

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BKF ENGINEERS
FOR
CENTRAL SANTA CLARA BICYCLE, PEDESTRIAN, AND GREEN STORMWATER
IMPROVEMENT PROJECT**

PREAMBLE

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

RECITALS

- A. City desires to secure the design professional services 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. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and 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 (if applicable)

Exhibit E – Milestone Schedule

Exhibit F – Project Management Software

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the day this agreement is signed by both Parties and terminate on December 31, 2030. Services may commence upon City issuing notice to proceed.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. 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

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon 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 Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one million four hundred three thousand dollars (\$1,403,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as

agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

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

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other

action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement. With respect to claims alleging Contractor's professional negligence or professional liability, Contractor's duty to defend obligation shall be met by reimbursing an indemnified party for indemnified party's costs of defense following a determination of Contractor's proportionate percentage of fault.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

City of Santa Clara
Attention: Public Works Department
1500 Warburton Avenue
Santa Clara, CA 95050

and by e-mail at engineering@santaclaraca.gov

And to Consultant addressed as follows:

BKF Engineers
Attention: Dan Schaefer
1730 N. First Street, Suite 600
San Jose, CA 95112
and by e-mail at dschaefer@bkf.com

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

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter

2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

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”

BKF Engineers
a California corporation

Dated: _____

By (Signature): _____

Name: Dan Schaefer

Title: Principal-in-Charge/Vice President

Principal Place of
Business Address: 1730 N First St, Suite 600, San Jose CA 95112

Email Address: Dschaefer@bkf.com

Telephone: (925) 940-2214

Fax: _____

“CONSULTANT”

EXHIBIT A SCOPE OF SERVICES

I. OBJECTIVE

The City of Santa Clara (City) desires to engage a qualified firm (Consultant) for the services as described in this Scope of Services.

This Scope of Services is anticipated as necessary to meet City's objectives as described in this Request for Proposals. The Proposer shall incorporate their own expertise into their proposed Scope of Services to be submitted as part of their proposal and propose additions, deletions, or modifications to this Scope of Services that the Proposer deems necessary or advisable to meet City's objectives.

II. BACKGROUND

The PROJECT has two separate objectives to be combined into a single design plan.

1. The Municipal Regional Stormwater NPDES Permit issued by the State requires the City of Santa Clara to install green stormwater infrastructure (GSI) that will treat five acres of stormwater runoff by June 30, 2027. GSI can be installed on streets or parking lots to treat stormwater runoff. To help identify suitable locations a consultant report was created for the City by EOA Inc. For this Project it was determined to select Lincoln St area from the report as a suitable location to install GSI, with the goal of treating approximately 3.5 acres of stormwater.
2. In January 2023, the Metropolitan Transportation Commission (MTC) adopted the One Bay Area Grant 3 (OBAG 3) Program, which includes a \$9,029,000 grant award for the Central Santa Clara Bicycle and Pedestrian Improvement Project. The Central Santa Clara Bicycle and Pedestrian Improvement Project includes several pedestrian and bicycle improvements that are part of the City's Pedestrian and Bicycle Master Plans. These improvements are located on Cabrillo Avenue, Lafayette Street, Monroe Street, Royal Drive, Scott Boulevard, and Warburton Avenue. Anticipated bicycle facility upgrades include the installation of various improvements on Warburton Avenue (Scott Boulevard to Lafayette Street) and Lincoln Street (Warburton Avenue to El Camino Real). Anticipated pedestrian improvements include items such as new curb ramps, curb bulb-outs and sidewalk; several new traffic signals; and Rectangular Rapid Flashing Beacons; as well as some new streetlighting.

III. PROJECT DESCRIPTION AND REQUIRED SERVICES

This Scope of Services is anticipated as necessary to meet City's objectives. Consultant will be expected to provide complete, professional, high-quality services and products; to provide consultation and work with the city staff and others involved in the project; and to provide the expertise, guidance, and assistance in accomplishing the work. All work shall be done in accordance with the City Standard Plans and Specifications, ADA Design Guidelines and Regulations, latest building and fire codes, Department of Transportation Standard Specifications and Details (as applicable to the work), Green stormwater infrastructure standards, South Bay Water Recycling guidelines, and other applicable codes and standards recommended by the Consultant.

Consultant's work includes, but are not limited to:

- 1) Review of the existing roadway drainage, utilities, and other street features such as parking and bike lanes.
- 2) Provide recommendations and design for installation of GSI (bioretention facilities) including: identifying drainage management areas for sizing GSI facility, domestic irrigation water connections, landscape plans that will incorporate recommendations from a City coordinated third-party (SFEI -San Francisco Estuary Institute), low voltage power connection from Silicon Valley Power (SVP) underground street light conduit or overhead electric wire. Public educational permanent signage for one of the GSI facilities.
- 3) SVP developer work drawing will be required for new and modified traffic signal systems and will need to be designed by CONSULTANT and reviewed and approved by SVP. The SVP developer work drawing approval process requires the consultant to coordinate with the Public Works project manager and SVP electric department to submit several rounds of electrical drawings separate from the civil utility plans. The level of effort is equivalent to the typical PS&E submittal process.
- 4) Provide a Stormwater Treatment Design Criteria Memo detailing how GSI facility was sized based on the requirements of C.3 of the MRP, including an operations and maintenance plans to be accepted by the City.
- 5) Parking removal counts
- 6) Perform required traffic analysis warrant studies and intersection treatment options at the following intersections:

Intersection	Scope of Work
Scott/Cabrillo	Perform warrant study and if intersection does not warrant a traffic signal, then install RRFB with bulbouts
Scott/Bray	Perform warrant study and if intersection does not warrant a traffic signal, then install RRFB with bulbouts and median island refuge.
Lafayette/Reeve	Perform warrant study and if intersection does not warrant a traffic signal, then no improvements are needed.
Lafayette/Parker	Overhead RRFB
Monroe/Cabrillo	RRFB
Monroe/Warburton	RRFB

- 7) Perform a lighting study at recommended luminaire locations.
- 8) Provide recommendations for pavement rehabilitation.

- a. Investigation of as-builts (as-available) or other available records to determine existing pavement sections.

- b. Pavement Coring in an adequate quantity and at locations adequate to ascertain existing asphalt thicknesses for use in pavement design, and presence/absence of paving fabrics. City's desire is that streets to receive a resurfacing treatment would have coring performed, and streets to receive seals do not require coring but it is desirable to confirm depths of digouts. The number of cores would be as proposed by Consultant to support its design approach.
 - c. Field review and marking of failed/digout areas on the ground and information transferred to be displayed on plans.
 - d. Identification of all surface utilities and monuments in the field and displaying and their respective work on the plans.
 - e. Utility record research to identify existence of utilities within the roadbed and potential for vertical conflicts against the selected pavement treatment. Display of existing underground utilities on the plans is not considered as necessary, however all surface features (e.g. valve boxes, manhole covers, vaults, etc) should be displayed on plans. Consultant will also be responsible for accurately identifying ownership of each surface feature for City's use in determining liabilities and noticing for adjustment. Consultant should assume preparing exhibits for City's use in providing adjustment notices to 3rd party entities.
 - f. Pedestrian street crossing cross slopes: It is the City's practice that with resurfacing projects to investigate the slopes of pedestrian street crossings against accessibility standards and to implement improvements to the Maximum Extent Feasible (MEF) through the resurfacing. Consultant will be expected to continue this practice under this Project.
- 9) Provide traffic signal design for new traffic signal systems and modified signal systems.
- a. Consultant will be expected to perform both record investigations of as-built drawings (as-available) and field investigations of signals to accurately identify existing conditions and equipment. It is anticipated that elements of construction work will be recutting of signal detector loops with associated handholes due to the pavement work and any striping shifts, addition of bicycle detector loops including new DLC (if required) to the cabinet, and modifications as needed to accommodate pedestrian push button locations under ADA as related to the geometry and design of curb ramps and pedestrian street crossing geometry.
- 10) Provide fiber interconnect from existing signal cabinets to any new required traffic signal systems.
- 11) BPAC Review: The project is subject to the City's Complete Street Policy which requires that bicycle, pedestrian, and resurfacing projects undergo a complete streets review by the Bicycle and Pedestrian Advisory Committee. Consultant will not be required to attend or present at the meeting, but should support the City in providing information required for BPAC review. Proposers should assume that one (1) review will take place at the 65% to 95% PS&E design milestone.
- 12) The City desires that this project will not be a Regulated Project under the most recent Municipal Regional Permit. The Consultant should recommend pavement treatments and imperious surface replacement that does not trigger the project to become regulated and will be required to perform any necessary calculations.
- 13) Provide licensed survey services for potential easement dedications for GSI facilities in private property. This includes producing the required plat and legal documents that will be

reviewed and coordinated with the City of Santa Clara Land and Property Development Division for recording.

