

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
TJKM TRANSPORTATION CONSULTANTS**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TJKM Transportation Consultants, 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 services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. 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,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Notice of Exercise of Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

**2. TERM OF AGREEMENT**

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on March 1, 2022 and terminate on February 29, 2024.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for one (1) additional one-year term through February 28, 2025 (“Option Periods”), subject to the appropriation of funds. See Exhibit D for Notice of Exercise to Option to Extend Agreement Form.

**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.

**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. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

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

Consultant represents and maintains that 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 Consultant’s representations regarding its skills and knowledge. Consultant 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 Hundred Forty-Eight Thousand Nine Hundred Fifty-One Dollars (\$148,951)**, 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 subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

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

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

## **10. INDEPENDENT CONSULTANT**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants

and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

#### **11. CONFIDENTIALITY OF MATERIAL**

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

#### **12. OWNERSHIP OF MATERIAL**

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

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

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

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

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

- A. 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, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, Consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

#### **15. INSURANCE REQUIREMENTS**

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

#### **16. WAIVER**

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

## 17. NOTICES

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

City of Santa Clara  
Attention: Department of Public Works, Carol Shariat  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at CShariat@santaclaraca.gov

And to Consultant addressed as follows:

TJKM Transportation Consultants  
4305 Hacienda Drive, Suite 550  
Pleasanton, CA 94588  
and by e-mail at namin@tjkm.com

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

## 18. COMPLIANCE WITH LAWS

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

## 19. CONFLICTS OF INTEREST

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

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

**20. FAIR EMPLOYMENT**

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

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

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

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

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

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

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

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**TJKM TRANSPORTATION CONSULTANTS**  
a California corporation

Dated: 12/17/21

By (Signature):  \_\_\_\_\_

Name: Nayan Amin \_\_\_\_\_

Title: President \_\_\_\_\_

Principal Place of Business Address: 4305 Hacienda Drive, Suite 550  
Pleasanton, CA 94588 \_\_\_\_\_

Email Address: namin@tjkm.com \_\_\_\_\_

Telephone: (925) 463-0611 \_\_\_\_\_

Fax: (925) 463-3690 \_\_\_\_\_

"CONSULTANT"



## **EXHIBIT A SCOPE OF SERVICES**

The following Scope of Services defines the services and responsibilities of Consultant and City to professional transportation planning services for development of CUBE Travel Demand Model.

The Scope of Services, including Exhibit A and Consultant's proposal response dated June 29, 2021 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

### **1. GENERAL**

- 1.1. Consultant shall provide professional transportation planning services for development of a CUBE Travel Demand Model. Consultant will be expected to deliver complete, high-quality services and products within a reasonable schedule, and to consult and work with the City of Santa Clara ("City") staff who are involved with the Project.
- 1.2. Consultant has an emphasis in transportation planning and/or traffic engineering with documented prior experience and success developing and modifying Travel Demand Models. Consultant has significant experience developing Travel Demand Models of comparable complexity and scale to that of Santa Clara.
- 1.3. The Scope of Services generally includes project management, model assessment, model validation and calibration, development of transportation roadway network and expansion of current Traffic Analysis Zone (TAZ) structure, updating existing and horizon year models, and the development of a baseline model for the City. The result of this project will be a CUBE (Transportation and Land-use Modeling Platform, originally developed by Citilabs, now owned by Bentley) transportation model specific to Santa Clara but consistent with the VTA model and, which captures performance of vehicle, transit, bicycle and pedestrian travel for land use and transportation projects.

### **2. BACKGROUND**

- 2.1. The Valley Transportation Agency (VTA) has recently provided the City with the CUBE travel demand model for Santa Clara County with a base year 2015 and horizon year 2040. As part of a development project, the City validated and calibrated the model based on 2018/2019 traffic data and Travel Survey data on travel modes. Because traffic data and especially transit data collected in 2020/2021 would reflect current transportation conditions as a result of COVID-19, the 2018/2019 validation and calibration represents the best data for establishing existing traffic conditions for the

model at this time. This model has been used and will continue to be used to evaluate transportation conditions for land-use planning and to meet the requirements of the California Environmental Quality Act (CEQA) and the City's Transportation Policy regarding Level of Service. Furthermore, the models will provide transportation data on existing conditions and future conditions for motor vehicles, pedestrian, bicycle, and transit use.

