

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SMITHGROUP, INC.**

PREAMBLE

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

RECITALS

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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 October 31, 2019 and terminate on October 31, 2024.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is \$1,975,709 (one million nine hundred seventy five thousand seven hundred nine dollars), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement. For the avoidance of confusion, the Contractor's obligation to defend will be no broader than its obligation to indemnify.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

City of Santa Clara
Attention: Chief Electric Utility Officer
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

SmithGroup Inc.
Attn: Georgia Sarkin, Principal

301 Battery Street, Floor 7
San Francisco, CA 94111
and by e-mail at Georgia.Sarkin@smithgroup.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 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: _____

BRIAN DOYLE
City Attorney

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

"CITY"

SMITHGROUP, INC.
a Michigan corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

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

CITY OF SANTA CLARA CIVIC CENTER CONCEPT PLAN AND UTILITY BUILDING PROJECT

PROJECT UNDERSTANDING

Project Description

The purpose of the project is to guide the future development of the City of Santa Clara Civic Center Concept Plan and Utility Building Project. The Civic Center is the administrative core for the City of Santa Clara and is home for City Hall and several satellite office buildings, landscape and open space areas, a public plaza, with on-site and on-street parking to support staff, visitors, and nearby businesses. Most of the buildings in the Civic Center were built in the 1960s when the workforce and residential population were much smaller. As the population of the community has grown, so has the demand for City services and the City's office space needs. Managing this growth has been challenging and any new attempts to reimagine the office spaces to accommodate more staff and services are now blocked by the confines of the existing building shells.

Among the City departments with a large workforce, the Electric Department (dba Silicon Valley Power) (SVP) maintains a fragmented workplace and workforce and is currently leasing a building on Martin Street due to a lack of suitable space at the civic center.

Project Site Area

Our understanding is the built area will be composed of approximately 160,000 GSF area which includes a new city hall and utility building. Total area of the Civic Center, Civic Center Park and the Berman Building parcels to be master planned is 13 acres, which excludes the Triton Museum parcel. See *Exhibit 1* for parcel delineation.

LEGEND

- Project Area Boundary
- Triton Museum Area
- 1 City Hall
- 2 Office Building
- 3 Office Building
- 4 Office Building
- 5 Office Building (Vacated/Non-Building Code Compliant)
- 6 Triton Museum of Art
- 7 Headen-Inman House
- 8 Jamison-Brown House
- 9 Rotary Park
- 10 Civic Center Park



Exhibit 1: Project parcels noted in orange will be master planned for this scope of work.

Professional Services

The professional services as requested by the City of Santa Clara is made of five interconnected areas of work:

1. **City Hall Project Financial Feasibility** – Planning team will assess previous plans, reports, investigate existing site for an urban or campus design strategy and prepare a Site Financial Feasibility and Economic Analysis Report with rough order of magnitude cost.
2. **Comprehensive Community Engagement** – Engage with the Santa Clara community to elicit feedback for the future of the Civic Center & Utility Building and make recommendations
3. **Market Analysis** - Identify the opportunities and barriers to economic development in the Study Area
4. **Architectural & Space Planning** – Provide recommendations on space needs and provide conceptual studies for building and site development

5. **Phasing Approach** – develop an approach to phasing, including identification of relocation sites, both temporary and permanent, which are relevant to the proposed scenarios.

PROJECT APPROACH

Process

Every project is unique, and the design process is work intensive, time sensitive, and must be carefully planned to achieve a successful outcome. We propose a three-phase process to develop the planning strategy for the Santa Clara civic Center Concept Plan

Phase One - Define the Problem

(8 weeks)

The planning process will commence with an analysis and strategy phase wherein the planning team will listen, assess the previous plans, reports, establish planning objectives, investigate existing site and contextual conditions and patterns, assemble zoning and regulatory items and uncover meaningful relationships for both on and off-site elements. The City Hall Financial Feasibility Report is a strategic level concern that needs immediate attention, while allowing concurrent, detailed analysis of other aspects. We anticipate engaging with a core project team and project leadership to ensure effective, efficient decision making. This phase will culminate in a financial and economic assessment and analysis of the existing conditions, and a statement of Vision and Goals emanating from the engagement process.

Phase Two - Set a Strategic Direction

(15 weeks)

Following definition of the problem and analysis of the existing physical information, previous planning studies, zoning and regulatory issues, demand analysis, and the testing of early ideas, the planning team will continue with an iterative problem solution phase to test alternative concepts. This phase will illustrate multiple ways to achieve the vision and goals identified in phase one, within the identified sustainable, physical, and financial constraints. During this phase, the planning team will present the alternative ideas and develop two alternative plans with initial ideas regarding design guidelines and implementation. Interim Phase 2 is to obtain City Council Strategic direction by end of February 2020. This phase will culminate in a strategic direction and the selection by City Council, of one preferred planning option with a draft ROM cost estimate upon which the project budget will be based.

Phase Three – Framework Plan, Implementation Strategy & Program Level EIR

(46 weeks)

Phase 3 emphasizes the evolution of the master plan concepts and development of conceptual floor plans, landscape plans, sustainable design features, and construction

sequencing for the Civic Center and Utility Buildings. Our team brings a holistic perspective on sustainability that is not a separate task, but rather woven through our entire process and deliverables. We will define appropriate sustainability targets during Phase One and work with the City to look for opportunities to push traditional limits as part of a design that is truly regenerative and net positive. This phase will culminate with a final adopted master plan report which includes a ROM cost estimate.

The total project duration for all phases is anticipated to be approximately 16 months.

Note: Detailed descriptions of consultant's work is described after SmithGroup's Scope of Work section.

Community Engagement:

Community engagement will be an integral part of the process through all three phases and described in further detail in the tasks below.

SmithGroup will coordinate with the Core Team and prepare materials for up to nine (9) Community Meetings:

1. Task 1:
 - a. City Council Study Session (1)
 - b. Public Workshop (1)
2. Task 2:
 - a. Commission Meetings (4)
 - b. Public Workshops (2)
 - c. City Council Study Session (1)
3. Task 3:
 - a. Commission Meeting (1)
 - b. Public Meeting (1)
 - c. Community Development Meeting (1)
4. Task 4
 - a. No Public Meetings
5. Task 5
 - a. City Council Meeting (1)

In addition to the public meetings noted above, our team will be engaged with the City in meetings with the Core Team and City Council Study Sessions, up to 18 total, as noted in the Scope of Services & Performance Schedule, Exhibit A, and further described in the detailed descriptions of each Phase.

As noted in the tasks described above for all of the meetings, along with supporting the City in website postings at the end of each Phase, with meeting notes, pdfs, imagery, and other materials we've completed to date as required, and articles/summaries for the City's report on the Master Plan process.

Additional meetings can always occur, once we've agreed on appropriate additional services as requested.

Project Phases

PHASE ONE:

TASK 1—DEFINE THE PROBLEM

Task 1.1—Project Initiation, Communication + Outreach Strategy

Upon receipt of a signed contract or written authorization to proceed, SmithGroup will meet with project leadership to review and refine the scope of services and define the public participation process, define project milestones, refine milestone dates, and discuss anticipated format of deliverables.

SmithGroup will establish a project communication strategy, based on recommendations from project leadership, including in-person meetings and online participation as required.

As part of the project Initiation, SmithGroup will conduct the following meetings:

1. Kick Off Meeting

We will meet with the Core Group to launch the planning process. The decisions made during the introductory meeting will shape the civic center project process. We will identify desired short and long-term outcomes for the project.

2. Visioning Meeting

During an all-day Visioning Session, SmithGroup will introduce the planning process and communicate the schedule, process, commitment of time and resources, solicit input on campus issues, and first thoughts. This is where the strategic direction will be formulated as a team to set the framework for the remainder of the project. After the Visioning session, SmithGroup will compile the notes, graphics, and complete a booklet to finalize this milestone. Smile!

In this session, SmithGroup will want to meet with City Departments to better understand service delivery needs. These can be 1-hour meetings after the initial feedback session. We will discuss further prior to this session but we will likely tour the campus and various city departments. Up to four (4) people from the SmithGroup team will be present at this meeting.

Task 1.2—Analysis and Assessments

SmithGroup and the project team will, concurrent with stakeholder engagement, conduct a review of available data, previous and current plans, and existing physical conditions throughout the campus and the surrounding context. This analysis will efficiently build upon previous studies to evaluate the strengths, challenges, issues, and opportunities present in the area. This analysis is expected to cover the following key topics, which have implications on desired sustainable and physical characteristics of the Civic Center and have impacts on environmental sustainability and quality of life/work.

1. Land Use & Zoning - Existing Land Use & Zoning data will be assembled off the city planning data base. It is assumed that there will be no significant rezoning required. If a specialist zoning attorney needs to be consulted, we will be able to make recommendations, however we are not anticipating this will be needed.
2. Transportation & Parking
3. Landscape & Open Spaces, including an Arborist report of all existing trees.
4. Demographics
5. Infrastructure & Sustainable Systems, including utilities, stormwater, photovoltaic, geothermal, and sustainability
6. Current space use and organization of civic center
7. Previous reports conducted 1) Needs Assessment Report (EKONA) 1997, 2) 2005 City Hall HVAC Assessment; 3) SVP Relocation Feasibility report (Hawley Peterson Snyder) 2015; City Hall Facility Condition Assessment (EMG) 2018
8. Economic Analysis
9. Review applicable codes, background & understanding (as applicable by expertise)
10. City Hall Project Financial Feasibility Report
 - a. SmithGroup and the project team will assess previous plans, reports, investigate existing site for an urban or campus design strategy and prepare a Site Financial Feasibility and Economic Analysis Report with a rough order of magnitude cost.
 - b. Four Alternates to be studied include:
 - i. Utility Building and City Hall, with leasing for residential
 - ii. Utility Building and City Hall, with no leasing
 - iii. Utility Building, with no leasing
 - iv. All leasing for residential or office

SmithGroup will develop an atlas of technical memos and analysis maps that identify key assets and gaps or opportunities across the topics listed above. Analysis findings will be shared with the core project team and team leadership to clarify issues and help facilitate conversation at the early stage of the process.

Task 1.3—Report to Project Manager on Assessments

In preparation for the Presentation to the Core team and for the City Council Study Session (both tasks noted below), SmithGroup will compile the analysis notes and assessment memos from all disciplines affected to present to the Project Manager for review and to incorporate into their report for City Council.

Task 1.4—Core Team Meeting

Our team will conduct an analysis, visioning, and community meeting report-out to the Core Team, and other appropriate groups and committees as determined by the City Project Manager, to solicit the City's final thoughts and commentary on the vision, principles, and goals.

In preparation for the presentation for the City Council Study Session meeting noted below, SmithGroup will meet with the Core Team to show the draft presentation and recommendations and receive commentary for potential changes to present to City Council. This meeting likely to be a WebEx.