- 14) Signage: On streets that will receive new bicycle striping that is different than existing, Consultants will be expected to investigate existing signs along the corridor and propose modifications or new signs commensurate with the new bike striping. Consultants may assume that signage work can be shown on combined signing/striping plan sheets.
- 15) Provide final recommendations for pedestrian safety enhancements and traffic calming measures based on the OBAG grant application and proposed project layout plans.
- 16) Grading and drainage plans for bulb-out designs.
- 17) Field work collecting, confirming, and documenting all existing conditions that may impact project design.
- 18) Field investigation shall also include checking on the extent of the DMA delineations, including identifying possible surface runoff contributing areas such as driveways, roofs, and inlets related to private property drainage systems that could affect the size of the DMAs and concurrent sizing of the proposed GSI measures.
- 19) Plans showing all existing underground facilities including to but not limited to storm drain facilities, sanitary sewer facilities, overhead and underground electrical, domestic and recycle water facilities, gas mains and laterals, private communication facilities, fiber, and any other utility lines identified by outside utility companies and city internal departments.
 - a. The City recommends Proposers include services as Optional Tasks for potholing to accommodate any needs for positive underground locating for depths of utilities where conflicts may become apparent based on the proposed work and presence of utilities.
- 20) Utility Adjustments: The City currently adjust its city-owned utilities (storm, sanitary sewer, and water) through the construction contract, including on slurry seal streets where utilities may remain low due to multiple slurry seals over the years. Consultant shall assume reviewing and identifying all low utilities to be adjusted. Non-city owned utilities shall also be identified with notifications to utility owners to perform the work.
- 21) Environmental Review: The project is assumed to need environmental review and clearance under applicable NEPA and CEQA requirements per Caltrans Local Assistance Procedure Manual (LAPM) prior to detailed design.
- 22) Plans showing all existing structures in public right-of-way and within close proximity to the proposed limit of work
- 23) Signage: On streets that will receive new bicycle striping that is different than existing, Consultants will be expected to investigate existing signs along the corridor and propose modifications or new signs commensurate with the new bike striping. Consultants may assume that signage work can be shown on combined signing/striping plan sheets.

- 24) Plans showing all landscaping, trees, and irrigation pipes and valve covers
- 25) Plans showing landscaping details including irrigation controls and radio communications for Street Division maintenance and operation of GSI facility.
- 26) Obtain all applicable permits including Caltrans permits and City of Santa Clara Building Permits.
- 27) Agency Coordination:
 - a. Caltrans ROW: El Camino Real is a Caltrans facility. Work at Lincoln Avenue and El Camino Real may impact Caltrans right-of-way. Proposers should assume obtaining an encroachment permit from Caltrans for the work and performing all documents as necessary to obtain the permit. Applicable documents may include but are not limited to: ADA certification, EP Application and Checklist.
 - b. OBAG Funding requirements: This Projects is funded by OBAG Cycle 3 funding and will need adhere to the Caltrans Local Assistance Project Delivery Policies and Procedures. VTA requires notification of the Field Review schedule. Information can be found at the Caltrans website, <https://dot.ca.gov/programs/localassistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>

Additional OBAG 3 program information can be found at, <https://mtc.ca.gov/funding/federal-funding/federal-highway-administration-grants/onebay-area-grant-obag-3>
- 28) Lessons learned from previous similar projects that were incorporated into current Project.
- 29) Show existing right of way line and roadway striping on the project plan. Show existing fence line, concrete sidewalk and back of walk, or any special features that may affect constructability.

Below are minimum requirements/understanding for the consultant to prepare project plans and specifications:

- 1) Field work collecting, confirming, and documenting all existing conditions that may impact project design.
- 2) Field investigation shall also include checking on the extent of the DMA delineations, including identifying possible surface runoff contributing areas such as driveways, roofs, and inlets related to private property drainage systems that could affect the size of the DMAs and concurrent sizing of the proposed GSI measures.
- 3) Plans showing all existing underground facilities including to but not limited to storm drain facilities, sanitary sewer facilities, overhead and underground electrical, domestic and recycle water facilities, gas mains and laterals, private communication facilities, fiber, and any other utility lines identified by outside utility companies and city internal departments

- 4) Plans showing all existing structures in public right-of-way and within close proximity to the proposed limit of work
- 5) Plans showing all landscaping, trees, and irrigation pipes and valve covers
- 6) Plans showing landscaping details including irrigation controls and radio communications for Street Division maintenance and operation of GSI facility.
- 7) Include any pothole data obtained to confirm potential utility conflicts and ideal locations for bioretention facilities.
- 8) Lessons learned from previous similar projects that were incorporated into current Project.
- 9) Show existing right of way line and roadway striping on the project plan. Show existing fence line, concrete sidewalk and back of walk, or any special features that may affect constructability.

IV. RESPONSIBILITIES OF CITY

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

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

Besides the above, the CITY will work closely with the consultant to provide any other data or records, as available and necessary for the work involved.

The Basic Scope of Services includes all professional services required to prepare construction bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding of the Project.

V. REQUIRED SERVICES

PROJECT MANAGEMENT

CONSULTANT shall:

PM.1 Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.

PM.2 Any field work that involves subsurface excavation and/or coring, CONSULTANT is required to submit plan of work to the CITY for review and approval prior to proceeding.

PM.3 Organize and attend project meetings with the CITY to discuss project progress, decisions, and direction, and to coordinate activities. Meetings shall be held at key project

milestones and shall include, but are not limited to:

PM.3.1 Kick-off Meeting

PM.3.2 Schematic Design Review Meeting

PM.3.3 65% Design Review Meeting

PM.3.4 95% Design Review Meeting

PM.3.5 Various construction meetings

PM.3.6 Punch list/Project acceptance Meeting

PM.4 Coordinate with CITY, design team members, subconsultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for Project deliverables.

PM.5 Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the Project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.

PM.6 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. 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.

PM.7 Provide monthly progress reports.

PM.8 Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.

PM.9 Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow up. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.

PM.10 Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.

PM.11 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.

PM.12 CONSULTANT's fees for responsibilities related to Project Management shall be included in Tasks 1 through 9 identified below.

PM Deliverables:

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

Task 1: Preliminary Engineering/Evaluation

- 1.1. Attend Project Kick-Off Meeting and provide meeting minutes for the CITY to review and approve.
- 1.2. Perform all necessary assessment and investigations to determine the existing conditions and propose recommendations to CITY for the improvements. Contact all regulatory agencies that will affect the proposed works to determine applicable codes and ordinances. Perform site visit to areas with new luminaires installation noted along Warburton Avenue, Lincoln Street, and intersection with RRFBs and potential signal installations.
 - 1.2.1. **Photometric Analysis** - Perform photometric analysis for existing lighting levels along with proposed lighting. The photometric analysis will identify foot candles for intersection area covered and will help identify the recommended wattage requirements for new lighting fixtures
 - 1.2.2. **Traffic Signal Warrants** - In order to perform warrant analysis, turning movement counts and Average Daily Traffic (ADT) will be collected for the following locations; Scott Boulevard/Cabrillo Avenue, Scott Boulevard/Bray Avenue, and Lafayette Street/Reeve Street. Once data is collected, perform warrant analysis for intersection and provide findings to the CITY for review and approval
 - 1.2.3. **Parking Evaluation** - Evaluate the existing on-street parking and identify the removal of parking impacts due to the project improvements. This parking evaluation will consist of an exhibit outlining the contiguous lengths of parking removal and estimated count of parking spots removed.
 - 1.2.4. **Pavement Exploration** - Field review and marking of failed/dig out areas on the ground. This information will be transferred to be displayed on the plans.
 - 1.2.5. **Surface Utilities/Monuments** - Field review and identification of all surface utilities, monuments, valve boxes, manhole covers, vaults, etc. This information will be transferred to be displayed on the plans.
- 1.3. Review all necessary as-builts to understanding existing condition in order to prevent utility conflicts and changes during construction. Review street lighting as-builts for areas with new luminaires installation noted along Warburton Avenue, Lincoln Street, and

intersection with RRFBs and potential signal installations.