2.2. There are several documents relevant to the scope of services that the City has completed or are currently under development. The Consultant shall review and be familiar with the following documents for successful completion of this project:

- 2.2.1. Pedestrian Master Plan - <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/pedestrian-master-plan> ,
- 2.2.2. Bicycle Master Plan - <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/bicycle-master-plan-update-2018>,
- 2.2.3. City of Santa Clara 2010-2035 General Plan - <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/general-plan>,
- 2.2.4. Transportation Analysis Policy - <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/transportation-analysis-policy-update>,
- 2.2.5. Climate Action Plan - <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/general-plan/climate-action-plan>,

### 3. TASKS

Consultant will complete the following tasks:

#### 3.1. TASK 1: PROJECT INITIATION

- 3.1.1. **Task 1.1 Project Kick-off Meeting:** Upon receipt of a written "Authorization to Proceed" from the City, the City will hold a kick-off meeting with the selected Consultant team to review project scope, data requests, progress reports, deliverables, and timeline. Please note, City staff requires 3 weeks for review and comment on admin. Draft deliverables.
- 3.1.2. **Task 1.2 Staff Coordination with Consultant:** Biweekly face-to-face or conference call project team meetings with Consultant will be held to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.

- 3.1.3. **Task Deliverables:** Consultant will complete the following deliverables for each task specified in this section:

Task	Deliverable
1.1	<i>Meeting agenda and minutes</i>
1.2	<i>Biweekly meeting minutes, including action items</i>

### 3.2. TASK 2: EVALUATE INITIAL DATA SET

- 3.2.1. **Task 2.1 Review existing 2018/2019 base year model:** Evaluate the existing conditions model for deficiencies. Although the model has been validated and calibrated in 2020, an evaluation of the model conditions will be required. Provide memorandum to City on recommendations to improve upon the existing conditions model based on Consultant’s expertise. These recommendations will be reviewed by City staff and possibly incorporated into Task 3. A meeting will be held with City staff to discuss Consultant’s proposed recommendations.
- 3.2.2. **Task Deliverables:** Consultant will complete the following deliverables for each task specified in this section:

Task	Deliverable
2.1	<i>Draft Technical Memorandum - Existing Conditions Model Recommendations</i> <i>Final Technical Memorandum - Existing Conditions Model Recommendations</i> <i>Meeting agenda and minutes</i>

### 3.3. TASK 3: CUBE MODEL DEVELOPMENT

- 3.3.1. **Task 3.1 Information Gathering and Identifying Existing Conditions**
- 3.3.1.1. Collect and review employment data stratified by types of employment.
- 3.3.1.2. Collect and review household data stratified by annual household income and household size.
- 3.3.1.3. Additional land use data may be required for bordering cities.
- 3.3.1.4. Control totals, established through the City’s General Plan and the Santa County VTA model.
- 3.3.1.5. Land use development with regional perspective with input from local land use plans, the General Plan and City staff.
- 3.3.1.6. Summarize task findings in Technical Memorandum 3.1: Existing Conditions for review by City staff.

- 3.3.2. **Task 3.2 Update transportation roadway network and Transportation Analysis Zone (TAZ) structure.**
  - 3.3.2.1. Using current and proposed land use information, develop refined roadway network within the Santa Clara expanding the current VTA model roadway network to include local Santa Clara streets not currently in the model as well as planned roadways within Santa Clara.
  - 3.3.2.2. Using current and proposed land use information, expand the current number of TAZs in Santa Clara to incorporate existing land uses and future growth projections.
  - 3.3.2.3. Summarize task in Technical Memorandum 3.2: Refined Transportation Roadway Network and updated TAZ structure for review by City staff.
  - 3.3.2.4. A meeting with City staff will be required to discuss roadway and TAZ modifications proposed by the Consultant.
- 3.3.3. **Task 3.3 Using Big Data to update the trip matrices in the model:**
  - 3.3.3.1. Use Big Data (Mobile Phone Location-Based Data) to optimize travel patterns in the model. This will vastly improve the ability of the model to forecast reliable traffic volumes and VMT. Summarize task in the Technical Memorandum 3.3: Use of Big Data to optimize OD Trip Tables for review by City staff.
- 3.3.4. **Task 3.4 Development of model scenarios to include:** Existing conditions, Baseline (Existing + Approved projects) conditions and 2040 Future forecast for the following time periods:
  - 3.3.4.1. 4-hour AM peak period
  - 3.3.4.2. 4-hour PM peak period
  - 3.3.4.3. 6-hour midday
  - 3.3.4.4. 10-hour evening and night
  - 3.3.4.5. 1-hour AM peak. This will include Dynamic Traffic Assignment using Cube Avenue to better predict traffic queuing and delays.
  - 3.3.4.6. 1-hour PM peak. This will include Dynamic Traffic Assignment using Cube Avenue to better predict traffic queuing and delays.
- 3.3.5. **Task 3.5 Model Documentation:** Documentation shall be thorough and provide methodology and steps used to update the model, in order to be able to replicate in the future.
- 3.3.6. **Task Deliverables:** Consultant will complete the following deliverables for each task specified in this section:

<b>Task</b>	<b>Deliverable</b>
3.1	<i>Draft Technical Memorandum - Existing Conditions Final Technical Memorandum - Existing Conditions</i>
3.2	<i>Draft Technical Memorandum - Refined Transportation Roadway Network and updated TAZ structure Final Technical Memorandum - Refined Transportation Roadway Network and updated TAZ structure Meeting agenda and minutes</i>
3.3	<i>Memorandum on the use of Big Data to optimize OD Trip Tables</i>
3.4	<i>CUBE Model Files- 2018/2019 Existing Conditions Model, Baseline Conditions Model, and 2040 Forecast Year Model</i>
3.5	<i>Draft Technical Memorandum - Final Model Documentation Final Technical Memorandum - Final Model Documentation</i>

### **3.4. TASK 4: VISTRO Modeling and Staff Training**

3.4.1. **Task 4.1 Existing conditions VISTRO model:** The City is interested in evaluating intersection Level of Service (LOS) for approximately 40 intersections using the VISTRO software. The City will collaborate with the Consultant to develop the final list of study intersections. The Consultant shall develop a VISTRO model for the City, so the City can evaluate AM and PM peak hour intersection LOS for the study intersections. The City will provide a SYNCHRO model which can be used as a baseline model to be converted into VISTRO. Additional edits and additions will be needed to update the baseline SYNCHRO model to be converted to a VISTRO file. Thus, the VISTRO file will build upon the SYNCHRO model provided by the City. Consultant shall document intersections to be modeled in VISTRO and have the City review and refine. The City will provide current traffic count data and signal timing sheets. Please include up to three rounds of review of the VISTRO model by the City and refinements to be made by the Consultant.

#### **3.4.2. Task 4.2 Modeling Training**

3.4.2.1. The City does not employ a full-time transportation modeler and will be contracting modeling for the City. However, modeling training may be included as a task to transfer knowledge from the Consultant to City staff. During model development, and when completed, City staff will work with

Consultant to schedule training, up to two (2) sessions, on the model.

3.4.2.2. Training should focus on knowledge transfer, including but not limited,,: key model assumptions; general operability of the model; assessing project impacts. Screen line analysis, model validation and reasonableness checks, and displaying and exporting model results.

3.4.3. **Task Deliverables:** Consultant will complete the following deliverables for each task specified in this section:

Task	Deliverable
4.1	<i>List of intersections to be modeled in VISTRO for City's review and comment. Existing Conditions VISTRO model</i>
4.2	<i>One or Two training sessions on the contents and model functionality</i>

#### 4. INVOICING REQUIREMENTS

4.1. Consultant will invoice the City on a monthly basis for services performed for by Consultant during the preceding month and shall provide the invoice in a format approved by the City, including but not limited to supporting documentation, and is subject to verification and approval by the City.

4.2. City will pay Consultant within thirty (30) days of City's receipt or an approved invoice.

4.3. Invoices will include, at a minimum, the following:

- 4.3.1. Date work was provided;
- 4.3.2. Describe the Task services were provided for;
- 4.3.3. Description of work performed;
- 4.3.4. Deliverables completed; and
- 4.3.5. The percentage complete of the Task;
- 4.3.6. Time and materials;
- 4.3.7. Hours for the work performed by Consultant staff;
- 4.3.8. Hourly price/Unit Price;
- 4.3.9. Extended Price; and
- 4.3.10. Total amount of invoice

**EXHIBIT B  
SCHEDULE OF FEES**

**1. MAXIMUM COMPENSATION**

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **One Hundred Forty-Eight Thousand Nine Hundred Fifty-One Dollars (\$148,951)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.
- 1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.
- 1.3. The compensation amount is specified below:

**Table B1: Total Compensation**

Description	Total
Total for All Tasks (See Table B3 for Task Cost Breakdown)	\$ 135,410
Contingency	\$ 13,541
<b>TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED</b>	<b>\$ 148,951</b>

**2. FEES**

- 2.1. The City will pay the Consultant based on the fees specified in Table B3 below for services provided:

**Table B2: Hourly Rates**

Title	Personnel	Hourly Rate
PIC & QA/QC	Nayan Amin	\$250
Project Manager	Vamsee Modugula	\$230
Task Lead	Sandeep Paparaju	\$145
Principal	Ruta Jariwala	\$250
Transportation Planner	Arthur Chen	\$120
Assistant Transportation Planner	Divya Gandhi	\$115
Assistant Transportation Planner	Riya Debnath	\$115
Assistant Transportation Planner	Praveena Samaleti	\$115
Assistant Transportation Engineer	Mitra Fakhry	\$125