Up to three (3) people from the SmithGroup team will be present at this meeting.

Task 1.5—City Council Study Session—Santa Clara Civic Center Master Plan & Utility Building

As part of the problem definition phase, SmithGroup will work with project leadership to develop a short presentation in order to meet with the City Council to receive comments on the Santa Clara Civic Center Master Plan & Utility Building. This session will finalize the overall Task 1, and determine the urban design and planning vision, framework, and principles to guide decision-making throughout the remainder of the master planning process.

A minimum of 3 member (maximum 4 members) of the SmithGroup team will be present at the City Council Study Session meeting.

Phase 1 Deliverables

The deliverables at the end of phase one will include:

1. Assessment & Analysis - Context, site, sustainability, market drivers, parking, connections to adjacent sites, benchmarking.
2. Statement of Vision & Goals
3. Statement of Success Criteria
4. High Level Program Document
5. Workplace Strategy: Research synopsis of government services and community demographic data
6. MEP Systems Strategies: Systems Opportunity Overlays on Site Civil Base Plans; Climate Analysis Report; Framework Comparison Matrix including established national and international masterplan sustainability frameworks as well as recommended opportunities specific to the City of Santa Clara; this may include, but not be limited to LEED, WELL, Living Community Challenge.
7. City Hall Project Financial Feasibility (Economic and Market Analysis)
8. Meeting Notes
9. Summary Analysis Presentation and Report
10. Materials for the Website as required by the City.

The meetings in Task 1 include:

1. Public Meetings:
 - a. City Council Study Session (1)
 - b. Public Workshop (1)
2. Other Meetings include:
 - a. Kick-off and Site Visit (1)
 - b. Vision Meeting (1)
 - c. User Meetings (1)
 - d. Core Team Meeting (1)

PHASE TWO

TASK 2—SET A STRATEGIC DIRECTION

Task 2.1—Alternative Scenarios and Concept Development

SmithGroup will employ an “alternative future” scenario planning process to work with the City to develop goals and objectives, assess drivers for change, and identify sources of future uncertainty. Once these inputs are identified, the core project team, team leadership, and other stakeholders will develop and review two alternative scenarios that describe how the land use/space programming and recommended utilization and/or land use of holdings is expected to change.

These scenarios will then be used as a basis for developing conceptual-level plans and recommendations that may describe buildings, streets, infrastructure, open space, and program changes in the Civic Center study area. As part of the concept development, SmithGroup will study the following major components: City Hall, Utility Building, site improvements, open space amenities, and parking facilities; and reuse or demolition of the of the police building.

These concept plans will be assessed by the core team, project leadership, experts, community, and other stakeholders in relationship to the project goals and objectives to determine a preferred concept plan.

The vision and goals will be refined based on market criteria, sustainability requirements, and program.

Commission meetings

SmithGroup will meet in the evening at a combined special public commission meeting in order to meet with several commissions at once to give a project overview and get initial feedback. SmithGroup will lead two (2) of these meetings in this phase. The City will organize the commissions, time, and location, and SmithGroup will present all project related information through a PowerPoint presentation. Notes from these meetings will be compiled as part of the public engagement process and be inserted into the Task 1 booklet. SmithGroup assumes this meeting will not be longer than 2 hours.

Task 2.2—Architectural Concepts

Based on the anticipated Phase 1 scope, SmithGroup will provide additional concept development for the Civic Center and Utility Building. These architectural concepts will evaluate options for building height, massing, location, and be tested with the core project team and project leadership.

Task 2.3—Site Master Plan Concepts

SmithGroup will test several site scenarios. Site alternatives concepts will include:

- Building Location Alternatives
- Circulation
- Parking
- Open Space
- Sustainable Features

As part of this Task, the SmithGroup team will also conduct several community commission meetings to enable us to design two schemes that incorporate appropriate feedback on programmatic items of the site, buildings, and sustainable features.

Task 2.4—Community Open House Meeting

As part of the strategic direction phase, SmithGroup will work with project leadership to plan and format activities for this community touch point. Although the agenda and format is not set at this juncture, we would anticipate this Community touch point to be one (1) evening public community workshop where we elicit community input and feedback.

Task 2.5—Team Meeting

SmithGroup will prepare a draft presentation through WebEx to show the City Project Manager for feedback and commentary. With the Project Manager, SmithGroup will adjust the presentation as necessary in preparation for the Commission meetings.

Up to two (2) SmithGroup teammates will be present at this meeting.

Task 2.6—Commission Meetings

Utilizing the Phase 1 results, SmithGroup will prepare first thoughts on the architectural massing, open space of the entire campus, and circulation in order to meet with the Commissions that the City requires. We'll have initial thoughts on program, sustainability, and other topics to discuss, in order to provide initial feedback and, further develop these ideas to integrate into the final 2 alternative master plan approaches.

Task 2.7—Team Meeting

SmithGroup will prepare a draft presentation through WebEx to show the City Project Manager for feedback and commentary. With the Project Manager, SmithGroup will adjust the presentation as necessary in preparation for the City Council Study Session.

Up to two (2) SmithGroup teammates will be present at this meeting.

Task 2.8—Interactive City Council Study Session

As part of the iterative task of the site master plan concepts, an interactive workshop with City Council will occur to discuss key decisions. The comments during this workshop will be incorporated as needed in order to best prepare for the Community Meeting showing the Core Team and City Council's desire.

Task 2.9—Community Open House Meeting

As part of the strategic direction phase, SmithGroup will work with project leadership to plan and format activities for this community touch point. Although the agenda and format is not set at this juncture, we would anticipate this Community touch point to be one (1) evening public community workshop where we show two schemes and getting community input and feedback.

Task 2.91—Report to Project Manager on Alternatives

In preparation for the Presentation to the Core team and for the City Council Meeting, both noted below, SmithGroup will prepare a PowerPoint presentation and a memorandum to the Project Manager to incorporate into their report for City Council.

Task 2.92—Core Team Meeting

SmithGroup will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroup will adjust the presentation as necessary in preparation for the City Council Meeting.

Up to two (2) SmithGroup teammates will be present at this meeting. This meeting could be through a WebEx only as to be determined by the City Project Manager.

Task 2.93—City Council Meeting—Deciding on Direction for final scheme

SmithGroup will work with project leadership to develop a memo or short presentation in order to be on the City Council Meeting agenda to ask direction on the Two Alternate Schemes of the Master Plan and Architectural Options.

A minimum of 2 members (up to 4 members) of the SmithGroup team will be present at the City Council meeting.

Phase 2 Deliverables

The deliverables at the end of phase two will include:

1. Two alternative concepts
2. Initial ideas on sustainability, guidelines, and implementation.
3. Preliminary phasing strategies
4. Workplace Strategy:
 - a. High level program document with each department's headcount, growth, space needs summary; Adjacency diagram of departments; Workflow diagram; Current state assessment summary including key findings and insights;
 - b. Refined program document based on finalized strategy
 - c. Metric target for workplace components including square feet per person, collaboration space ratios, workplace standard sizes and components
 - d. Planning scenarios of neighborhood and workplace kit of parts
 - e. Refined workflow and overall adjacency diagrams
 - f. Design principles and guidelines summary with description of implementation
5. MEP Systems Strategies:
 - a. Climate, Energy, Water overlay constraint and opportunity overlays.
 - b. Site MEP Plans in single line format for up to 2 scenarios
 - c. Narrative and ranking matrix for comparison of each scenario
 - d. Full Site Energy Analysis Report with ZNE PV sizing per scenario
6. ROM cost estimate
7. Design principles and guidelines
8. Meeting Notes
9. Summary Presentation and Booklet
10. Materials for the Website

Meetings in Phase 2 will include:

1. Public Meetings:
 - a. Commission Meetings (4)
 - b. Public Workshops (up to 2)
 - c. City Council Study Session (1)
2. Other meetings include:
 - a. User Group Meetings (up to 3)
 - b. Core Team Meeting (1)

PHASE THREE (TASK 3 - 5)

This Phase is made of three tasks: Task 3) Program Level EIR, Task 4) Directional Plan & Implementation Strategy, and Task 5) Approve the Plan.

TASK 3—PROGRAM LEVEL EIR

The program level EIR will be developed once the strategic direction has been approved and preferred option selected (at the end of Phase Two) but prior to finalization of the design of the preferred option. The program level EIR will be developed in parallel with the Directional Master Plan (See Task 4).

The Traffic and Historic Analysis will likely start in Task 1 or Task 2 dependent upon CEQA consultant and City schedules.

See further description of this scope under Panorama under the Consultant's scope section.

TASK 4—DIRECTIONAL MASTER Plan & Implementation Strategy

Task 4.1—Master Plan + Key Topics

The team will coordinate with the CEQA team and City to set the framework for the master plan documentation.

The master plan and implementation strategy will emphasize key topics of change for the area. It is through these topics that physical and policy recommendations will be made. Each topic will explore key recommendations for long-term growth and incremental phasing of the site.

A final cost estimate will be prepared during this phase.

KEY MASTERPLAN TOPICS INCLUDE:

4.1.A BUILDINGS & ARCHITECTURE

Provide general recommendations for building form, mass, and orientation as it relates to the preferred concept plan. This topic is critical for establishing the desired character and identity for the area.

4.1.B TRANSPORTATION INFRASTRUCTURE

Assign roads within the study area to specific street typology classes that describe desired levels of service for different modes of transportation (car, commercial traffic, transit, bicycling, and walking). General recommendations for the types of improvements and need for each street type will be provided.

4.1.C PARKS AND OPEN SPACES

Develop concept level illustrations of significant open spaces along with a range of potential programming activities to activate public spaces. This includes recommended facilities and improvements.

4.1.D CONSTITUENTS

Recommend how the physical master plan can best meet the needs of key constituent groups. Recommendations may also highlight special engagement activities to maintain communication with the community.

4.1.E INFRASTRUCTURE & SUSTAINABLE SYSTEMS

Develop strategies and recommendations for physical infrastructure including needed utility capacities to support growth as well as

opportunities for sustainable design and construction practices in the project.

4.1.F ENVIRONMENTAL SYSTEMS & CEQA ANALYSIS

Develop a program-level Environmental Impact Report that covers all elements of the Master Plan with enough detail to enable the City to proceed with construction on Phase 1 of the project and include a Traffic Impact Analysis.

Task 4.2—Architectural Concepts

Final concepts will be developed to show exterior building materials, showing the site context with parking, circulation and basic landscape features. The Team will provide a digital model of the final concept designs. The final architectural concept selected will then become part of the overall site Master Plan. An Optional task includes a physical model of the building itself, or of the entire/partial site, and would be confirmed at that juncture.

Task 4.3—Building Floor Plans

Once the building height and form have been determined, floor plans for each floor of the civic center and utility building will be developed using the space programs that have already been completed. As part of this task, individual meetings will be conducted with representatives of each department to better understand staffing, the need for adjacencies, amenities, and service delivery needs.