- 1.4. Meet with CITY staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, structural, and electrical design. This includes one (1) field meeting to review existing irrigation and locations of green stormwater infrastructure with CITY staff. Additionally, we anticipate two (2) field meetings to review locations for traffic signal upgrades, new traffic signal locations and RRFB locations.
- 1.5. Perform needed topographic survey for existing site, plans, layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the design plans. Determine existing drainage paths including high and low elevation points from topographic survey. CONSULTANT will obtain an aerial topo for the project site and supplement this with field topographic survey of the proposed curb ramp and traffic signal equipment locations. The field survey will locate existing features, including, but not limited to, curb ramps, curbs and gutters, trees, utilities, fences, pavement, drainage structures, trees, monuments, street signs, and other features required to design the Project. In addition, the field survey will identify pedestrian street crossing slopes, which we be used to evaluate against ADA standards. As part of the survey services, CONSULTANT will provide easement dedications documents for the proposed GSI facilities for up to one (1) location, which includes providing the legal documents that will be reviewed and coordinated with the City of Santa Clara Land and Property Development Division for recording.
- 1.6. Complete the CEQA requirements to satisfy the environmental requirements as detailed in the Caltrans Local Assistance Procedure Manual (LAPM).
 - 1.6.1. **General** - The stormwater treatment component is not receiving federal funding; therefore, only CEQA compliance is necessary. The City of Santa Clara will be the CEQA lead agency. DJP&A proposes to prepare a CEQA Categorical Exemption under Section 15304 Minor Alterations to Land for the stormwater treatment component. As part of this work, CONSULTANT will complete a record search, Sacred Lands File Search, and prepare an Archaeological Sensitivity Assessment. This assessment will be used to support the CE finding that the project would not in a substantial adverse change in the significance of a historical resource. DJP&A will prepare a memo documenting that the project meets all the qualifications for the CEQA Categorical Exemption and the Notice of Exemption (NOE). DJP&A will submit the memo and NOE to City staff for one round of review. After project approval, DJP&A will file NOE at the County Clerk and State Clearinghouse.
 - 1.6.2. **California Environmental Quality Act Environmental Review** - The City of Santa Clara will be the CEQA lead agency. Given the nature of the proposed bicycle and pedestrian improvements, we believe the project would qualify for a CEQA Statutory Exemption. Preliminary review indicates the Project is "Pedestrian and bicycle facilities that improve safety, access, or mobility, including new facilities, within the public right-of-way" as defined under Public Resources Code 21080.25(b)(1) and, therefore, would be statutorily exempt from CEQA. DJP&A will prepare a memo documenting that the project meets all the qualifications for the CEQA Statutory Exemption and the NOE. DJP&A will submit the memo and NOE to City staff for one round of review. After project approval, DJP&A will file the NOE at the County Clerk and State Clearinghouse.
 - 1.6.3. **National Environmental Protection Act** - Caltrans (Office of Local Assistance) will be the NEPA lead agency. As described below, DJP&A will complete the Caltrans Office of Local Assistance PES/Field Review process and prepare the

supporting documentation necessary for Caltrans to issue a NEPA Categorical Exclusion for the project.

DJP&A will work with the project team to develop a project description for submittal to Caltrans. DJP&A will prepare the Caltrans' Preliminary Environmental Study (PES) form and attend one formal Caltrans Field Review for the proposed project. The PES form will include the visual impact questionnaire, United States Fish and Wildlife Service (USFWS) list of federally listed species, Federal Emergency Management Agency (FEMA) floodplain maps, and hazardous materials database mapping.

Based on our recent experience working on Caltrans Local Assistance Projects in District 4, we believe Caltrans will require the following documentation:

- Air Quality – PM 2.5 Email from MTC
- Cultural Resources – Area of Potential Effects (APE), Archaeological Survey Report (ASR), and Historic Properties Survey Report (HPSR)
- Signed letter from City confirming implementation of the mitigation commitments recommended by Caltrans.

The Metropolitan Transportation Commission (MTC) air quality conformity questionnaire will be completed by the City/project engineer and submitted to MTC Air Quality Conformity Task Force.

Archaeological/Historical Consultants (A/HC), under contract with DJP&A, will prepare the APE map, ASR, and HPSR. The cultural resources reports will be prepared based on the Caltrans' SER and submitted to the CITY for review, revised once, and then submitted back to the CITY for submittal to Caltrans. This scope does not include subsurface archaeological resource testing. If based on the findings of the ASR, Caltrans determines subsurface archaeological resource testing (i.e., XPI Proposal and XPI Testing) is necessary, these studies could be provided as an optional service (see optional Task 11 information below).

After Caltrans receives the mitigation commitment letter from the CITY and PM 2.5 Email from MTC and the cultural resources reports are deemed complete, Caltrans will issue the NEPA Categorical Exclusion for use by the City in obtaining federal funding.

- 1.6.4. Meeting Attendance** - This scope includes attendance at the Caltrans Field Review (see above) and up to three meetings with the project team during completion of the above-described tasks. The scope also includes A/HC attendance at up to three Native American consultation meetings. This scope does not include public hearing or scoping meeting attendance.

- 1.7.** CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft of 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. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, to identify existence of utilities within the roadbed and potential for vertical conflicts against the selected pavement treatment, and to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

- 1.8.** All data collected from the field shall be provided to the CITY for records. Prior to performing data collection, CONSULTANT shall provide a work plan to the CITY

for review and approval. No work shall be performed unless authorized by the CITY. After compiling information related to the project, CONSULTANT will provide a confirmation of concept plan to the CITY for review and confirmation of proposed improvements prior to proceeding with 65% design.

- 1.9. Provide C.3 calculations and method used to determine bioretention sizing. Provide technical specifications. C.3 Calculations will be per the latest approved Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP). Recommendations will be summarized in a Stormwater Treatment Design Criteria Memo. CONSULTANT will include an operations plan and maintenance plan to be accepted by the City.
- 1.10. Geotechnical engineering for soil characterization and pavement characteristics shall include the following:
 - 1.10.1. **Exploratory Borings** - CONSULTANT will drill, log, and sample 12 exploratory borings using conventional truck-mounted, hollow-stem drilling equipment. Site access will be provided for us. Our conventional borings will extend to depths of approximately 2 to 6 feet below the existing AC pavement or practical drilling refusal. Practical refusal can be due to obstructions, very dense soil condition, and/or equipment limitation. We will collect soil samples from our borings for visual classification and laboratory testing.
 - 1.10.2. **Utility Clearance** - CONSULTANT will mark out boring locations at least two working days prior to beginning our explorations as required by law, and notify the regional utility notification center – Underground Service Alert (USA), and you, so that public and private utilities can be identified and marked at the ground surface. Where practical we will mark our locations in white paint, or otherwise designate our exploration locations, as requested by USA. Utility operators/owners are required by law to mark their utilities at the ground surface prior to the start of work. To reduce the risk of damaging unidentified underground utilities during drilling, we will also contract with a private utility locator to screen our exploration locations for utilities. We are not responsible for damage to utilities that are not clearly identified. We also request that you forward a copy of utility location plans or drawings, if available, to aid in determining our exploration locations.
 - 1.10.3. **Permits, Site Access, and Disposal of Drill Spoils** - The work is being performed for the City of Santa Clara. As noted in the RFP, we will obtain and encroachment permit with the city. However, we understand various fees associated with street closure, bonds, and encroachment permits will be waived by the CITY.

