EBIX Insurance No. S200003686

AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND JANA SOKALE ENVIRONMENTAL PLANNING

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Jana Sokale, an individual doing business as Jana Sokale Environmental Planning, with its principal place of business located at 7788 Hazelnut Drive, Newark, California 94560 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). 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 professional services more fully described in this Agreement, at Exhibit A, entitled "SCOPE OF SERVICES"; and

B. 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,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled "Proposal to the City of Santa Clara Creek Trail Network Expansion Master Plan" dated January 12, 2017 ("Proposal") set forth in Exhibit A, which constitutes the basis for this Agreement.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2020.

3. CONTRACTOR'S SERVICES TO BE APPROVED BY A LICENSED PROFESSIONAL.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by a 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 professional responsible for their preparation.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform 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.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

6. WARRANTY.

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

omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

7. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed 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 and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. 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 at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

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

11. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE".

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

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.

14. 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.

15. 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, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. 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.

18. 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.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports 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.

20. 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 three (3) 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 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.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, 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 reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. 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 with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. 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.

28. 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.

29. NOTICES.

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

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 983-0931

And to Contractor addressed as follows:

Jana Sokale Environmental Planning
7788 Hazelnut Drive, Newark, CA 94560
or by facsimile at 510-795-1533

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT 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.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict 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.

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

for
BRIAN DOYLE
Interim City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

Dated: 5.18.17

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

JANA SOKALE
an individual doing business as
JANA SOKALE ENVIRONMENTAL PLANNING

Dated: May 3, 2017
By: Jana Sokale
(Signature of Person executing the Agreement on behalf of Contractor)
Name: JANA SOKALE
Title: Principal Planner
Local Address: 7788 HAZELNUT DRIVE
NEWARK, CA 94560
Email Address: janaslc@aol.com
Telephone: (510) 793-3490
Fax: (510) 795-1533

"CONTRACTOR"

K:\Engineering\6-TED\Projects\RFPs\RFP for SC Creek Trail Network Master Plan\Jana Sokale Environmental Planning\AGREEMENT with Jana Sokale EP for SCTN MasterPln Rev040517 (w DRAFT watermark).docx

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
JANA SOKALE ENVIRONMENTAL PLANNING

EXHIBIT A

SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVIES IS TO BE PROVIDED TO THE CITY OF SANTA CLARA BY CONSULTANT UNDER THIS AGREEMENT:

I. GENERAL

The City desires to engage a professional Consultant for the services described in the below BASIC SCOPE OF SERVICES.

Consultant will be expected to provide complete, professional, high-quality services and products; to provide consultation and work with the City staff and others who are involved with the Project; and to provide the expertise, guidance, advice, assistance in accomplishing the work.

II. BACKGROUND AND PROJECT

A. BACKGROUND

In 2013, the City completed the Feasibility Study for the City's Creek Trail Network Expansion. The study evaluated the Calabazas Creek, Saratoga Creek and the San Francisco Public Utility Commission's (SF PUC) Hetch Hetchy right-of-way for the feasibility of expansion of the off-street trail network within the City. The Study included benefits and significance of segments, the feasibility of building the trails, and also provided high level budget estimates for design and construction of the trails.

Per City Manager's direction, the City is to engage the professional services of a Consultant to provide a Master Plan for the 3 trail corridors, being the next step of the process in implementing City Council's desire to expand the Creek Trail Network.

B. PROJECT

Consultant is to provide complete engineering analysis, environmental, planning and design services for preparing a Master Plan for the City's Trail Network Expansion Project of three trail corridors (Calabazas Creek, Saratoga Creek, and the Hetch Hetchy right-of-way). This includes field investigations, data and information gathering, performing topographic surveys, hydrology engineering, development of trail standards and trail alternatives, preliminary design documents, preparation of an Impact Study for a California Environmental Quality Act (CEQA) document, environmental analysis for the Initial Study and Mitigated Negative Declaration (IS/NMD), conducting information and

coordination meetings with City staff, related committees, and interested stakeholders, public outreach and input, providing all necessary visual and technical materials to illustrate conceptual trail alignments and/or engineered crossings for each corridor, and project management. Other services not specifically mentioned but included are those as indicated in the original Request for Proposal released on December 14, 2016, entitled "Master Plan for City of Santa Clara Creek Trail Network Expansion".