Task 4.4—Preliminary Landscape Design

The master plan will consider unique natural and environmental considerations, account for active and passive space, develop potential programmatic opportunities, consider character of open space, propose drought tolerant landscapes, take advantage of existing mature trees, incorporate a civic plaza for community events if required, include outdoor patio spaces as appropriate, and consider opportunities for accessible green roofs.

Task 4.5—Preliminary Plan Review: Core Team Meeting

Based on the input from previous meetings, direction from committees, and final projections, the SmithGroup team will prepare a Preliminary Master Plan. This plan will combine the best components of each of the scenario planning concepts to reflect key topics outlined in Task 4.1. The purpose of the preliminary Master Plan is to establish an overall organizational strategy for the campus and reinforce the strategic ideas. SmithGroup will employ two- and three-dimensional modeling tools, cross sectional diagrams, vignettes, and simple graphical illustrations to communicate the plan components. The SmithGroup team will meet with the Core Team to introduce the

Preliminary Plan for review. SmithGroup will facilitate the discussion and confirm the content, direction, and any changes to be incorporated into the Master Plan. This plan will be utilized as the basis for the Program Level EIR.

Task 4.6—Implementation Strategy

The SmithGroup team will develop phasing and implementation plans for completion of the overall Masterplan. However, the first phase will be clearly defined, along with parking, and open space. These future phases will demonstrate what actions could happen and the interdependence of projects, highlighting new construction, demolition, and renovation; site and infrastructure improvements; modifications to roadways and parking; and civic improvements. Master plan-level cost data, potential partnership opportunities and/or funding sources will need to be discussed within the City framework and with the Community in order to support and approve the phases that would come after Phase One.

Task 4.7—Core Team Meeting: Draft EIR Briefing

Prior to the release of the Draft EIR, the team will come to the City to meet with the Core team and brief the team on the Draft EIR. Up to 1 person from SmithGroup will be there, along with the consultant, Panorama, to present this document.

Task 4.8—Draft Master Plan Report

Upon approval of the final Master Plan preferred scheme, the SmithGroup team will expand the report outline and prepare the draft Master Plan report. The draft report will record the project approach, campus and community engagement process, analyses, findings, summary of alternatives, and final Master Plan recommendations. The report will also include an appendix with analytical back up from each sub consultant. The SmithGroup team will utilize graphics prepared during the master planning process and will not create new drawings for this report. SmithGroup will introduce the Draft Master Plan during a briefing to the core team.

TASK 5—APPROVAL OF THE DIRECTIONAL MASTER PLAN

Task 5.1 —Final Report

SmithGroup will finalize the Master Plan report incorporating edits and input from the review and any changes from the EIR. This will include any updates to the cost estimate as required by the City.

The report and summary will be prepared in digital format, with color graphics, diagrams and photographs incorporated throughout the documents. Three (3) bound copies of the report, a print-ready digital file, and PDF files for posting on the Master Plan website will be prepared and delivered to the city.

The final Master Plan, and all associated recommendations, and phasing will be presented to the core team to validate the final recommendations of the planning process and discuss final documentation and submittal requirements.

Task 5.2 —Planning Commission Meeting

After the SmithGroup Team publishes the final EIR, we will work with project leadership to develop a memo or short presentation to discuss the final preferred master plan scheme, architectural concept drawings, and program level EIR. The outcome of this meeting will be the Planning Commission Certifying the EIR so we can proceed to the final City Council Meeting and approving the Final Masterplan.

A minimum of 2 members (maximum 4 members) of the SmithGroup team will be present at the Planning Commission meeting.

Task 5.3 —Core Team Meeting

SmithGroup will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroup will adjust the presentation as necessary in preparation for the City Council Meeting.

Up to two (2) SmithGroup teammates will be present at this meeting.

Task 5.4 —City Council Meeting—Approving the Final Masterplan

SmithGroup will work with project leadership to develop a memo or short presentation in order to be on the City Council Meeting agenda to request approval of the Master Plan and Architectural Options and adoption of the Final Program Level EIR.

A minimum of 2 members (maximum 4 members) of the SmithGroup team will be present at the City Council meeting.

The deliverables at the end of phase three will include:

1. Master plan concepts in report format
2. Conceptual floor plans for civic center and utility building, landscape plans, sustainable design features & phasing
3. Workplace summary narrative
4. Site MEP System Diagrams and approximate anticipated loads
5. Climate Analysis Narrative
6. Anticipated annual energy use, EUI (Energy use intensity) and operational carbon footprint for whole site
7. Anticipated site water balance including onsite water reuse if applicable
8. Draft Master Plan document & Final Master Plan document
9. Draft EIR Report & Final EIR Report
10. Digital 3D Model
11. City Hall Net Zero Evaluation and LEED checklist
12. Materials for the Website
13. Meeting notes

The meetings in Task 3 include:

1. Public Meetings:
 - a. NOP Public Scoping Meeting (1)
 - b. Draft EIR Meeting (1)
 - c. Historical and Landmarks meeting (1)
 - d. Community Development meeting (1)

The meetings in Task 4 include:

1. Public Meetings:
 - a. none
2. Other Meetings include:
 - a. Core Team Meeting (1)
 - b. City Council Study Session (1)

The meetings in Task 5 include:

1. Public Meetings:
 - a. City Council Meeting (1)
2. Other Meetings include:
 - a. Core Team Meeting (1)
 - b. City Council Study Session (1)

TASK 6—PROJECT MANAGEMENT & OWNER MEETINGS

Task 1-5 —Project Management & Meetings

Bi-weekly meetings will be held with the City's Project manager either by phone, WebEx, or in-person, depending on the agenda topics, and if there are other potential meetings that need to occur that same day for the benefit of the project. These bi-weekly meetings will occur within the master planning iterative process. After the third community meeting, SmithGroup will meet with the City Project manager to determine if bi-weekly meetings will be necessary, and determine when meetings should occur, since the EIR process will be happening in earnest, and some weeks, the team may not have any status updates. This can be determined at a later date, knowing that we want to remain open and communicative to the City—and at the same time be conscious of everyone's time.

CONSULTANTS

SmithGroup anticipates using the following consultants for this project:

- Watry: Parking Design
- KPFF: Structural Engineering
- Fehr & Peers: Traffic/Transportation
- Hort Science | Bartlett Consulting: Arborist
- Sherwood: Civil Engineering
- Directional Logic: Cost Planning
- Panorama: CEQA/Program Level EIR

The consultant's scopes are included below under each of their respective company names. The costs of these consultants will be borne by SmithGroup and are included in the SmithGroup projected fee in Exhibit B—Schedule of Fees.

WATRY DESIGN, INC—Parking Consultant

TASK 1—DEFINE THE PROBLEM

No Watry Scope

TASK 2—SET A STRATEGIC DIRECTION

Task 2.1—Existing Conditions and Concept Design

- Watry will review the existing site and site constraints.
- Watry will review City of Santa Clara off street parking municipal code.
- Watry will study 2 on grade parking concepts and 2 structured parking concepts.
- Watry will control the stall count, circulation, entries/exits, and ramping
- Watry will coordinate with Smith Group on master planning of vehicle paths and entries/exits
- Watry shall attend meetings (one in person and two by WebEx)

TASK 3—PROGRAM LEVEL EIR

Task 3.1—Existing Conditions and Concept Design

- Watry will assist Smith Group with EIR documentation based on the preferred option from task 2.
- Watry Design, Inc. shall attend meetings (one in person and two by WebEx)

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

Task 4.1— Development of the Design of the Preferred Option

- Watry will develop the design and provide more detail for the preferred option to assist with pricing.
- Watry will provide a Basis of Design Document that will describe features and elements included in the parking. Watry will coordinate with MEP and other disciplines to create this document.
- Watry Design, Inc. shall attend meetings (two in person and four by WebEx)
- Watry will assist team with user separation/integration issues related to parking, and provide parking control recommendations
- Watry Design, Inc. will provide striping plans for the parking areas with all ADA, Cal Green Designated and EV parking depicted

TASK 5—APPROVE THE PLAN

Task 5.1— Respond to Comments

- Watry will respond to comments as needed to gain plan approval

- Watry will revise plans as needed based on comments.
- Watry will attend one meeting in person and one meeting via WebEx

TASK 6—PROJECT MANAGEMENT & CLIENT MEETINGS

Task 6.1—Project Management & Client Meetings

- Watry will attend up to 2 client meetings
- Watry will manage the parking portion of the project

KPFF Consulting Engineers — Structural Engineering

TASK 1—DEFINE THE PROBLEM

Task 1.1—Project Kick-Off Meeting and Site Visit

Participate in the project kick-off meeting and visit the site to understand the existing topography and conditions.

Task 1.2—Attend Project Meetings

Participate in project meetings as needed.

Task 1.3—Develop Structural Basis of Design Narrative

Review existing site reports including geotechnical reports, existing and new. Prepare preliminary structural basis of design and include necessary/applicable code requirements and material specifications.

TASK 2—SET A STRATEGIC DIRECTION

Task 2.1—Attend Project Meetings

Participate in project meetings as needed.

Task 2.2—Develop Alternative Structural Systems

Develop typical framing plan narratives for the different building types being considered. Plans will include information to assist with preliminary pricing such as steel tonnage, concrete and reinforcing sizes, wood framing, etc. These plans and information will be included in the final structural basis of design.

TASK 3—PROGRAM LEVEL EIR

Task 3.1—Attend Project Meetings

Participate in project meetings as required and provide narratives describing structural systems of buildings if required.

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

Task 4.1— Attend Project Meetings

Participate in project meetings as needed.

Task 4.2— Phasing Plans

Participate in project meetings to determine phasing plan options and opportunities that optimize the owner's goals and vision.

Task 4.3— Review Cost Estimate

Review cost estimate for structural systems portion and areas which cross over with structural such as exterior facades and MEP systems.

TASK 5—APPROVE THE PLAN

Task 5.1— Attend Project Meetings

Participate in project meetings as needed.

Task 5.2— Complete Structural Basis of Design Narrative

Provide final structural basis of design document and supplemental presentation material for final presentation.

TASK 6—PROJECT MANAGEMENT & CLIENT MEETINGS

Task 6.1—Project Management & Client Meetings

Participate in project coordination, overall project management and attend meetings as needed throughout Tasks 1-5.

