$12 each			
Core N One Sampler	\$50 each triplicate sample			
Core N One Handle	\$60 each			
Modeling Software	\$25 per hour			
Plotter	\$10 per plot			
Drone	\$50 per hour			

Direct Expenses

Reimbursement for the direct expenses listed below incurred in connection with the Work will be billed at cost plus 18 percent.

- 1) Drillers, utility locators, laboratories, contractors, hygienists, and consultants
- 2) Rented vehicles, public transportation, tolls, and air flights
- 3) Permits and special fees, insurances and licenses required to perform Work
- 4) Computer programs and rented field equipment
- 5) Large volume copying of project documents
- 6) Maps, photographs, and environmental databases
- 7) Overnight or same day delivery charges
- 8) Copying or production of over-sized figures and plans

If personnel are assigned to a project 100 miles or more from an office, \$175 per diem per person allowance will be charged. Unless mutually agreed in writing, Cornerstone will hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection; project samples requested to be held greater than thirty (30) calendar days will be billed at \$100 per every ninety (90) calendar days. If payment is not received within 30 days of invoice date, the samples will be discarded.

Payment

Payment for Work completed is due upon receipt of Cornerstone's statement. Fixed fee or lump sum services will be billed for the agreed fixed fee. A service charge of 1.5 percent per month will be charged on accounts not paid within 30 days.

Prevailing Wage

Client must notify Cornerstone in writing if the Work is subject to "prevailing wage" under local, state or federal laws.

Subconsultant: Quiet River Land Services, Inc.:



Schedule of Hourly Billing Rates
(For Light Commercial, General Municipal and Residential survey projects)

Effective Date: March 1, 2024 to March 1, 2025 - Rates subject to Annual Union Adjustments.

••• Office Personnel •••

Principal – California Professional Land Surveyor (CA PLS).....	\$ 260.00
Principal – CA PLS - Professional Witness.....	\$ 225 Prep./ \$ 275.00 Court (3 hour minimum, plus materials and expenses as required)
Professional Land Surveyor/Project Manager.....	\$ 200.00
Senior CAD Drafter / Survey/Mapping Technician 3.....	\$ 165.00
CAD Drafter / Mapping Technician 2.....	\$ 140.00
Project Coordinator / Property Research Specialist.....	\$ 100.00
Administrative Services.....	\$ 90.00

Note: Authorized overtime fees will be charged at 1.5 times the above rates.

••• Field Survey Hourly Rates •••

Note: All Prevailing Wage field crew rates include vehicle, proof of insurance, survey instruments, all standard survey gear and materials and typical safety equipment. Four Hour Minimum for field survey crew. Any additional safety and/or protection requirements and specialized vehicles/travel will be billed as additional fees. Overtime hours will be billed at factored rates.

1-Person Survey Crew w/ Robotics.....	\$ 225.00
2-Person Survey Crew (four hour minimum).....	\$ 350.00
3-Person Survey Crew (Right-of-way traffic work).....	\$ 380.00
2-Person Survey Crew – Hydrographic Work w/ Boat.....	\$ 400.00

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

C. WORKERS' COMPENSATION

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution

from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required

by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

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

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

I. QUALIFYING INSURERS

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

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

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

A. Prevailing Wage Requirements

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

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

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

B. Audit Rights

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

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

C. Enforcement

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

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

EXHIBIT E

EXERCISE OF OPTION TO EXTEND AGREEMENT FORM (SAMPLE)

AGREEMENT TITLE:	AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND CSG CONSULTANTS, INC. FOR ANNUAL STREET PAVEMENT MAINTENANCE AND REHABILITATION PROJECTS (2025-2027 PROJECTS)
CONSULTANT:	CSG CONSULTANTS, INC

Pursuant to Section 2.2 of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term of the Agreement under the following provisions. In the event of any inconsistency between this Exercise of Option to Extend Agreement and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall prevail.

OPTION TO EXTEND NO.	
-----------------------------	--

TERM OF OPTION TO EXTEND AGREEMENT

Begin date:	
End date:	

MAXIMUM COMPENSATION FOR TERM OF OPTION TO EXTEND AGREEMENT:	
---	--

The documents forming the entire Exercise of Option to Extend Agreement between City and Consultant shall include the following Exhibits, which are hereby incorporated into the Agreement by this reference:

- Exhibit E1 – Option Period Scope of Services
- Exhibit E2 – Option Period Schedule of Fees
- Exhibit E3 – Option Period Street List

[Signatures Follow on Next Page]

The Parties acknowledge and accept the terms and conditions of this Option to Extend 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"

CSG CONSULTANTS, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

"CONTRACTOR"

EXHIBIT E1
OPTION PERIOD SCOPE OF SERVICES

The services to be performed for the City by the Consultant under this Option Period are set forth below.

[Insert services to be performed]

EXHIBIT E2
OPTION PERIOD SCHEDULE OF FEES

I. GENERAL PAYMENT

Unless otherwise described herein, all terms and conditions described the Agreement, including Exhibit B, Schedule of Fees, shall apply to this Option Period.

Option to Extend No. [#] ([Year] Project):

The total payment to the Consultant for Basic Services under this Option Period shall not exceed \$###,###. The amount billed to City for Additional Services under this Option Period shall not exceed the sum of \$##,###. In no event shall the amount billed to City by Consultant for services under this Option Period exceed \$##,###, subject to budget appropriations.

II. BASIC SERVICES

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all subconsultant fees, expenses, and administrative markups. The following table is a summary of the Tasks based upon the negotiated cost proposal prepared by CSG Consultants, Inc. dated [Month], [Day], [Year] and agreed by City and Consultant, attached to this Exhibit E2 and incorporated herein by reference.

[Year] Project:

Description		Amount
Task 1	Project Management	\$ #,###
Task 2	Preliminary Engineering and Evaluation	\$ ###,###
Task 3	Permitting	\$ #,###
Task 4	Construction Documents	\$ ###,###
Task 5	Bid Support Assistance	\$ #,###
Task 6	Construction Support	\$ ##,###
Task 7	Record Drawings and Project Closeout	\$ #,###
Subtotal		\$ ###,###
Task 8	Optional Tasks	\$ ###,###
Total		\$ ###,###

In no event shall the amount billed to City by Consultant for Basic Services under this Option Period of this Agreement exceed [**spell out dollar amount (\$*insert numerical dollar amount)*], subject to budget appropriations.

EXHIBIT E3
OPTION PERIOD STREET LIST

The following is the anticipated list of streets planned to be included for the [Year] Annual Street Pavement Maintenance and Rehabilitation Project which is considered the Baseline Solution for the Option Period upon which the services and fees of this Option to Extend Agreement is based.

[Insert Street List]