Locations of explorations will be backfilled with cement grout and top with dyed concrete to match.

CONSULTANT assumes clear site access will be provided for our equipment at the time of drilling. Exploration equipment is typically heavy, and drilling is a destructive process that disturbs surface soils and other improvements. For this proposal, site restoration is limited to general clean-up and does not include the restoration of the site to its original conditions including AC hot or cold patch.

During site exploration, spoils generated will be stored in 55-gallon drums for laboratory testing and offsite disposal. Testing and disposal of excess soil

cuttings is provided as a separate line in Table 1 for your planning.

1.10.4. Traffic Control - Included in this scope of work is the approximate cost to provide full traffic control for this work. The cost shown is for a full 8-hour workday, Monday through Friday during normal work hours, including lane closure, as needed, and signage. CONSULTANT will work with the City to assist in the preparation of a basic traffic control plan, if required. Our traffic control plan is not intended to meet Caltrans' requirements. CONSULTANT has estimated a total of three (3) days for the exploration and testing.

1.10.5. Environmental Conditions - If environmental contamination or other specific conditions exist at the site, please notify us prior to exploration so that we can take the proper health and safety precautions during our exploration of the site. This proposal specifically excludes the assessment of environmental characteristics at the site, particularly those involving hazardous substances. If obviously impacted materials are encountered during our geotechnical exploration, we will discontinue our work and notify you of the condition encountered. CONSULTANT will proceed with geotechnical scope of work once we mutually agree to do so. Added costs incurred because of suspected hazardous substances will be charged on a time-and-expense basis over and above the established fees for the site investigation.

1.10.6. Laboratory Testing - To evaluate the index and engineering properties of site soils, the following laboratory tests are anticipated:

- In-situ Moisture/Density tests, American Society for Testing and Materials (ASTM) D2937 Test Procedure
- Grain Size Distribution tests, ASTM D1140 and D422
- Atterberg Limit tests, ASTM D4318
- Pavement Resistance, R-Value, Testing, Cal 301 (four tests)
- Permeability Tests, ASTM D5084 and/or D2434

1.10.7. Engineering Analysis And Report Preparation - A report will be prepared with our conclusions and recommendations. The report will include the following:

- Site plan showing exploratory boring locations
- Logs of exploratory borings, including depth to ground water
- Laboratory test results
- A detailed discussion of our findings and recommendations, including:
 - Site conditions
 - Subsurface conditions
 - Soil hydraulic conductivity
 - Site preparation and earthwork recommendations
 - Temporary shoring design parameters
 - Flexible asphalt and rigid concrete pavement recommendations

1.11. CONSULTANT will perform the following as part of the Agency Coordination and Permitting:

1.11.1. Caltrans Encroachment Permit – Since El Camino Real is a Caltrans facility,

work at the Lincoln Avenue and El Camino Real may impact Caltrans ROW, and we assume a Caltrans encroachment permit will be required. CONSULTANT will prepare and submit required documents to obtain a standard encroachment permit from Caltrans. It is assumed by the CONSULTANT that Caltrans will allow the project to be processed through the encroachment permit office process (EPOP) with a permit application review and that design engineering evaluation report (DEER) or a PSR-PDS will not be required by Caltrans. CONSULTANT assumes that the Caltrans Encroachment Permit will be straightforward (under \$1M) and no Design Standard Decision Documentation (DSDD) will need to be prepared for the project.

1.11.2. Federal Aid Documentation - CONSULTANT will provide support to the City in preparing and submitting accurate and complete documentation in support of the OBAG 3 Federal grant for construction. BKF assumes that all work will be within the public right of way.

1.11.3. Caltrans Construction Authorization - CONSULTANT will coordinate the E-76 request for Construction Authorization for the Project. CONSULTANT will be the lead in preparing all documentation for CITY review, and the CITY will submit documentation to Caltrans. This includes

- Preparation of the Preliminary Environmental Study (PES) documents (LAPM Chapter 6)
- Preparation of the Field Review forms (LAPM Chapter 7)
- Calculation of the DBE goal (LAPM Chapter 9)
- Preparation of the PS&E certification and checklist (LAPM Chapter 12)
- ROW Certifications (LAPM Chapter 13)
- Preparation of the RFA package

Task 1 Deliverables – Electronic format:

1. Preliminary plans – One (1) PDF
2. Conceptual Layout, Signal/RRFB, Signing and Striping Plans
3. Preliminary cost estimate – One (1) PDF
4. Project schedule – One (1) PDF
5. Field notes and photographs
6. Photometric Analysis (Lighting Study)
7. Signal Warrant Analysis Findings
8. Parking Study Findings
9. C.3 calculations and method used to determine bioretention sizing in a Stormwater Treatment Design Criteria memo.
10. Plat and Legal Description Easement Dedication
11. E76 Forms

Task 2: 65% Construction Documents

Plans shall be drawn to scale, on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum, conforming to CITY's Design Criteria. Plans are to be drawn by AutoCAD 2021 or earlier versions, using CITY-provided standard AutoCAD template with background layout from Consultant's topographic survey.

- 2.1. Prepare 65% construction documents and supporting information for the CITY's review. Consultants shall follow CITY's Design Criteria and plan format to prepare 65% Plans and supporting information for the CITY's review. In addition to the cover page, notes, key map and typical sections, CONSULTANT anticipates the following plans with details of major design components will be prepared for the 65% submittal:

Layout plan will identify all major construction features including curb ramp and sidewalk construction, edge conditions, dig outs, and intersection conforms. Layout plans will also identify proposed pavement rehabilitation methods and itemize irons to be adjusted to grade within the pavement resurfacing areas.

Traffic signal installation/modification and RRFBs installation plans for seven intersections will be prepared as listed below:

- Scott Boulevard and Cabrillo Avenue;
- Scott Boulevard and Royal Avenue;
- Scott Boulevard and Warburton Avenue;
- Scott Boulevard and Bray Avenue;
- Monroe Street and Cabrillo Avenue;
- Monroe Street and Warburton Avenue;
- Lafayette Street and Parker Court;

Depending on the outcome of the signal warrant study, signal modification plans could also be prepared for the following location as an optional service (see optional Task 10 information below):

- Lafayette Street and Reeve Street;

The plans will include base layouts showing controllers, service enclosures, poles, pull boxes, signals, detection systems, conduits, and conductors. Plans will be drawn at 1"=20' scale, using Caltrans and City of Santa Clara standards, and will include conduit/wiring and pole/equipment schedules. BKF will work closely with SVP to incorporate new service point into the traffic signal plans. SVP developer work drawings will be required for new and modified traffic signal systems and will need to be designed by CONSULTANT and reviewed and approved by SVP. The SVP developer work drawings approval process requires the CONSULTANT to coordinate with the Public Works project manager and SVP electric department to submit each submittal of electrical drawings separate from the civil utility plans.

RRFBs are assumed to be solar-powered per RFP Q&A. CONSULTANT also assumes the CITY will provide existing as-builts, and signal timing is excluded from the scope.

Signing and striping plan along Warburton Ave and Lincoln St based on the proposed geometry and the RFP will be prepared. The plan will be drafted at a scale of 1"=40' to ensure clarity. All signage will follow the California MUTCD 2014, Revision 9, and all striping will conform to the latest 2024 Caltrans Standard Plans, as well as applicable standards from Caltrans and the City of Santa Clara.

BKF will also incorporate the latest plans from Scott Boulevard and the approved plans

from Lafayette Street into the current project design to ensure seamless coordination between multiple projects.