Fehr & Peers—Transportation Planning

TASK 1—DEFINE THE PROBLEM

As part of this task, Fehr & Peers will:

- Attend the project kick off meeting
- Perform a high-level inventory of the Civic Center site to identify key transportation conditions, issues and opportunities, including the existing pedestrian and bicycle network, design of streets and intersections, and existing site access points
- Review applicable codes and other City documents relevant to the transportation conditions of the site, including the City's General Plan, Bicycle Master Plan, and Pedestrian Master Plan
- Compile draft and final notes briefly documenting our findings

TASK 2—SET A STRATEGIC DIRECTION

As part of this task, Fehr & Peers will work with the project team to identify key site constraints from a transportation perspective for the two design concepts. We will also confirm and refine site circulation and access goals for the site, including those relating to street connections and access points, bicycle and pedestrian circulation and loading/unloading space. This will include assessing the potential for shared parking between land uses to accommodate peak parking demand and assessing opportunities for Transportation Demand Management (TDM) measures in order to reduce single occupant vehicle use.

We will also:

- Compile draft and final notes briefly documenting our findings

TASK 3—PROGRAM LEVEL EIR

Fehr & Peers will prepare a transportation analysis in support of the Program Level EIR. The scope of the analysis will be developed in concert with City staff once the master plan concepts have been developed. At that stage the extent of the changes and their implications regarding the magnitude of new traffic generation, size of the study area, and affected transportation systems will be known. Because of the Program Level nature of the EIR and CEQA changes due to SB 743, we will focus primarily on the broader project effect on the local transportation system. This will include:

- Estimating daily and AM and PM peak hour vehicle trip generation
- Estimating the new Vehicle Miles Travelled (VMT) generated by the project
- Evaluating potential changes to transit, walking and bicycling conditions, including any conflicts with existing or proposed facilities or plans
- Evaluating how the project will affect emergency vehicle access, safety and circulation

- Conducting peak-hour level of service calculations for site access intersections (fee based on 6 intersections for four scenarios)

The evaluation of peak hour operations of other intersections is not included as part of this task/fee and will be discussed with City staff after the concepts have been created.

We have budgeted 6 hours of time to respond to comments on the Admin Draft EIR in order to prepare the Draft EIR. We have also budgeted for 6 hours of time to respond to public comments on the Draft EIR. We have not assumed attendance at any public hearings as part of this task.

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

For this task we will work closely with the Project Team to identify project phasing and implementation needs relating to site circulation. We will develop the draft transportation section of the Master Plan for review by the City.

TASK 5—APPROVE THE PLAN

We have budgeted 8 hours for edits to the draft Master Plan transportation chapter to produce a final version. We will attend one Core Team meeting and one City Council meeting to present the Final Master Plan.

TASK 6—PROJECT MANAGEMENT & CLIENT MEETINGS

Fehr & Peers has not assumed attendance at any additional project meetings beyond those specific above. Additional meeting attendance, if needed, can be accommodated as an optional task.

TASK 1—DEFINE THE PROBLEM

Task 1.1—Tree assessment

Evaluate inventory of trees within the project area provided by client. Review report and map. Field verify findings. Identify opportunities and constraints.

Task 1.2—Update team on trees

Conduct site walk with project team to identify tree assets and liabilities.

TASK 2—SET A STRATEGIC DIRECTION

Task 2.2—Team support

Provide input in response to team questions.

TASK 3—PROGRAM LEVEL EIR

Task 3.1—Team support

Provide input on existing trees in response to team questions.

Task 3.2—Team support

Provide input on proposed plant palette in response to team questions.

Task 4.1— Team support

Provide input on existing trees in response to team questions.

TASK 5—APPROVE THE PLAN

Task 5.1— Team support

Provide input on existing trees in response to team questions.

TASK 6—PROJECT MANAGEMENT & CLIENT MEETINGS

Task 6.1—Project Management & Client Meetings

LAND ECON GROUP—ECONOMICS AND FISCAL ANALYSIS

TASK 1—DEFINE THE PROBLEM

Task 1.1—Project Kick-off Meeting and Site Visit

LEG will attend the project kick-off session and site visit with the team.

Task 1.2—Residential Market and Land Value Analysis

LEG's Task 1 market analysis will focus on multi-family residential. For this analysis, both condominiums and rental apartments will be analyzed for product mix, price per square foot, future price points and absorption rates. The analysis will also examine current and planned development projects in the campus vicinity, both as an indicator of market demand and as a mark of upcoming competition. We will also assemble and review recent land transaction values for residential development within the City of Santa Clara and nearby communities to provide benchmarks for the Civic Center analysis.

Task 1.6—Financial Modeling of Residual Land Values

As part of the revised Task 1, LEG will estimate land values generated by two alternatives as they apply to private development for revenue generation. The two alternatives are defined as: 1) A parcel of approximately five acres across the street from the Triton Museum, and 2) The entire developable portions of the Civic Center campus properties. The amount of land made available, the densities proposed, the parking strategies and the location of the development parcels will influence the values of the parcels created for private development. LEG will work with the Smith Group to create the appropriate concept alternatives for financial analysis.

LEG will then employ its financial model to analyze the residual land value generated by these two alternatives and translate these values into land lease revenue streams where appropriate. The following variables will be incorporated into the pro forma financial analysis: 1) land parcel area, 2) development program, 3) sales price or monthly rent per SF or per unit, 4) rate of price or rent increase, 5) absorption schedule, 6) direct construction cost for building and parking by type, 7) construction financing, 8) long-term financing, 9) debt coverage ratio, 10) project capitalization rate, 11) indirect construction cost, 12) operating cost and revenue, 13) project terminal value at the end of the analysis period, and 14) the developer's expected internal rate of return. The model also will be used to understand the financial relationships between community benefits extraction (i.e. inclusionary housing) and residual land values generated. LEG will provide a Task 1 Economics Report within approximately six weeks of authorization to proceed.

Task 1.10—City Council Study Session

LEG will attend and participate in the City Council currently scheduled for December 17, 2019.

TASK 2—SET A STRATEGIC DIRECTION

No work anticipated here unless authorized by City for the Optional Services shown in the Fee Schedule.

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

No work anticipated here unless authorized by City for the Optional Services shown in the Fee Schedule.

SHERWOOD DESIGN ENGINEERS – Civil Engineering

TASK 1—DEFINE THE PROBLEM

Task 1.1—Kickoff Meeting and Facility Tour

Sherwood Design Engineers (Sherwood) will attend one (1) kickoff meeting with the client to gather background information, discuss schedule, and begin to establish the goals for sustainable infrastructure and project program. This meeting will include one (1) site tour with the client and City personnel and project managers to gain critical insight into the existing utility infrastructure, the existing conditions at the site, current maintenance and operations, and gather background information as required. Presentations and submittal of documents at this meeting are specifically excluded.

Task 1.2—Data Collection and Project Basis of Design

Sherwood will gather available relevant data for the project site, including utilities, hydrology; topography; materials; soil data; and easements. Available information will be compiled into working base plans covering site civil related information.

Deliverables:

- Site Civil Base Plans

Task 1.3—Opportunities and Constraints

Sherwood will analyze the relevant data gathered by the team during Task 1.2 for the project site with a focus on opportunity areas for stormwater management, challenged buildable zones (based on the existence of underground facilities and input from the project geotechnical engineer) and sustainable infrastructure networks. Sherwood will pay special attention to existing and infrastructure elements that may impact building placement. We will identify opportunities for improving existing utility corridors and begin to look at opportunities for installing new corridors in a pattern that provides site plan and landscape flexibility. Sherwood will analyze drainage and stormwater management requirements and identify high level approaches that the project can take to meet them. This phase of work will ensure a comprehensive understanding of the site and allow us to develop a technical foundation to support the Design Team and City's vision through the life of the project.

Deliverables:

- Develop Opportunity and Constraints Exhibit as related to Hydrology, Green Infrastructure, and Stormwater Management.
- Develop Opportunity and Constraints Exhibit(s) as related to Underground Utility Networks.

TASK 2—SET A STRATEGIC DIRECTION

Task 2.1—Workshop #2 and Analysis

Sherwood will prepare for and attend one (1) workshop during this Task with the Design Team and City to discuss, analyze and establish the goals for sustainable infrastructure. During this meeting, Sherwood will work with the City and Design Team to discuss key opportunities around water resources and stormwater management, site hydrology, and utility services. We will work to support all aspects of sustainability including performance standards and materials for the various civil-related infrastructure elements.

Task 2.2—Alternative Scenarios

Sherwood will work with SmithGroup to establish conceptual base plans for the proposed project, with a focus on conforming the project's civil infrastructure to the opportunity areas presented by the site. Sherwood will analyze stormwater management, green infrastructure, wet utilities, and overall utility layout strategies. A maximum of two (2) alternatives will be studied by Sherwood during this task.

Deliverables:

- Develop Exhibit(s) if necessary, documenting approach to Green Infrastructure and Stormwater Management and Wet Utilities at the Campus.
- Sherwood will prepare for and attend one (1) workshop during this Task with the Design Team and City to discuss, analyze

Task 2.3—Concept Development

Sherwood will work with SmithGroup to integrate conceptual grading, stormwater management and utilities into the preferred site plan. For one (1) selected/preferred concept alternative, Sherwood will provide a conceptual utility plan for civil “wet” utilities (potable water, sanitary sewer, storm drain conveyance). This concept utility plan will include horizontal alignments for backbone infrastructure elements and major utility structures as needed. On this plan Sherwood will include Dry Utilities and Hydronic-based Utilities designed by SmithGroup. An emphasis to reduce the amount of hard infrastructure and provide sustainable solutions will be included as part of this task. This plan will organize mains, services and appurtenances and their respective surface access points to zones and corridors that maximize efficiency while striving to have the least impact on the landscape design and the pedestrian environment. Coordination with the City and Design Team will be an important aspect of both the below grade and above grade planning. Care will be taken for all proposed utility routing to meet existing municipal requirements, complement the proposed vision, improve performance and lifecycles, maximize utility-free zones, and minimize the disturbances of maintenance over time.

Sherwood will develop an approach to stormwater management and green infrastructure based on the Civic Center Concept Design. This plan will be integrated with the landscape design and include the necessary calculations to confirm that treatment can be provided as per City of Santa Clara requirements.

Sherwood will provide a conceptual grading plan that will include general pad elevations for major structures/parking areas and conform grading to existing tie in locations at roadways and property lines. General site drainage, hydrology, and sustainable stormwater management will be considered as part of the grading plan, as well as a focus to balance earthwork.

Deliverables:

- Utility Plan(s) (single line diagram format)
- Stormwater and Green Infrastructure Plan
- Grading Plan (and Earthwork Calculation)

TASK 3—PROGRAM LEVEL EIR

Task 3.1—Technical Memo

Sherwood will author a technical memo for use by the EIR consultant in the preparation of the DEIR covering drainage and stormwater management, earthwork, and wet utility systems.

Deliverables:

- Technical Memo covering Site Civil Plan Elements

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

Task 4.1— Phasing and Implementation

Sherwood will work with the City and Design Team to establish a viable and constructible phasing plan for civil infrastructure items. Pertinent data from the City related to operational needs, critical utilities to remain in service, shutdown time limits, etc. will be required to efficiently and fully complete this task. Sherwood will provide a brief memorandum and supporting diagrams (if required) to be input into the overall phasing plan to be compiled by SmithGroup.