Consultant is to provide professional services that meets the City's needs, is efficient and cost-effective, and is within the approved budget and schedule, meeting the goals of the Project.

Task	Detailed Task Location
1. Project summary, background and description, along with the goals and purpose, of the Master Plan.	Tasks 1, 6, 7 and 8
2. Administer and facilitate required city staff and City Council, Commission and Committee meetings.	Tasks 1E, 2G, 3B-3J, 4I, 5B, 5F, 6C-6D, 7B and 9F
3. Public Outreach and Input	Task 5
4. Trail Alignments and Engineered Crossings	Task 2, 4, 6, 7, 8 and 10
5. Trail Standards	Task 4, 6, 7 and 8
6. Environmental Documentation and Coordination	Task 9
7. Financial Information and Cost Analysis	Tasks 2B, 4H, 6B, 7A and 8A

1. PROJECT START UP

   The Consultant team will thoroughly research and review all relevant background documents and mapping. Key project team members will attend a kick-off meeting with City staff to review the project goals, assess available background information and review the project schedule.

   Under this task, the Consultant's Project Manager will manage the consultant team and coordinate with City's project manager to deliver the project on budget and on schedule.

   a. Review Background Documents – Consultant will gather and review background documents including the San Tomas Aquino/Saratoga Creek Trail Map, Bicycle Master Plan, Santa Clara Bike Map, VTA Bikeways Map, adjacent jurisdictions bicycle and pedestrian plans and maps, natural resource inventories, 'As Built' record drawings and other pertinent information

   b. Identify Any Additional Technical Data Needs – Identify additional project needs for conducting the master plan.

c. Develop Project Schedule – Consultant will update the project schedule, present it to City at the project's kick-off meeting, and incorporate any comments received. This schedule will serve as the baseline for measuring progress throughout the duration of the project.

d. Attend Kick-off Meeting with City Staff (1 Meeting) - Consultant will attend kick-off meeting to initiate the project. Discuss the project goals and objectives, identify any new information or development projects that may influence trail feasibility, review the schedule and milestones and identify communication lines.

e. Execute Subconsultant Contracts, Manage Project and Coordinate Subconsultants Throughout Task I, the Consultant will: Execute subconsultant contracts, and maintain contact with City Project Manager and sub-consultant team; conduct telephone conversations; provide direction to sub-consultants and review sub-consultant work; plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget; perform ongoing general project management with the client, subconsultants and stakeholders including preparing contract paperwork, e-mails and phone calls and maintaining project files.

TASK 1 DELIVERABLES

- One (1) Kick-off Meeting Agenda
- One (1) Kick-off Meeting Minutes
- Background Documents Bibliography
- Baseline Project Schedule

2. DATA COLLECTION AND REVIEW

Consultant will collect and review relevant information, and develop the platform on which engineering evaluation and Master Plan preparation will take place.

a. Field Topographic Survey – Aside from available City-provided aerial geo-rectified images, Consultant will conduct additional field topographic surveys where deemed necessary. The accuracy of all surveys will meet U.S. National Mapping Standards. On-site control points and temporary benchmarks will be set as necessary for topographic survey tasks. The coordinate system will be CCS83 Zone 3. The elevations will be NAVD88. This scope of work includes field topographic survey at the following locations:

i. Collection of creek cross-section surveys within 300 feet of each side of bridge structures where in-channel trail undercrossing is proposed in the previously prepared Feasibility Study. These cross-sections will be used to conduct before-project and after-project hydraulic evaluations to be performed under a different task. The trail undercrossing locations include:

Along Calabazas Creek:

- Highway 237
- Old Mountain View-Alviso (New bridge is under design by Sunnyvale)
- Tasman Drive
- Scott Boulevard
- Kifer Road

ii. Collection of field topographic survey along the approximate centerline alignments of proposed overcrossing structures, tunnels, or undercrossings of roads and rails. The survey limits will extend for 500 feet on each side from the edges of the facilities to be crossed. The centerline surveys will be conducted at intervals sufficient to approximately determine the profile and conform locations for the trail at the crossings.