Traffic control plans for the proposed off-site civil improvements, including pavement reconstruction, and utility installations will be prepared. The traffic control plans will be prepared at a scale of 1" = 40' to ensure clarity. All signage will conform to the CA MUTCD 2014, Revision 9. CONSULTANT assumes that traffic signal-related construction and street resurfacing (i.e. grind & overlay, micro-surfacing, and slurry seal) will be provided by the respective Contractors and is therefore excluded from this scope.

Based on our experience collaborating with the City of Santa Clara, we have identified the need for traffic control design services as outlined below:

- Preparing detailed traffic handling plans for the proposed off-site civil improvements, including pavement reconstruction, and utilities installations
- Applying traffic control design per CA MUTCD, City of Santa Clara requirements, and Caltrans standards
- Maintaining of vehicular, transit, bicycle, and pedestrian traffic throughout construction, including ingress/egress for properties (driveways) and businesses
- Minimizing impact to the traveling public and ensuring adequate circulation for local traffic, delivery trucks, buses, and emergency vehicles

Planting and irrigation plans will be prepared by CONSULTANT that will include point of connections, new equipment or upgrades as required, mainline routing and the associated city standard irrigation details. Planting design and plant palette shall conform to the existing plant palette. City standard planting details will also be included. GSI areas will be coordinated with utilities and drainage infrastructure requirements. CONSULTANT will provide recommendations and design for installation of GSI (bioretention facilities) including:

- Identifying drainage management areas for sizing GSI facility, domestic irrigation water connections,
- Landscape plans that will incorporate recommendations from a City coordinated third-party (SFEI -San Francisco Estuary Institute),
- Low voltage power connection from Silicon Valley Power (SVP) underground street light conduit or overhead electric wire,
- Integration of GSI with proposed pedestrian safety facilities, and
- Public educational permanent signage for at least one GSI facility

Lighting/Electrical Plans with Photometrics will be provided for the street lights affected by the project as well as the proposed crosswalk and signal safety lighting locations.

Interconnect/Fiber Plans will be provided that document the wiring needed for the proposed signal interconnect between existing signal cabinets to the proposed traffic signal systems.

65% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information as relating to proposed improvements such as, but not be limited to, layouts, fence, gate, pedestrian pathway, property lines, site entrance/exist driveway, adjacent streets shall be shown. A list of anticipated design plans are as follows:

- Cover Sheet
- Notes and Legend
- Typical Sections

- Demolition Plan
 - Layout Plan
 - Traffic Signal Installation/Modification Plans
 - RRFB Installation Plans
 - Signing and Striping Plans
 - Street Lighting Design Plans and Detail Sheets
 - Fiber Interconnect Plan Sheets
 - Fiber Interconnect Detail Sheets
 - Fiber Interconnect Splice Diagrams Sheets
 - Traffic Control Plans
 - Planting, Irrigation, and Landscape Plans with equipment legends
 - Construction Details
- 2.2.** Provide modified sections to CITY standard specifications to suit Project. Modified sections include, but not be limited to, general information, summary of work, measurement and payment for bid items, permitting and agency regulatory requirements, etc.
- 2.3.** Prepare project estimate that includes an itemized list of bid items. The Project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. CONSULTANT shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The CONSULTANT shall provide the assumptions and supporting documents used to prepare the estimate. The Project estimate shall consider the following factors:
- Recent similar projects bided in the Bay Area, especially in the South Bay
 - Current economic trend
 - When the Project will be bided
 - When construction will occur
 - The risks that contractors need to consider for the Project
- 2.4.** Develop Project schedule. Schedule shall include all needed times to complete all tasks, including CITY's review times, permitting process, and construction period. A preliminary schedule is included in this proposal.
- 2.5.** Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the CITY as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 2.6.1.** CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.
- 2.6.2.** CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 65% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments.

- 2.6. Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 2.7. CONSULTANT is required to coordinate with Underground Service Alert to mark all locations requiring new signal pole and cabinet foundations. All potential utility conflicts shall be discussed with the CITY and coordinated with each respective utility agency to clear all conflicts. The project plan shall clearly identify all existing utilities that will be and potentially be impacted during construction. Under this requirements, it is assumed by CONSULTANT that at least 1 pothole per cabinet location will be authorized by the CITY. USA will not call in markings unless the is field work (digging) involved.

Task 2 Deliverables – Electronic format:

1. 65% Plans – One (1) PDF and one (1) AutoCAD file.
2. 65% Specifications – One (1) PDF and one (1) Microsoft Word file.
3. 65% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
4. SVP Developer Work Drawings
5. Project schedule – One (1) PDF and one (1) Microsoft Project file.
6. Quality control checklist for 65% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
7. Miscellaneous Project information (as requested).
8. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
9. Required information to the City's Project Specific Specification Book

Task 3: 95% Construction Documents

Based on CITY's comments and direction on the 65% PS&E, CONSULTANT shall revise the 65% PS&E to produce the 95% PS&E. Consultant shall:

- 3.1. Prepare 95% construction documents and supporting information for the City's review and approval. CONSULTANT shall update the plans from 65% submittal. Construction details of proposed improvements shall be included in the 95% Plans.
- 3.2. Provide technical specifications. Provide modified sections to City standard specifications to suit Project. Modified sections include, but not be limited to, general information, summary of work, measurement and payment for bid items, permitting and agency regulatory requirements, etc.
 - 3.2.1. Provide required information to the City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for CITY's frontend specifications shall include, but not be limited to, the followings:
 - Description of work – summary only
 - Type of Contractor's License required
 - Construction Duration for substantial completion and final completion
 - Bid schedule without engineer's estimate in excel spreadsheet
 - Bid schedule with engineer's estimate in excel spreadsheet
 - Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for similar work and contract values)
 - Identification of any changes to the City's standard specifications that are required

- 3.3. Prepare an updated engineering cost estimate.
- 3.4. Prepare an updated project schedule.
- 3.5. Meet with CITY staff, as needed, to review CITY comments on 95% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate CITY comments.
 - 3.5.1. CONSULTANT assumes one (1) coordination meeting with City staff for resolution of comments.
 - 3.5.2. Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
 - 3.5.3. Provide written response matrix to City's comments on 65% PS&E.
- 3.6. Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

Task 3 Deliverables – Electronic format:

1. 95% Plans – One (1) PDF and one (1) AutoCAD file.
2. 95% Specifications – one (1) PDF and one (1) Microsoft Word file.
3. SVP Developer Work Drawings
4. Structural Calculations (if required) – One (1) PDF.
5. 95% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
6. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
7. Quality control checklist for 95% design submittal.
8. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file

Task 4: 100% Construction Documents

Based on CITY's comments and direction on the 95% PS&E, CONSULTANT shall revise the 95% PS&E to produce the 100% PS&E. CONSULTANT shall:

- 4.1. Prepare 100% construction documents and supporting documents.
 - 4.1.1. Phase percentage statement such as "100% Plans. Not for Construction" shall be removed from the 100% Plans and each sheet of the plans set shall be stamped and signed by the CONSULTANT's Engineer of appropriate discipline.
- 4.2. Specifications shall be stamped and signed (on Document 00030 – Seal) by CONSULTANT's Project Engineer.
- 4.3. Prepare an updated Engineering Cost Estimate with backups and justifications for unit pricing.
- 4.4. Prepare an updated Project Schedule.
- 4.5. Meet with CITY staffs as needed to review CITY comments on 100% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate CITY comments.
 - 4.5.1. CONSULTANT assumes one (1) coordination meeting with CITY staff for resolution of comments.
 - 4.5.2. Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the CITY as deemed necessary to efficiently complete this phase of the design in a timely manner.