Task 4.2— Cost Estimate Support

Sherwood will provide input at a master plan level for civil engineering items including grading, drainage and wet utilities for as the project Cost Estimator prepares the project cost estimate. Sherwood will be available to work with the project cost estimator to answer questions and clarify assumptions.

Task 4.3— Master Plan Draft

Sherwood will prepare notes and single line diagram exhibits to cover the following key elements:

- Demolition (narrative only)
- Grading & Earthwork
- Drainage & Stormwater Management
- Domestic and Fire Water
- Sanitary Sewer

The Sherwood team will coordinate with other Design Team members as required to develop the master plan.

TASK 5—APPROVE THE PLAN

Task 5.1— Final Plan Edits

Based on the input received from the City of Santa Clara, Sherwood will revise and resubmit the Draft Documents to SmithGroup.

Deliverables: Text edits in Microsoft Word format.

Task 6—Project Management & client meetings

Task 6.1—Project Management & Client Meetings

Sherwood will attend the following meetings:

- Workshop #2
- Project Kickoff and Site Visit
- Facilities User Meeting

Directional Logic – Cost Consulting Services

TASK 1—DEFINE THE PROBLEM

- Prepare preliminary Program Cost Plan for up to three (3) program/prioritization/masterplan alternatives based upon program space plans, available existing conditions and site information. The cost plan will be prepared as Rough order magnitude cost per square foot of the space program and for various building systems upgrades.
- Participate in discussions of initial cost plan and incorporate initial revision
- Assist with project related construction costs including soft costs such as A/E fee, owner's administration, FF&E, insurance and permitting, and project contingency, if necessary.
- Participate in video conferences with the design team as needed
- Attend City Council Study Session December 17, 2019

TASK 2—SET A STRATEGIC DIRECTION

Task 2.5 - Confirm Program/Refine Goals/Vision/Principles

- Prepare preliminary Program Cost Plan for up to three (3) program/prioritization/masterplan alternatives based upon program space plans, available existing conditions and site information. The cost plan will be prepared as Rough order magnitude cost per square foot of the space program and for various building systems upgrades.
- Participate in discussions of initial cost plan and incorporate initial revision
- Assist with project related construction costs including soft costs such as A/E fee, owner's administration, FF&E, insurance and permitting, and project contingency, if necessary.
- Participate in video conferences with the design team as needed

TASK 3—PROGRAM LEVEL EIR

Task 3.1— Project Understanding, meet with City, review Schedule

- Stay abreast of the project development, provide cost advice as necessary
- Participate in video conferences and in person meetings with the design team as needed

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

Task 4.4— Final Master Planning Cost Plan

- Prepare a comprehensive master planning Cost Plan based upon programming report, 3D model, stacking diagrams, phasing plans and final master planning documents and presentation. The cost plan will be prepared in System format for comparison to benchmark cost data and to prepare for design stage cost management.
- Compare and align cost opinions with funding program, if any
- Facilitate an early alignment process with project key stakeholders to maintain a balanced expectation of project/program requirements, the design and funding capabilities with the ultimate goal of the City of Santa Clara.
- Participate in discussions of initial cost plan and incorporate initial revision
- Assist with project related construction costs including soft costs such as A/E fee, owner's administration, FF&E, insurance and permitting, and project contingency, if necessary.
- Prepare a final master planning Cost Plan based on preferred option/priority list
- Participate in video conferences and in person meetings with the design team as needed

TASK 5—APPROVE THE PLAN

Task 5.1— Final Edits and final documentation (as needed) including updates to Cost Estimate as required by City

- Provide update to the Master Planning Cost Plan based on feedback from the City
- Participate in video conferences and in person meetings with the design team as needed

TASK 6—PROJECT MANAGEMENT & CLIENT MEETINGS

Task 6.1—Project Management & Client Meetings

- Participate in video conferences and in person meetings with the design team as needed

Panorama Environmental – CEQA

TASK 3—PROGRAM LEVEL EIR

Task i —Project Understanding and Description, Meet with City, and Review Schedule

Task Description

Panorama will work closely with the design team, initiating and maintaining early coordination during preparation of the City of Santa Clara Civic Center Concept Plan (Concept Plan). During initial development of the Concept Plan, Panorama will provide input regarding pertinent environmental considerations. Panorama will begin preparation of the project description prior to finalization of the design option.

The construction methods, the phasing for the buildings proposed for demolition, the design and locations of the proposed new buildings, and other site improvements will be detailed to the fullest extent feasible while providing the greatest flexibility for future buildout in the Project Description. We assume that the design team will prepare and provide design graphics, such as elevation profiles, which will be used in the Project Description. Panorama will prepare regional, location, and site graphics for inclusion in the Project Description. Panorama will submit a draft of the Project Description to SmithGroup and the City for one round of review each. SmithGroup will have 1 week and the City will have 2 weeks to review the Project Description and provide questions or comments. Panorama will address these questions and comments and the revised Project Description will be used for the Administrative Draft EIR.

This task includes attending one kick-off meeting either at the site or at SmithGroup JJR's office, attended by the Panorama Project Manager and Project Director.

Deliverables

- 1 electronic copy of the draft Project Description

Assumptions

- Panorama will not attend any of the community meetings on the design; the design team will provide detailed notes
- The design team will provide the design option details and the proposed design graphics for the Concept Plan for incorporation into the project description
- The design team will provide all information related to construction, including types and number of equipment, total personnel, construction phasing, total excavation amounts and depths, etc.
- Panorama will prepare regional, location, and site graphics in GIS
- The City will provide comments and edits on the draft Project Description within 2 weeks of receiving the draft

Task ii —Traffic Impact Assessment Review

Panorama will coordinate with Fehr & Peers during preparation of the Traffic Impact Assessment (TIA) to ensure consistency of project details and that the TIA provides adequate detail for the CEQA analysis. Time has been allocated for ongoing coordination and two reviews of the draft TIA.

Task iii —Historic Resources Evaluation

Task Description

Six buildings (City Hall East Wing, City Hall West Wing, and four office buildings), landscape features, and objects (including the Universal Child and St. Claire statues) are located within the project site. The buildings, associated landscape, and objects have not been previously evaluated or designated under any local, state or national historic resource criteria. The Concept Plan would include demolition of several buildings, features, and changes to the landscaping on the project site that may include potentially eligible historic resources. These buildings, associated landscape, and objects will be evaluated for historical significance. Reports and maps pertaining to the site development and history will be reviewed. A field survey will be conducted to collect photographs of buildings older than 45 years, related landscape features, and objects. The integrity of the buildings will be assessed. Modern buildings (less than 45 years old) will also be photographed and briefly described in the report. An Historic Resources Evaluation Report (HRER) will be prepared detailing the historic context statement, physical description of the buildings and landscape, and evaluation under California Register of Historic Resources criteria. Documentation will include preparing California Department of Parks and Recreation (DPR) 523 forms (Primary Records and/or Building, Structure and Object Records as necessary) for the Santa Clara Civic Center (buildings, landscape, and objects) with appropriate maps, site plans and photographs. An Impacts and Mitigation analysis will be prepared as per the CEQA requirements if any project area buildings or landscape features are identified as eligible historic resources under CEQA. The Impacts and Mitigation section will evaluate “significant effects” using the CEQA criteria of “substantial adverse change” for determining the significance of impacts on historic resources. Measures to mitigate the effects will be presented and analyzed for each significant project effect identified. Impacts may be significant and unavoidable. Time has been allocated for one round of review of the HRER by the City. The HRER will be provided as a separate report and appended to the EIR.

Deliverables

- 1 electronic copy of the draft HRER
- 1 electronic copy of the final HRER

Task iv —Other Technical Studies

Task Description

Prepare Air Quality and Greenhouse Gas Analysis

Construction activities would generate air pollutant and greenhouse gas emissions. Operation of buildings with larger footprints could generate greater air pollutant and greenhouse gas emissions than under existing conditions. Panorama will prepare the

air quality and greenhouse gas calculations using the California Emissions Estimator Model (CalEEMod) version 2016.3.2. Emissions will be compared against Bay Area Air Quality Management District (BAAQMD) CEQA thresholds. If criteria pollutant or greenhouse gas emissions generated during construction or operation are significant, mitigation will be prepared to reduce impacts. The emissions with mitigation will also be presented in the analysis. The analysis will be presented in the EIR directly, with the assumptions and results of the model runs provided in an appendix to the EIR. A separate report is not included.

Panorama assumes that all necessary information required to complete this analysis, including duration of construction, size of existing buildings, size of proposed buildings, size of new parking lots, etc. will be provided by the time the NOP is published in order to meet the project schedule.

Prepare Health Risk Assessment

Sensitive receptors in the vicinity of the project site include single- and multi-family residences located within 200 feet of the project site. Construction activities, particularly use of heavy equipment and demolition of the existing City Hall building, could generate toxic air contaminants (TACs) that could affect nearby sensitive receptors. Operation of generators and other operational sources could also expose adjacent sensitive receptors to pollutants. Panorama will prepare a health risk assessment to support the air quality analysis of the Concept Plan. Exposure of nearby sensitive receptors to TACs from construction will be estimated using the United States Environmental Protection Agency's AERMOD (atmospheric dispersion modeling system). Dispersion modeling with the emissions produced by CalEEMod will be conducted using AERMOD and hourly meteorological data from the most representative monitoring station to predict TAC and fine particulate matter exposures associated with construction. The cancer risks associated with modeled construction-period diesel particulate matter concentrations will be computed following the BAAQMD risk management policy guidance. The risks will be compared against BAAQMD CEQA thresholds (i.e., cancer risk of 10 in one million, non-cancer hazards and PM_{2.5} concentration). Cumulative risk from project construction and nearby sources will also be computed. Impacts and mitigation will be defined for any significant health risks. The analysis will be presented in a brief memo, the contents of which will be fully summarized in the EIR.

Prepare Phase 1 Environmental Site Assessment

A preliminary review of the California State Water Resources Control Board GeoTracker and California Department of Toxic Substances Control EnviroStor websites did not yield any open hazardous sites adjacent to the project site. Due to the presence of potential hazardous materials sites, proposed ground-disturbing activities, and construction of new buildings on the project site, a Phase 1 Environmental Site Assessment (ESA) will be conducted.

Readily available information regarding the history of the project site, including historic aerial photographs, and maps will be reviewed. Readily available regulatory agency publications and files will be reviewed. Individuals familiar with the project site and

regulatory officials will be interviewed, if available. A walk-through of the site and a drive-by of the nearby vicinity will be performed. Recognized environmental conditions will be evaluated. Appropriate conclusions and recommendations will be developed as appropriate. If additional studies are needed (such as a Phase II Investigation or Evaluation for Asbestos-containing materials and lead-based paint) we assume that this work will be identified in mitigation and will be performed prior to construction. Additional studies and work are not included in this scope of work. The Phase I ESA will be provided as a separate report and appended to the EIR.