2.2. The City will pay the Consultant for each task based on Table B3 below:

**Table B3: Task Cost Breakdown**

<b>Task #</b>	<b>Task</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
<b>1</b>	<b>Project Initiation</b>			
1.1	Project Kick-Off Meeting with Consultant			
	- PIC & QA/QC (Nayan Amin)	4	\$250	\$1,000
	- Project Manager (Vamsee Modugula)	8	\$230	\$1,840
1.2	Staff Coordination with Consultant			
	- Project Manager (Vamsee Modugula)	16	\$230	\$3,680
<b>Total for Task 1</b>				<b>\$6,520</b>
<b>2</b>	<b>Evaluate Initial Data Set</b>			
2.1	Review Existing 2018/2019 Base Year Model			
	- Project Manager (Vamsee Modugula)	25	\$230	\$5,750
	- Transportation Planner (Arthur Chen)	10	\$120	\$1,200
<b>Total for Task 2</b>				<b>\$6,950</b>
<b>3</b>	<b>CUBE Model Development</b>			
3.1	Information Gathering and Identify Existing Conditions			
	- Project Manager (Vamsee Modugula)	8	\$230	\$1,840
	- Task Lead (Sandeep Paparaju)	20	\$145	\$2,900
	- Transportation Planner (Arthur Chen)	20	\$120	\$2,400
	- Assistant Transportation Planner (Praveena Samaleti)	20	\$115	\$2,300
3.2	Update Transportation Roadway Network and TAZs			
	- Project Manager (Vamsee Modugula)	20	\$230	\$4,600
	- Transportation Planner (Arthur Chen)	40	\$120	\$4,800
	- Assistant Transportation Planner (Riya Debnath)	20	\$115	\$2,300
	- Assistant Transportation Planner (Praveena Samaleti)	20	\$115	\$2,300
3.3	Big Data Integration Into the Travel Demand Model			
	- Project Manager (Vamsee Modugula)	72	\$230	\$16,560
	- Transportation Planner (Arthur Chen)	50	\$120	\$6,000
	- Other Direct Costs <sup>1</sup>			\$9,600
3.4	Development of Model Scenarios and Dynamic Traffic Assignment for Peak Hours			
	- Project Manager (Vamsee Modugula)	107	\$230	\$24,610
	- Transportation Planner (Arthur Chen)	49	\$120	\$5,880
	- Assistant Transportation Planner (Divya Gandhi)	40	\$115	\$4,600
	- Assistant Transportation Planner (Riya Debnath)	20	\$115	\$2,300
	- Assistant Transportation Planner (Praveena Samaleti)	20	\$115	\$2,300



<b>Task #</b>	<b>Task</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
3.5	Model Documentation			
	- Project Manager (Vamsee Modugula)	16	\$230	\$3,680
	- Transportation Planner (Arthur Chen)	20	\$120	\$2,400
<b>Total for Task 3</b>				<b>\$101,370</b>
<b>4</b>	<b>VISTRO Modeling and Staff Training</b>			
4.1	Existing Conditions VISTRO Model			
	-Task Lead (Sandeep Paparaju)	20	\$145	\$2,900
	- Principal (Ruta Jariwala)	8	\$250	\$2,000
	- Assistant Transportation Planner (Praveena Samaleti)	38	\$115	\$4,370
	- Assistant Transportation Engineer	44	\$125	\$5,500
4.2	Modeling Training			
	- Project Manager (Vamsee Modugula)	20	\$230	\$4,600
	- Transportation Planner (Arthur Chen)	10	\$120	\$1,200
<b>Total for Task 4</b>				<b>\$20,570</b>
<b>TOTAL FOR ALL TASKS</b>				<b>\$135,410</b>

### 3. PRICING

3.1. Pricing is fixed for the Term of the Agreement.

### 4. INVOICING

4.1. Consultant will invoice the City on a monthly basis for services performed for by Consultant during the preceding month and shall provide the invoice in a format approved by the City, including but not limited to supporting documentation, and is subject to verification and approval by the City.

4.2. City will pay Consultant within thirty (30) days of City's receipt or an approved invoice.

4.3. Invoices will include, at a minimum, the following:

4.3.1. Date work was provided;

4.3.2. Describe the Task services were provided for;

4.3.3. Description of work performed;

4.3.4. Deliverables completed; and

4.3.5. The percentage complete of the Task;

4.3.6. Time and materials;

4.3.7. Hours for the work performed by Consultant staff;

4.3.8. Hourly price/Unit Price;

- 4.3.9. Extended Price; and
- 4.3.10. Total amount of invoice

## **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, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

### **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, 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 subconsultants involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) 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. 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 D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, 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 subconsultants 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.

F. 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.

G. EVIDENCE OF COMPLIANCE

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

ctsantaclara@ebix.com

or mailed to:

EBIX Inc.  
City of Santa Clara [\*insert City department name here]  
P.O. Box 100085 – S2  
Duluth, GA 30096

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

H. 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  
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

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

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

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

Begin date:	
End date:	

**CHANGES IN RATE OF COMPENSATION**

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

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

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

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771