- 4.5.3.** Provide written response matrix to CITY's comments on 95% PS&E.
- 4.6.** 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal.
- A statement to indicate Peer Review has been performed and name, signature, and title of the Engineer who performed it shall be added to the Plans Cover Sheet.
- Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer.
- "The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional landscape architect with expertise and experience in the appropriate fields of landscaping equal to or greater than the Architect of Record, and that appropriate corrections have been made."
- 4.7.** 100% plans will be submitted to the Building Division for review in order to obtain a building permit for new electrical meters and for bioretention on City owned parcel, if applicable.
- 4.7.1.** Prepare and submit Special Inspection Form for the Project, if applicable.
- 4.8.** Provide Documents for City's PS&E approval process. Required documents are, but not be limited to, engineer's estimate using the schedule of quantities format, recent similar project bid summaries to validate engineer's estimate, consultant Peer Review Certification, consultant Lessons Learned from other similar projects that were applied to this Project.
- 4.9.** The CITY shall review the 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and Project bid and construction schedule) to ensure that all comments and issues have been rectified.
- 4.10.** Provide list of potential bidders including company name, email address, contact number, and address of business.

Task 4 Deliverables – Electronic format:

1. 100% Plans– One (1) PDF and one (1) AutoCAD file.
2. 100% Specifications– One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
3. Plat and Legal for GSI easement
4. Structural Calculations (if required) – One (1) PDF
5. Certification of Peer Review – One (1) PDF
6. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
8. Quality control checklist for 100% design submittal.
9. Special Inspection Form – One (1) PDF
10. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project Schedule

Task 5: Bid Documents

The Bid Documents shall incorporate all comments from the City including comments from Public Works, Sewer and Water, SVP, and any other stakeholders that are involved in the Project. Based on CITY's comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. CONSULTANT shall:

- 5.1.** Incorporate City review comments of 100% PS&E into Bid Documents.
- 5.2.** Prepare building permit resubmittal package incorporating comments and instructions

from the building division.

5.3. Prepare Bid Documents (P&S).

5.3.1. CONSULTANT assumes one (1) coordination meeting with City staff for resolution of comments.

5.3.2 Bid Plans shall be wet stamped and signed by the CONSULTANT's Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-size sheets.

5.3.3. Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.

5.3.4. Final Engineer's Estimate

5.4. Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 5 Deliverables – Electronic format:

1. Bid Plans – One (1) PDF of wet-signed/stamped, D-size and one (1) AutoCAD file.
2. Bid Specifications – One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
3. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
4. Quality control checklist for bit set submittal.
5. Special Inspection Form
6. List of potential contractors with detailed information, which include emails, phone numbers, address, and contact name.

Task 6: Bid and Award Phase Assistance

CONSULTANT shall provide assistance to the CITY during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist the City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested.

Consultant shall:

- 6.1.** Attend and conduct one Pre-Bid Conference/Site Visit.
- 6.2.** Assist the CITY with responses to bidder's inquiries through the CITY's Project Manager.
- 6.3.** Assist the CITY with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.
- 6.4.** Assist the City in evaluating bids (if required by the CITY).
- 6.5.** Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract documents (Plans and Specifications) incorporating any and all addenda (if needed).

Task 6 Deliverables – Electronic format:

1. Written response to bidder's inquiries – Signed PDF.
2. Support information for addenda – Signed PDF.
3. Written recommendation letter to award of contract for the Project – Signed PDF.
4. Conformed Set (if needed) – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications.

Task 7: Construction Phase Assistance

CONSULTANT's responsibility to provide basic services for the construction phase under this Agreement commences with the "Notice to Proceed" (NTP) of the contract for construction and terminates on the date the CITY approves the certificate of completion of the Project.

CITY is lead in construction management and administration and CONSULTANT will assist the CITY in providing administration of the contract for construction. Duties, responsibilities and limitation of authority of CONSULTANT shall not be restricted, modified, or extended without written agreement of the CITY.

- 7.1. CONSULTANT shall attend the Pre-construction meeting.
- 7.2. CONSULTANT shall visit the site three times during construction. During these site visits, CONSULTANT shall attend job progress meetings, pre-submittal meetings, pre-installation meeting, and other meetings as required by the CITY. CONSULTANT's structural, civil, and electrical sub-consultants shall visit the site as required when work related to their discipline is in progress.
- 7.3. CONSULTANT shall make construction observation visits throughout the construction phase. CONSULTANT shall issue an observation report after each visit. Assume up to six (6) meetings.
- 7.4. In addition to the construction observation visits, CONSULTANT shall review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. 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. The CONSULTANT will be allowed a maximum of seven (7) calendar days for review of submittals. CONSULTANT's review shall not constitute review of safety precautions or, unless otherwise specifically stated by CONSULTANT, of construction means, methods, techniques, sequences or procedures. CONSULTANT's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, CONSULTANT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract document.
- 7.5. CONSULTANT shall respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. CONSULTANT shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs that impact the Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact the Project schedule.
- 7.6. The CONSULTANT shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by the CITY, CONSULTANT shall review Change Order (CO) pricing and provide written responses for the CITY's review and finalizing said COs.

Task 7 Deliverables – Electronic format:

1. Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions.
2. Signed PDFs of COs' recommendations.
3. Signed PDFs of Field reports by Consultant and sub-consultants.

Task 8: Post-Construction Phase

When requested by the CITY, CONSULTANT shall conduct reviews to assist the CITY to determine the date or dates of Substantial Completion and the date of Final Completion. CONSULTANT's decisions with CITY approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.

- 8.1.1. Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, CONSULTANT shall assist CITY in determining if the Project is ready for the stage of completion requested by the Contractor. CONSULTANT shall provide CITY with a written recommendation.
- 8.2. CONSULTANT shall perform a walk-through of the Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. CONSULTANT shall attend final walk-through of the Project site with the CITY, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.
- 8.3. CONSULTANT shall review Contractor-supplied Operation and Maintenance manuals and Warranties to determine their completeness and compliance with Construction Contract and provide written recommendation for acceptance.
- 8.4. CONSULTANT shall at completion of the Project, provide CITY with one set of reproducible Record Drawings (RDs) on good quality bond paper that reflect the changes to the work during construction based upon marked up prints, drawings and other data furnished by the Contractor and CITY. CONSULTANT shall use the original Title sheet for the RDs set. If CONSULTANT adds additional sheets to the Plans, these shall be properly numbered, properly referenced on other affected drawings and included in the drawing index. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.
 - 8.4.1. Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

Task 8 Deliverables – Electronic format:

1. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.
2. Record Drawings – One (1) PDFs and one (1) AutoCAD files on CD/DVD.

OPTIONAL SERVICES

Task 9: Optional Utility Investigations and Potholing

9.1. Utility Investigations and Potholing

CONSULTANT will prepare a potholing plan and submit it to the CITY for approval. Upon

receiving CITY approval, Consultant will conduct up to fifty (50) potholes to locate existing underground utilities. CITY will provide encroachment permit (no fee) for the field work. Traffic control shall be provided by the CONSULTANT for the field exploration work as per CITY permit conditions. The potholes shall be back filled with cement grout or cold patch AC. The following is included in this task:

- Obtain a City of Santa Clara encroachment permit (assumed no fee).
- Mark out the borings in white paint and call in USA North Utility Notification a minimum of 72 hours before the start of the field work.
- CONSULTANT has outlined a price per pothole.

Deliverables:

1. Potholing Plan
2. Potholing Data (to be included in Utility Plans and Utility Report).

Task 10: Optional Intersection and Signal Improvement Plans for Lafayette/Reeve

10.1. Intersection and Signal Improvement Plans for Lafayette/Reeve

If the City decides to proceed with installation of a signal at the intersection of Lafayette Street and Reeve Street, CONSULTANT will prepare layout plan, traffic signal installation plan, and signing/stripping plan for these improvements. CONSULTANT notes the following design constraints and considerations for this location.