Prepare Noise and Vibration

Sensitive noise receptors in the vicinity of the project site include single- and multi-family residences located within 200 feet of the project site boundary. An urgent care center, museum, child-care centers, and school are located within 1,000 feet of the project site. Demolition and construction activities would temporarily increase ambient noise levels in the vicinity of sensitive noise receptors. Equipment and vehicle use would generate vibration that could affect potentially historic buildings on the project site. Ambient noise levels would be recorded at select locations within the project site and near off-site sensitive receptors. Short-term ambient noise data would be collected from no more than four locations and long-term ambient noise data from no more than one location would be collected. Operational activities could increase noise from relocation of mechanical equipment and increases in vehicle trips. The noise levels during construction and operation would be estimated and the potential for effects identified. As necessary, mitigation measures will be developed to ensure conformance with established noise standards during construction. The analysis will be presented in the EIR directly. A separate report is not included.

Cultural Records Search

Sensitive noise receptors in the vicinity of the project site include single- and multi-family residences located within 200 feet of the project site boundary. An urgent care center, museum, child-care centers, and school are located within 1,000 feet of the project site. Demolition and construction activities would temporarily increase ambient noise levels in the vicinity of sensitive noise receptors. Equipment and vehicle use would generate vibration that could affect potentially historic buildings on the project site. Ambient noise levels would be recorded at select locations within the project site and near off-site sensitive receptors. Short-term ambient noise data would be collected from no more than four locations and long-term ambient noise data from no more than one location would be collected. Operational activities could increase noise from relocation of mechanical equipment and increases in vehicle trips. The noise levels during construction and operation would be estimated and the potential for effects identified. As necessary, mitigation measures will be developed to ensure conformance with established noise standards during construction. The analysis will be presented in the EIR directly. A separate report is not included.

Deliverables

- Phase I ESA
- Note that remaining analyses will be reported directly in the EIR, under task vi

Assumptions

- Panorama assumes that the design team will provide illustrations of the Concept Plan to illustrate the mass and height for use in the EIR analysis. Panorama assumes that the illustrations will be provided to us by the time the NOP is published in order to meet the project schedule.
- Panorama assumes that the design team will provide a finalized arborist report prior to the NOP. No additional tree surveys or biological surveys are included in our scope of work
- Panorama will not conduct additional biological field studies. We assume that avian surveys will be conducted as part of pre-construction mitigation (not included in this scope of work).
- Archaeological field surveys are not needed as the project site has previously been disturbed. Mitigation will be included in case of accidental discovery.
- Illustrations, including visual simulations, that can be used to conduct the visual analysis in the EIR will be provided by the design team and are not included in our scope.
- Panorama assumes that no tribes have requested AB 52 consultation. Should a tribe request notification, Panorama can prepare and submit a consultation letter to the City. The City will be responsible for mailing out the AB 52 consultation letter and any further tribal consultation.
- It is assumed that environmental lien documents (Preliminary Title Report) are needed for only two APNs. Additional environmental lien documentation can be sought for additional cost
- Recommendations provided in the Phase I ESA, such as for preparation of a Phase II ESA or a survey for asbestos and lead paint, will be included as pre-construction mitigation and are not included in this scope.
- Geotechnical studies will be included as pre-construction mitigation and are not included in this scope of work.

Task v —NOP and Public Scoping Meeting

Task Description

Panorama will prepare the Notice of Preparation (NOP) for the Concept Plan. The NOP will be submitted electronically to the City to review and publish. The NOP will be a simple notice, following a format provided by the City. We have not included the preparation of an Initial Study (IS) with the NOP, as it is assumed that an EIR is the appropriate document. We have included an optional task (Optional Task 1) to prepare all other required notices (NOC, County Clerk notice, newspaper notice) and distribute.

Panorama will prepare for and lead a scoping meeting during the public review of the NOP. This task includes the securing the venue, preparing all the scoping materials, preparing a presentation, and leading the meeting. Two staff from Panorama will attend. The task includes budget for a transcriptionist. Panorama will also prepare a Scoping

Report that summarizes the scoping process including the comments received and the topics to be addressed in the EIR.

Deliverables

- 1 electronic copy of the draft NOP to the City
- 1 electronic copy of the final NOP to the City
- Public meeting materials
- Scoping report – one copy, no draft or final, electronic only

Assumptions

- The City will publish the final NOP and provide appropriate NOP notification/mailings
- No Initial Study will be prepared by our team
- The design group would provide large-format graphics to be used at the scoping meeting
- The City would pay or reimburse any fees associated with securing a meeting location
- No refreshments will be provided at the meetings

Task vi —Draft Program EIR

Task Description

Prepare Administrative Draft EIR

Overview. Panorama will prepare the Administrative Draft EIR (ADEIR) incorporating the technical studies to address the Concept Plan. The ADEIR will be consistent with Appendix G of the California Environmental Quality Act (CEQA) Guidelines. The EIR will address each of the environmental parameters identified in the CEQA checklist. The scope and content of each chapter is described here.

Section 1 – Introduction

The Introduction will present an overview that describes the Concept Plan, the purpose of the EIR, a summary of the EIR review and approval process, the format of the EIR, permits required for Concept Plan implementation, and a brief summary of the key areas of environmental concern received in written comments during the scoping period.

Section 2 - Project Description

The Project Description will present a detailed description of the Concept Plan, as described under Task 1.

Section 3 - Environmental Analysis

Overview. The Environmental Analyses section of the EIR will describe the existing environmental and regulatory setting for the project site and Concept Plan, followed by analysis of the direct and indirect impacts of the Concept Plan implementation, focusing on significant impacts. Mitigation measures will be designed to eliminate or reduce any potentially significant environmental impacts to less than significant levels.

The basis of all thresholds of significance is presumed to be those outlined on the CEQA Checklist. Mitigation measures will be developed based on industry standards and City practice, if relevant.

The EIR will be focused on the key resource areas with potential for effects. Several topics with no impacts (or very limited impacts) will be discussed briefly in the introduction to the environmental analysis and then not discussed any further in the EIR. The scope of analysis for the key environmental parameters affected by the proposed project follow.

Topics Dismissed in the Introduction to the Environmental Analysis Chapter

- **Agriculture and Forestry Resources.** Historically the project site was used for agricultural uses, including orchards. No current agricultural uses or forestry uses are located on the project site.
- **Mineral Resources.** Existing uses on and adjacent to the project site do not extract mineral resources.
- **Wildfire.** The project site and surroundings are not classified as within a very high fire hazard severity zone.

Topics to be Addressed in the EIR

Aesthetics. The Concept Plan would define the redevelopment of the project site with modern buildings to provide greater security, up to date technology, increased meeting space, and an Electric Operations Center. The proposed replacement buildings and renovations would be visible from adjacent properties, El Camino Real, Civic Center Drive, Warburton Avenue, Lincoln Street, and Monroe Street.

The design team will provide illustrations and visual simulations of the full Concept Plan buildout that will be appropriate to use in the aesthetics analysis. The aesthetic analysis will qualitatively describe the visual changes associated with the new design, layout, and landscaping. We assume that given the nature of the project as a modernization with integrated and thoughtful design, visual impacts would not be significant.

Air Quality. Panorama will quantify the air pollutant emissions generated during construction and operation, as described in Task 3. Construction of the Concept Plan would be expected to generate short-term construction related emissions from earthmoving operations and use of equipment and vehicles. The replacement and expansion of buildings on the project site and increase in employees and visitors could increase operational emissions. A health risk assessment will be conducted to identify the impacts of air pollutants generated during construction and operation on sensitive receptors adjacent to the project site (as described in Task 3). Panorama will identify mitigation measures to reduce emissions to the extent feasible within the context of current technology.

Biological Resources. The biological resources section of the EIR will address the existing setting, which is characterized as a developed, suburban, and landscaped area. Panorama will run a California Natural Diversity Database query to determine special-status species with potential to occur in the area; however, given the developed and maintained nature of the site, we assume that none are found other than potential avian species. The Biological Resources section will summarize the results of the Arborist Report and the potential for avian species to occur and be impacted by the project construction and operation. Mitigation will be defined to minimize effects.

Cultural and Tribal Cultural Resources. The cultural resources analysis will focus on the evaluation of the buildings, landscape, and objects on the project site as historic resources. The prehistoric and historic setting will be described. The impact assessment will address the potential for discovery of a previously unknown archaeological resource and standard mitigation will be included.

The impact assessment will also summarize the findings of the HRER (as described in Task 3), including the eligibility of the existing buildings and complex for inclusion in the California Register of Historic Places. If found eligible, the impacts to the resource will be defined and mitigation prescribed. We assume that no redesign of the site would occur and that the City would prepare Overriding Considerations for the significant unavoidable impact. The requirements of AB 52 and the process followed will be included in the section (as described in Task 3).

Geology and Soils. The environmental setting will address the fault zones in the vicinity of the site and the geology and soils on the project site will be researched and reviewed to determine potential geologic hazards. The analysis will address impacts related to seismic hazards and soils hazards. Appropriate mitigation measures will be proposed to reduce impacts due to the geology and soils, including requiring geotechnical evaluations.

Hazards and Hazardous Materials. Existing and prior uses on the project site may have included the use and/or accidental spill of hazardous materials which could have contaminated soil and groundwater. The results of the Phase I ESA (as described in Task 3) will be incorporated into the analysis. Recommendations identified in the Phase I ESA will be incorporated as mitigation measures, which may include further detailed investigation, soils remediation or special handling and disposal for soils contaminated from previous agricultural uses, etc.

Hydrology and Water Quality. The Concept Plan could change the project site hydrology resulting in flooding or water quality impacts. Groundwater is expected to be deep in the project area. The environmental setting will describe the current surface drainage patterns in the area and the groundwater characteristics. Panorama will quantify the net change in impervious surfaces, based on the proposed Concept Plan, to determine whether runoff would increase. Impacts to groundwater will also be assessed. Mitigation measures will be developed as applicable to ensure compliance with applicable water quality standards and City requirements. No hydrologic modeling

is included. We assume that the buildings will be supplied with municipal water and there will be no dependence on groundwater.

Land Use and Planning. The Concept Plan could include buildings which do not conform with existing zoning requirements, specifically taller buildings than permitted. If this occurs, the Concept Plan could require variances or conditional use permits. The environmental setting will describe the existing land uses and allowed land uses. The impacts will evaluate the Concept Plan's conformance with applicable provisions of the General Plan and Zoning Ordinances within the context of the CEQA Checklist.

Noise. The Concept Plan would include demolition and construction adjacent to residences. The baseline noise environmental will be presented in the environmental setting, based on the results of the noise studies described in Task 3. The impact assessment will be presented in the EIR as described in Task 3. Mitigation will be identified to minimize effects, where possible.

Population and Housing. The number of employees on the project site is expected to increase with buildout of the Concept Plan. Potential indirect impacts on local and regional population and housing will be addressed.

Public Services. The size of the buildings and number of Civic Center employees on the project site is expected to increase with buildout of the Concept Plan. Potential direct and indirect impacts on public services will be addressed.

Recreation. Buildout of the Concept Plan is anticipated to result in some minor redesign of the Civic Center Park. Impacts from the redesign of this park and on local availability of recreational facilities will be addressed. Mitigation will be defined to minimize effects.

Traffic and Transportation. Fehr & Peers will prepare a TIA (under separate contract to SmithGroup). The Concept Plan has the potential to change on-site circulation and access to the project site. Buildout of the Concept Plan will increase the number of vehicles traveling to and from the project site. We assume that the TIA will provide information regarding potential traffic impacts on area streets and on- and off-site circulation. The environmental setting will address the existing traffic patterns and parking on site. Impacts and recommendations from the TIA will be summarized in the EIR section.

Utilities and Service Systems. The current utility needs, including electricity, wastewater, water, and telecommunications will be described. The City and SmithGroup will provide data on existing and projected utility use. The impact analysis will address both temporary and permanent changes in utility needs. A temporary increase in demand for water could occur during construction, due to the need for dust control water. Due to the age of the existing Civic Center buildings, although buildout of the Concept Plan would increase the size of the buildings, operational impacts are expected to be positive and less than significant. Mitigation will be defined as needed.

Energy Resources. The environmental setting will provide information on energy resources in general. The impact assessment will address the impacts of demolition and construction, including a qualitative assessment of fuel used for demolition and creation of building materials. The impacts assessment will qualitatively address the impacts of energy savings through design features for the life of the new buildings. Due to the age of the existing Civic Center buildings, although buildout of the Concept Plan would increase the size of the buildings, operational impacts are expected to be positive and less than significant. Mitigation will be defined, if needed.

Section 4. Alternatives to the Proposed Project

The alternatives section will address alternatives to the entire Concept Plan that would avoid significant effects and still meet the basic objectives of the Concept Plan. CEQA requires identification of a No Project Alternative and an Environmentally Preferred Alternative as part of this analysis. We will prepare a list of alternatives considered but rejected by coordinating with the design team to understand options that they had considered. We assume that no more than three alternatives will be carried forward for analysis in the EIR. Alternatives could include, but are not limited to, an option that includes more renovation of existing buildings versus total rebuild, reduced scale of buildings, etc. The effects of the alternatives will be addressed in comparison to the proposed project. The alternatives will not be assessed at the same level of detail as the proposed project, in accordance with CEQA.

Section 5. Cumulative Impacts and Other CEQA Considerations

CEQA requires that an EIR discuss cumulative impacts of a project when the project's incremental effect is cumulatively considerable, as defined in 14 CCR Section 15130. Where a lead agency is examining a project with an incremental effect that is not "cumulatively considerable," a lead agency need not consider that effect significant but shall briefly describe its basis for concluding that the incremental effect is not cumulatively considerable. Section 5 will address the cumulative impacts of the Concept Plan when combined with a list of past, present, and probable future projects. The City will provide a list of approved and pending projects within 1 mile of the project site. Panorama will consult other applicable agencies to compile a cumulative project list.

Section 6. Report Preparation

The Report Preparation section of the EIR will list the preparers of the EIR, the public agencies that were consulted, and the members of the public involved in the EIR process.

Section 7. References

The References section will list the sources of information used in the preparation of the EIR.

Screencheck Draft EIR

Panorama will address and incorporate City comments on the Administrative Draft EIR and prepare the Screencheck Draft for City review. The Screencheck Draft will include

the Mitigation Monitoring and Reporting Plan (MMRP) for the project. The MMRP will be included as an appendix. We assume no major changes will need to be made to the analysis, no new technical topics added to the EIR, and no new studies or modeling will be required based on comments from the City. We assume all comments will be provided electronically, compiled into one document, with track changes and comment bubbles from all reviewers. We assume the City will consolidate comments if multiple reviewers are involved.

Draft EIR

Panorama will incorporate City comments on the Screencheck Draft and produce an electronic copy of the Draft EIR for public review.

Deliverables

- 1 electronic copy of the ADEIR
- 1 electronic copy of the Screencheck Draft EIR with tracked changes
- 1 electronic copy of the Draft EIR will be provided broken up by Chapter for ease of use on the City's website
- 1 collated electronic copy of the Draft EIR will be provided for ease of distribution

Assumptions

- Panorama will not provide printed copies of any deliverable, only electronic copies
- The City will conduct their review of each deliverable within 2 weeks
- The EIR will be focused on the key resource areas with potential for effects. Topics with no impacts will be discussed briefly in the introduction to the environmental analysis and then not discussed any further in the EIR.
- We assume that no redesign of the site would occur and that the City would prepare Overriding Considerations for the significant unavoidable impact.
- No hydrologic modeling is included. We assume that the buildings will be supplied with municipal water and there will be no dependence on groundwater.
- We assume that no more than three alternatives will be carried forward for analysis in the EIR.
- The City will provide a list of approved and pending projects within 1 mile of the project site
- We assume no major changes will need to be made to the analysis, no new technical topics added to the EIR, and no new studies or modeling will be required based on comments from the City. We assume all comments will be provided electronically, compiled into one document, with track changes and comment bubbles from all reviewers. We assume the City will consolidate comments if multiple reviewers are involved.
- We will communicate with the City by email and phones as needed to understand and show that we have addressed comments.
- This task includes periodic calls with SmithGroup to update on the project status. Scheduled project calls (such as weekly or biweekly) are not included. We assume that email updates will be provided

- This task also assumes periodic calls with City staff to discuss issues, provide updates on mitigation, etc.

Task vii —Public Meeting on the Draft EIR

Task Description

Panorama will plan for and lead a public hearing on the Draft EIR. Panorama will be responsible for all aspects of planning the public meeting, including:

- Securing the meeting venue
- Preparing all the meeting materials such as sign in sheets and brochures
- Attending a planning meeting with City staff to discuss and strategize for the meeting
- Preparing a presentation that goes through one round of review with the City
- Set up and break down the meeting
- Have two staff attend the meeting

Assumptions

- We assume that the City will prepare the Notice of Availability, newspaper notices, the Notice of Completion, and will package and mail the EIR to the State Clearinghouse and any interested parties or agencies. Optional Task 1 is included should the City wish for Panorama to conduct noticing.
- Our scope does not include preparing any printed copies of the document or Executive Summary.

Task viii —Final Program EIR

Task Description

Overview

The Final EIR will consist of an Introduction, a list of agencies and entities that commented on the Draft EIR, Responses to Comments, Errata, and Mitigation Monitoring and Reporting Program. This task includes preparation of the Findings and Overriding Considerations document.

Prepare Administrative Final EIR

The Administrative Final EIR (AFEIR) will include the Introduction, Response to Comments (with City comments incorporated), and the Errata section. The Introduction will summarize the proposed project and the environmental review process. The Responses to Comments chapter will include the comment letters followed by responses. Panorama will review comments received on the Draft EIR and prepare a list of commenters and their affiliation. Panorama will give each letter an alpha designation and each individual comment will receive an alpha-numeric designation. The comments will be reviewed to determine if any changes need to be made to the Draft EIR. Master responses will be prepared for multiple similar comments to avoid repetition (if warranted). Each substantive comment will receive a response.

The Errata chapter presents corrections or clarifications to the Draft Program EIR based on comments received. Panorama will prepare a Mitigation Monitoring and Reporting Program that will identify each significant impact and mitigation measures. The implementation responsibility, monitoring responsibility, and timing and performance standards will be detailed for each specific mitigation measure. The Draft EIR will not be reprinted fully as part of the Final EIR.

Prepare Screencheck Final EIR

Panorama will incorporate City comments on the AFEIR and prepare a Screencheck Final EIR. We assume that the City will provide one consolidated set of comments in electronic format only including track changes and comment bubbles.

Prepare Final EIR

Panorama will incorporate comments on the Screencheck Final EIR and prepare the Final EIR.

Findings and Overriding Considerations

Panorama will prepare the Findings and Overriding Considerations for the Planning Commission Hearing. The Findings and Overriding Considerations would include, at least, the following:

- A summary of the project
- A summary of the environmental review process and public participation
- The environmental impacts facts and findings, including impacts that would be less than significant, that would be less than significant requiring mitigation, and that would be significant and unavoidable
- The project alternatives
- The statement of overriding considerations, including the project benefits

Deliverables

- 1 electronic copy of the first draft AFEIR with Responses to Comments
- 1 electronic copy of the second draft AFEIR with Responses to Comments
- 1 electronic copy Screencheck Final EIR
- 1 electronic copy of the draft Findings and Overriding Considerations
- 1 electronic copy of the final Findings and Overriding Considerations

Assumptions

- No more than 40 unique comments will be received and addressed on the Draft EIR. Each letter may have multiple unique comments, but the total number of comments will not exceed 40
- No new studies will be needed as a result of the comments
- No substantial changes to the EIR will occur as a result of the comments that would require recirculation, including no changes to the proposed project or design that would require recirculation.
- Panorama will not provide printed copies of any deliverable, only electronic copies

- The City will conduct their review of the first draft AFEIR with Responses to Comments within 3 weeks
- The City will conduct their review of the second draft AFEIR with Responses to Comments within 2 weeks
- The City will conduct their review of the Screencheck Final EIR within 2 weeks
- The City will provide a format or example of a previous Findings and Overriding Considerations document, if desired
- The City will comment on the draft Findings and Overriding Considerations in 2 weeks and provide one consolidated set of comments in electronic format
- Panorama would communicate with the City by email and phones as needed to understand and show that we have addressed comments.

Task ix — Historical and Landmarks Commission Meeting

Task Description

Panorama's architectural historian will be present to answer questions at the Historic Landmark Commission Hearing, but we assume that City Staff will prepare and give the presentation, if needed.

Assumptions

- Panorama will not prepare or give a presentation at the Historic Landmark Commission Hearing, but will only be present to answer questions, if they arise. Panorama assumes that the City Staff will present the project to the Commission.

Task x —Community Development Hearing for Approval of Final EIR

Task Description

Panorama's Project Manager will be present to answer questions at the Planning Commission Hearing, but we assume that City Staff will prepare and give the presentation, if needed.

Assumptions

- Panorama will not prepare or give a presentation at the Community Development Hearing, but will only be present to answer questions, if they arise. Panorama assumes that the City Staff will present the project to the Commission.

Optional Task 1 —Notices and Mailings

Task Description

Prepare and Distribute Notices

Our current scope assumes that the City will prepare all notices except the NOP, which our team would prepare an electronic copy of. This task includes preparation of the remaining notices as well as distribution.