- West leg with the combined driveway for 2 properties will be a challenge for the signal operation design
- Limited space at the southwest and southeast corners may require ROW or easement acquisition
- Concentration of overhead powerlines will present challenges to achieve CITY/IES lighting standard for a signalized intersection
- Limited space at the southwest and southeast corners will require additional coordination with utilities

CONSULTANT notes the following exceptions for this optional service:

- Excludes application fees
- Excludes utility underground design
- Excludes public outreach for the driveways/properties effected
- Excludes traffic operations and simulation studies for the proposed layout

Deliverables:

1. Preliminary, 65%, 95%, .100%, and Bid Plans

Task 11: Optional XPI Testing

11.1. XPI Testing

If Caltrans requires XPI testing, an XPI proposal will be prepared for archaeological testing in the project area's archaeologically sensitive areas. The testing method is assumed to be geoprobes in the sections of the project corridor covered with impervious surfaces and backhoe trenches in accessible areas. This scope assumes 1 week (five days) of testing. Upon Caltrans' approval of the proposal, Extended Phase I testing will be completed, and

the results will be incorporated into the Archaeological Survey Report. If resources are identified during the Extended Phase I investigation, an Assumption of Eligibility, ESA Action Plan, or other Caltrans Section 106 documents may be necessary, and will require an amendment to this scope of work.

ASSUMPTIONS

CONSULTANT's services are limited to those expressly set forth in the scope. For the scope of work and fee identified, we have assumed the following:

1. All permits and fees to be paid by the CITY.
2. Designs will be based on the 2024 Caltrans Standard Plans, Specifications, and Revised Standard Plans.
3. Designs will be based on 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), Revision 9.
4. Arborist report and tree surveys are excluded.
5. Modifying existing irrigation at the adjacent private properties is excluded and is not part of the scope of work.
6. RRFBs are assumed to be solar-powered per RFP Q&A.
7. Survey Services assumptions
 - i. Site Access: CONSULTANT will need to be provided site access, especially to any fenced or restricted access areas.
 - ii. Resolved Boundary Survey: CONSULTANT is excluding a boundary survey.
 - iii. Record (Paper) Boundary: CONSULTANT is excluding providing any record (paper) boundary or easement information.
 - iv. Easements: CONSULTANT is excluding plotting of any record easements.
 - v. Construction Staking: CONSULTANT is excluding any construction staking related services.
 - vi. Easement by Separate Instrument (Plat and Legals): CONSULTANT is excluding the preparation of any easements by separate instrument (plat and legals), except for those listed in the above scope.
 - vii. Record of Survey: As CONSULTANT is not providing any boundary survey, CONSULTANT is excluding the preparation and filing of a Record of Survey.
 - viii. As-Built Survey: CONSULTANT is excluding the preparation of any post-construction/as-built surveys.

8. CONSULTANT assumes the CITY will provide existing as-builts.
9. Signal timing is excluded from the scope.
10. The limit of work is limited to the direct green storm water infrastructure area LQ1-A & B, LQ2, LQ3-A & B, and LQ4 as listed on page 8 and identified in Figure A-2 and A-3 of Attachment (A) of the RFP.
11. The bicycle and pedestrian improvements project involves minor improvements within the existing public right-of-way.
12. The NEPA and CEQA processes will be limited to evaluation of one build alternative.
13. The project will not impact any threatened or endangered plant or animal species, or habitat utilized by such species.
14. No trees will be removed by the project.
15. The bicycle and pedestrian improvements project will be eligible for a Categorical Exclusion (CATEX) under the NEPA.
16. The bicycle and pedestrian improvements project will be eligible for a Statutory Exemption (SE) under CEQA.
17. The green stormwater infrastructure project will be eligible for a Categorical Exemption (CE) under CEQA.
18. The City will be the Lead Agency under CEQA for both the bicycle and pedestrian improvements and green stormwater infrastructure projects.
19. Preparation of the ASR-HPSR will not require additional research to identify resources, an Extended Phase I investigation, Assumption of Eligibility, ESA Action Plan, or other Caltrans Section 106 processes.
20. The City will agree to implement the mitigation commitments recommended by Caltrans.
21. CONSULTANT assumes that one (1) BPAC review will take place at the 65% to 95% PS&E design milestone but CONSULTANT will not be required to attend BPAC meetings.
22. The Caltrans Encroachment permit will be a standard, straight forward permit and that no Design Standard Decision Documentation (DSDD) will need to be prepared for the project..

EXHIBIT B SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$1,220,000. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$183,000. In no event shall the amount billed to CITY by CONSULTANT for services under this Agreement exceed \$1,403,000, subject to budget appropriations.

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

II. BASIC SERVICES

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

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

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

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all Subconsultant costs, reimbursable expenses, and administrative markups. The following table is a summary of the Tasks based upon the Proposal and revised workplan submitted by BKF, and agreed by City and Consultant, incorporated herein by reference.

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

Description of work and task	Cost Estimate
Task No. 1 – Preliminary Engineering/Evaluation	\$295,619
Task No. 2 – 65% Construction Documents	\$203,905
Task No. 2 – 95% Construction Documents	\$150,913
Task No. 4 – 100% Construction Documents Package	\$115,477
Task No. 5 – Final Bid Documents	\$58,374
Task No. 6 – Bid and Award Phase Assistance	\$24,056
Task No. 7 – Construction Phase Assistance	\$58,500
Task No. 8 – Post-Construction Phase	\$25,021
Task No. 9 - Optional Services: Pothole	\$145,010
Task No. 10 - Optional Services: Signal Design (Lafayette & Reeve)	\$79,820
Task No. 11 - Optional Services: XPI Testing	\$63,305
TOTAL	\$1,220,000

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed one million two hundred twenty thousand dollars.(\$1,220,000), subject to budget appropriations.

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not be allowed to be billed to the Project and all costs are covered under Basis Services.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$183,000 without approval by the City.

V. RATE SCHEDULE

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

Rates by classification are listed below. No adjustment to the rates will be allowed during the first two years of the term of this Agreement and annual adjustments based on CPI may be proposed until the end of the term of this Agreement. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

**City of Santa Clara - Central Santa Clara Bicycle and Pedestrian Improvement Project
BKF Engineers Professional Services Rate Schedule**

CLASSIFICATION	RATE
PROJECT MANAGEMENT	
Principal in Charge	\$ 355.00
Senior Project Executive	\$ 330.00
Project Executive	\$ 320.00
Senior Project Manager Senior Technical Manager	\$ 315.00
Project Manager Technical Manager	\$ 310.00
Engineering Manager Surveying Manager Planning Manager	\$ 285.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$ 265.00
Project Engineer Project Surveyor Project Planner	\$ 235.00
Design Engineer Staff Surveyor Staff Planner	\$ 205.00
BIM Specialist I	\$ 200.00
BIM Specialist II	\$ 230.00
BIM Specialist III	\$ 260.00
Technician I	\$ 190.00
Technician II	\$ 200.00
Technician III	\$ 220.00
Technician IV	\$ 240.00
Technician V	\$ 255.00
Drafter I	\$ 150.00
Drafter II	\$ 165.00
Drafter III	\$ 180.00
Drafter IV	\$ 195.00
Engineering Assistant Surveying Assistant Planning Assistant	\$ 125.00
FIELD SURVEYING	
Survey Party Chief	\$ 260.00
Instrument Person	\$ 225.00
Survey Chainperson	\$ 170.00
Utility Locator I	\$ 135.00
Utility Locator II	\$ 190.00
Utility Locator III	\$ 230.00
Utility Locator IV	\$ 260.00
Apprentice I	\$ 105.00

**City of Santa Clara - Central Santa Clara Bicycle and Pedestrian Improvement Project
BKF Engineers Professional Services Rate Schedule**

CLASSIFICATION	RATE
Apprentice II	\$ 140.00
Apprentice III	\$ 155.00
Apprentice IV	\$ 165.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$ 340.00
Senior Construction Administrator	\$ 300.00
Resident Engineer	\$ 220.00
Field Engineer I, II, III, IV	\$ 200.00
Field Engineer I, II, III, IV	\$ 230.00
Field Engineer I, II, III, IV	\$ 260.00
Field Engineer I, II, III, IV	\$ 280.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$ 245.00
Funding Strategies Manager	\$ 225.00
Funding/Research Analyst I, II, III, IV	\$ 155.00
Funding/Research Analyst I, II, III, IV	\$ 175.00
Funding/Research Analyst I, II, III, IV	\$ 190.00
Funding/Research Analyst I, II, III, IV	\$ 205.00
PROJECT ADMINISTRATION	
Project Coordinator	\$ 170.00
Senior Project Assistant	\$ 145.00
Project Assistant	\$ 130.00
Clerical Administrative Assistant	\$ 110.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous

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

C. WORKERS' COMPENSATION

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

considered excess insurance only and shall not be called upon to contribute with CONSULTANT's insurance.