- Notice of Completion for the NOP to be submitted to the State Clearinghouse

- Notice of Availability and Notice of Completion for the Draft EIR to be provided to the State Clearinghouse and County Clerk
- Newspaper notices for public hearings and the availability of the Draft EIR

Prepare Mailings

This task would include preparation of the mailings for the project, including:

- The NOP and NOC to the State Clearinghouse for the NOP
- The Notice of Availability and NOC to the State Clearinghouse for Draft EIR, including the Executive Summary of the Draft EIR with 15 copies printed and disks of the full document
- Direct mailings of the Draft EIR to neighboring properties in disk format or postcard with link to a website where the Draft EIR is available (we can host).
- Notice of Availability of the Final EIR
- Direct mailing of a disk or postcard to commenters and interested parties, with link to a website for the Final EIR.
- Notice of Determination provided within 5 days of the approval of the EIR to the State Clearinghouse

Assumptions

- No printed copies of the Draft and Final EIR are included
 - Any fees would be paid by the City
-

ASSUMPTIONS

SmithGroup assumes that the following information required for the performance of SmithGroup's work shall be provided by the Client:

1. Maintenance Report of existing buildings, for last 3 years
2. Existing condition surveys and tree surveys (in excel)
3. Final Topographic survey including Boundary Surveys and/or title maps
4. Geotechnical investigation and reports (if applicable)
5. Soils report (if applicable)
6. Data and information on the site and environs, existing infrastructure, government regulations, and other information as noted in the scope of work
7. Copies of previous studies and preliminary design for the property (if applicable)
8. Market information and other relevant research materials (if applicable)
9. Other information when requested, when readily available
10. Liaison with Jurisdictional Agencies
11. Governmental Approvals
12. Work to be performed by Client and other consultants as noted in the scope of work, including, but not limited to regulatory compliance services
13. Timely review by Client on generated reports—2 weeks
14. Timely review of PowerPoint or Memorandums—2 days
15. All other assumptions are outlined in the body of this "Attachment A"
16. Any enhanced structural performance objectives for specific building types
17. Parking inventory (if available)
18. Boundary Surveys, Deeds, Title Reports and other title related documents or notes

EXCLUSIONS

The following services and products are not included with this contract:

1. Survey of the site which includes topography, tree locations, infrastructure, titles and other needs for a complete survey to use for future construction documentation
2. Tasks as indicated to be performed by others
3. Cost estimating, beyond the current scope noted
4. Bidding and negotiating services
5. Services or products requested beyond the Scope of Work and or Limit of work
6. Fees: payment for governmental permits, application fees, processing fees, and plan check fees
7. Geotechnical and hydrological reports
8. Agricultural / horticultural soil testing
9. Fine grading and drainage design and construction documentation
10. Irrigation design
11. Water feature design
12. Signage design
13. Site lighting design
14. Waterproofing

15. Agency Plan Checking Processing
16. As Built Drawings
17. Conceptual design drawings of adjacent intersections or streets
18. Title Research Cost reconciliation with cost opinions provided by a Third Party
19. Facilitation of formal Value Engineering (by Certified Value Specialist) and Risk Workshops
20. Costing of temporary relocation of staff and/or building content, operational costs, project financing and legal, and Life cycle cost analysis.



EXHIBIT B SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

Santa Clara Civic Center Master Plan		Exhibit B: Schedule of Fees		DRAFT Fee Proposal		SMITHGROUP Updated: October 1, 2019							
	Tasks	SmithGroup Team	Consultants				Consultants : WBE, LBE, SBE, MBE						Total
Task #	BASE SERVICE – Task Description	Masterplanning, Landscape Architecture, Architecture, Workplace Strategies, & MEP Systems Strategy and Sustainability	Parking Design	Structural Engineering	Transportation	Arboretist	Real Estate Market Analysis	Civil Engineering	Cost Planning	Program Level EIR			Total Consultant Fee
			Watry	KPFF	Fehr & Peers	Hort Science	Land Econ Group	Sherwood	Directional Logic	Panorama			
			Muel Davis	Blake Dismuth	Shawn Davis	Jim Clark	Bill Lee	John Leys	Jenny Young	Travis Trees			
1	Define the Problem												
i	Project Kick-off / Site Visit / Visioning Meeting (as applicable by expertise)												
ii	Economic Analysis												
iii	Site inventory and Analysis (as applicable by expertise)												
iv	Review applicable codes, background & understanding (as applicable by expertise)												
v	Refine Project Goals, priorities, and target dates												
vi	Compile all requisite base information & Survey												
vii	Public Meetings (2)												
viii	Draft Notes and Final Notes for this task; potential PPT slides for summary/presentation												
ix	Core Team Presentation												
x	City Council Study Session												
	Define the Problem Total Fee	\$ 194,900	\$ -	\$ 3,160	\$ 11,930	\$ 3,980	\$ 34,950	\$ 12,784	\$ 18,060	\$ -			\$ 279,764
2	Set a Strategic Direction												
i	Workplace/Work Process & Discovery Finding												
ii	Site Development and Site Constraints												
iii	Alternative Scenarios & Concept Development												
iv	Market Analysis and Economics												
v	Confirm Program/Refine Goals/Vision/Principles												
vi	Revisit goals, priorities, and target dates												
vii	Public Meetings (7)												
viii	Draft Notes and Final Notes for this task; potential PPT slides for summary/presentation												
ix	Core Team Presentation												
x	City Council Meeting (select a preferred Plan)												
	Set a Strategic Direction Total Fee	\$ 551,240	\$ 15,480	\$ 10,300	\$ 9,840	\$ 880	\$ -	\$ 22,291	\$ 15,480	\$ -			\$ 625,491
3	Program Level EIR												
i	Project Understanding and Description, Meet with City, and Review Schedule												
ii	Traffic Impact Assessment Review												
iii	Historic Resources Evaluation												
iv	Other Technical Studies												
v	NOP and Public Scoping Meeting												
vi	Draft Program EIR												
vii	Public Meeting on the Draft EIR												
viii	Final Program EIR												
ix	Historical and Landmarks Commission Meeting												
x	Community Development Hearing for Approval of Final EIR												
	Program Level EIR Total Fee	\$ 40,800	\$ 2,500	\$ -	\$ 57,120	\$ -	\$ -	\$ 9,468	\$ -	\$ 235,531			\$ 345,419
4	Directional Plan and Implementation												
i	Coordinate with CEQA Team, City, and setting framework of Master Plan Documentation with Team												
ii	Develop Visionary Strategy Narrative, Diagrams												
iii	Phasing Plans & Implementation Strategy												
iv	Final Cost Estimate												
v	Draft Notes and Final Notes for this task; potential PPT slides for summary/presentation												
vi	Core Team Presentation												
vii	City Council Study Session												
viii	Master Plan Draft												
ix	Final Edits and final documentation (as needed)												
	Directional Plan and Implementation Total Fee	\$ 248,825	\$ 20,700	\$ 820	\$ 12,340	\$ 1,320	\$ -	\$ 18,264	\$ 33,920	\$ -			\$ 336,185

[illegible]

SMITHGROUP RATES: WAGE RATES BY CLASSIFICATION FOR 2019*

CLASS DESCRIPTION	BILLING RATE
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Architect I	\$110
Architect II	\$135
Architect III	\$185
Architect IV	\$220
Architect V	\$275

Engineer I	\$130
Engineer II	\$155
Engineer III	\$170
Engineer IV	\$220
Engineer V	\$275

Interiors I	\$110
Interiors II	\$135
Interiors III	\$185
Interiors IV	\$220
Interiors V	\$275

Landscape Architect I	\$110
Landscape Architect II	\$135
Landscape Architect III	\$150
Landscape Architect IV	\$220
Landscape Architect V	\$275

Clerical	\$100
Intern	\$80
Specification Writer	\$225
Technical / Administrative	\$155
Visualization Specialist	\$155

Principal	\$275
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Explanatory Notes:

1. Project Managers are billed at their classification rate.
2. The terms "Architect", "Landscape Architect" and "Engineer" are used for billing purposes only to indicate that the individual is in the referenced discipline and may or may not be a licensed professional within the project jurisdiction.
3. Rates may be adjusted annually and be effective January 1, of each year. Rate adjustments upon concurrence with City.

Watry Design, Inc.

	<u>Hourly Rates</u>
Matt Davis Associate Principal	\$230
Shruti Namjoshi, Assistant Project Manager	\$190
Salvador Garcia, Staff Designer	\$160

KPFF

	<u>Hourly Rates</u>
Blake Dilsworth	\$235
David Rossi	\$175

Fehr & Peers

	<u>Hourly Rates</u>
Matt Haynes, Principal	\$310
Taylor Whitaker, Project Manager	\$145
Project Engineer/Planner	\$140
Graphics/GIS/Administration	\$135

HortScience | Bartlett Consulting

	<u>Hourly Rates</u>
James Clark, Managing Consulting Arborist	\$220
Darya Barar, Consulting Urban Forester	\$185
Jane Whitcomb, Arborist & CAD	\$150
Administration	\$70

LAND ECON GROUP

	<u>Hourly Rates</u>
William Lee, Senior Partner	\$175
Tanya Chiranakhon, Managing Partner	\$125

Sherwood Design Engineers

	<u>Hourly Rates</u>
John Leys, Principal	\$280
Andrea Fortun, Project Manager	\$186
Maika Nicholson, Project Engineer	\$171
Audrey Gozali, Designer	\$145

Directional Logic

	<u>Hourly Rates</u>
Jenny Young, Principal/PM	\$215
Joe Pinheiro, Cost Planner	\$165
Alfred Louie, MEP Chief	\$180
Jackie Chan, A/S Cost Planner	\$155

Panorama Environmental

	<u>Hourly Rates</u>
Tania Treis, Principal	\$210.00
Caitlin Gilleran, Project Manager	\$155.00
Ward Hill, Architectural Historian	\$148.50
Denise Bradley, Landscape Historian	\$159.50
Principal Planner	\$185.00
Project Planner	\$120.00
GIS/Cartographer	\$135.00
Project Analyst	\$115.00
Senior Noise/Air Specialist	\$242.00
Noise/Air Specialist	\$181.50
Hazards Specialist Principal	\$287.10
Hazards Specialist Project I	\$181.50
Hazards Specialist Staff I	\$127.60
Hazards Specialist CAD Operator	\$145.20
Hazards Specialist Admin	\$125.40
Cultural Principal Investigator	\$159.50
Cultural Research Scientist	\$143.00
Archaeologist	\$93.50
Cultural Graphics/Illustration	\$105.60
Cultural Clerical/Admin	\$77.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

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, Contractor and/or its subcontractors 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 Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Electric Department

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

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

EXHIBIT D LABOR COMPLIANCE ADDENDUM

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

J. 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 who 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.

K. 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.

L. 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.