3. Cancellation.

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

CONSULTANT and CITY agree as follows:

1. CONSULTANT agrees to ensure that SUBCONSULTANT'S, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by CONSULTANT, provide the same minimum insurance coverage required of CONSULTANT, except as with respect to limits. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. CONSULTANT agrees that upon request by CITY, all agreements with, and insurance compliance documents provided by, such SUBCONSULTANT'S and others engaged in the project will be submitted to CITY for review.
2. CONSULTANT agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or CONSULTANT for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.

City of Santa Clara Public Works Department

P.O. Box 100085 – S2

Duluth, GA 30096

or

1 Ebix Way

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

EXHIBIT 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 MILESTONE SCHEDULE

<u>TASK*</u>	<u>DURATION</u>
Preliminary Evaluation/Engineering**	10 weeks
65% PS&E & Review	16 weeks
95% PS&E & Review	14 weeks
100% PS&E & Review	12 weeks
Bid Package Submittal	6 weeks
Bid Approval, Opening, and Review	8 weeks
Construction	52 weeks

*Some Tasks will run concurrently with others. Durations assume 4 weeks for City Review period.

**Duration for Task 1 is based on topography services, as-built research/base mapping, data collection, and conceptual plan evaluation only. Excludes scope items that will run concurrently with other Tasks such as meetings, CEQA permitting, Agency Coordination, Geotechnical Evaluation, etc.

EXHIBIT F PROJECT MANAGEMENT SOFTWARE

ELECTRONIC DATA REQUIREMENTS

General Requirements:

- a. Lead CONSULTANT and Sub-CONSULTANT'S shall provide at a minimum, the following to its staff:
 - i. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - ii. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
 - iii. **Web Browser:** Microsoft Internet Explorer 9
 - iv. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
 - v. **Scheduling Software:** Microsoft Project or Primavera
 - vi. **Internet Service Provider:** A reliable ISP in the area of the Project
 - vii. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream
- b. Lead CONSULTANT and Sub-CONSULTANT'S shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis.

Project Web Requirements:

- a. This project will utilize a web based project management tool called e-Builder Enterprise™. This web based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.
- b. Lead CONSULTANT and Sub-CONSULTANT'S shall conduct Project controls, outlined by the Owner, Development Manager, and Construction Manager, utilizing e-Builder Enterprise™. **This designated web based application will be provided by the Lead CONSULTANT to the Sub-CONSULTANT'S.** No additional software will be required. Furthermore, the Development Manager will assist Lead CONSULTANT in providing training of Sub-CONSULTANT's personnel.
- c. Lead CONSULTANT and Sub-CONSULTANT'S shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

Electronic File Requirements:

- a. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Lead CONSULTANT and Sub-CONSULTANT'S shall also submit all closeout documents including all "As-Built Drawings", catalog cuts and Owner's Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Adobe Acrobat (.PDF) file format and uploaded to e-Builder Enterprise™.

E-BUILDER IMPLEMENTATION REQUIREMENTS

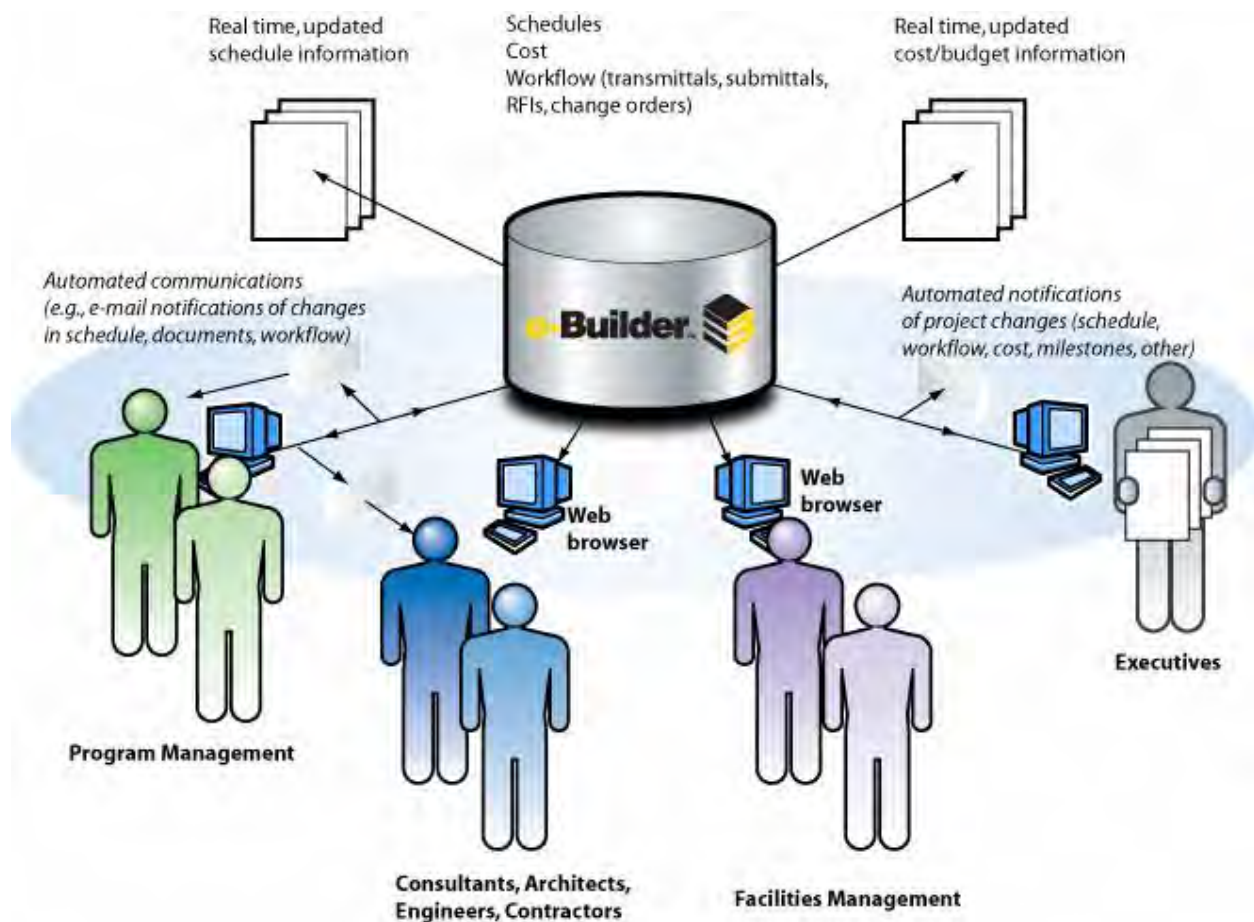
e-Builder Enterprise™ is a comprehensive Project and Program Management system that will be implementing for managing documents, communications and costs between the Lead CONSULTANT, Sub-CONSULTANT'S, Design CONSULTANT'S and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use.

Central Document Vault: e-Builder Enterprise™ system includes a central database that maintains all project information and manages project communications amongst team members.

Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.

Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder Enterprise™

Reporting: All of the project and program data including documents, communications and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



E-BUILDER LICENSING REQUIREMENTS

e-Builder Enterprise™ User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Lead CONSULTANT as well as its Sub-CONSULTANT'S and/or Suppliers.

Each user license includes full access to e-Builder Enterprise™ including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:

- All hosting, operation, maintenance and data back up of the e-Builder Enterprise™ software and documents which are maintained in state-of-the-art data centers located throughout the United States.
- Quarterly e-Builder Enterprise™ software enhancements
- Unlimited phone, email and web based support 24-hours:

e-Builder Enterprise™ user licenses shall be obtained by the Owner, Development Manager, Construction Manager, QA/QC Agencies, and Project Management staff in which the Lead CONSULTANT is not responsible.