Along Calabazas Creek

- Highway 101 - POC
- Central Expressway - POC
- Caltrain/HSR – Tunnel

Along Hetch Hetchy

- UPRR/HSR/Lafayette Street – Tunnel

iii. Collection of field topographic survey along the approximate centerline alignments of proposed pedestrian bridges. The survey limits will extend for 200 feet upstream and downstream of the creek to be spanned by the pedestrian bridge. The centerline surveys will be conducted at intervals sufficient to approximately determine the profile and conform locations for the trail at the crossings.

Along Calabazas Creek

- Existing crossing Calabazas Creek just upstream of Hetch Hetchy needs access ramps from Hetch Hetchy to reach trail on top of elevated levee
- Crossing Calabazas Creek between Scott Boulevard and Central Expressway
- Crossing Calabazas Creek at Pomeroy Elementary School

Along Saratoga Creek (bridges are contingent upon redevelopment projects)

- Crossing Saratoga Creek at Bowe Avenue
- Crossing Saratoga Creek at Stevenson Street

iv. Additional field surveys to supplement City-provided aerial images in certain instances, such as to determine existing improvement limits where features are obscured by foliage on the aerial images.

b. Right-of-Way - City will provide available GIS information for right-of-ways along the trail segments within the project limits. At locations where additional right-of-way may be necessary to accommodate proposed improvements, Consultant will research record mapping and as-built documents at Caltrans, Santa Clara County, SCVWD, the City, and other cities where feasible, and review available record of surveys, parcel maps, and final maps (subdivisions). Using found monumentation track, the best available evidence will be collected to delineate the right-of-way. It is assumed that sufficient monumentation will be found from record maps contiguous with the project limits to delineate the right-of-way. Consultant will designate ten (10) locations of no more than 200 feet in length each, for this effort. Consultant will provide right-of-way and utility relocation cost estimates for up to five (5) trail underpass/overcrossing/tunnel locations with approximately twenty (20) properties impacted for each alternative. Consultant will provide up to five (5) utility relocations to be included under this task.

c. Field Visits – Consultant will undertake field visits as necessary to collect data on the following:

- Corridor Width and Existing Facilities – Top of Bank (TOB), Right-of-way (ROW), Existing Trails
- Alternative Transportation Connections - Other Trails, On-street Bike Facilities, Rail Lines, Busses, etc.
- Channel Conditions and Form - natural, levee, concrete lined/2:1 slope, vertical walls
- Bridge Types, - tapered abutments, vertical supports, box culvert, etc.
- Roadway Crossings - signalized, free right turns, 4-way stop, 2-way stop, etc.
- Biological Conditions - habitat type, tidal influence, SCVWD vegetation preserve, known sensitive species

d. Utility Mapping - City will provide contact information of utility companies known to operate in the area.

i. Request as-built maps for existing improvements from City of Santa Clara, Santa Clara County Roads & Airports, Caltrans, Caltrain, Union Pacific Railroad, San Francisco Public Utilities Commission, Peninsula Corridor Joint Powers Board, PG&E and Santa Clara Valley Water District.

ii. Prepare and mail utility mapping request letters; follow-up with utility companies to obtain the utility maps; plot the utilities on the project base map.

e. Project Base Map - Compile the data collected through the above tasks in the form of a project base map. The base map will include plan views of the

proposed trail alignments at 1"=100' scale on 24"x36" sheets. The base map will represent the existing conditions upon which engineering evaluations will take place under a separate task.

f. Feasibility Study Revalidation Memo - The Creek Trail Network Expansion Feasibility Study, prepared by Jana Sokale in 2013, provides a clear framework for preparing the Master Plan. However, the context at some locations has changed, largely due to the heightened development activity in Santa Clara. Context changes may include recent and planned developments, policy changes by stakeholders, planned public improvements such as the County Expressway improvements and Caltrain improvements associated with California High Speed Rail. Consultant will review the Feasibility Study to evaluate whether such changes in context affect the conclusions reached in the Feasibility Study. Consultant will summarize in a memorandum the evaluation of these changes and any updates to the recommendations in the Feasibility Report.

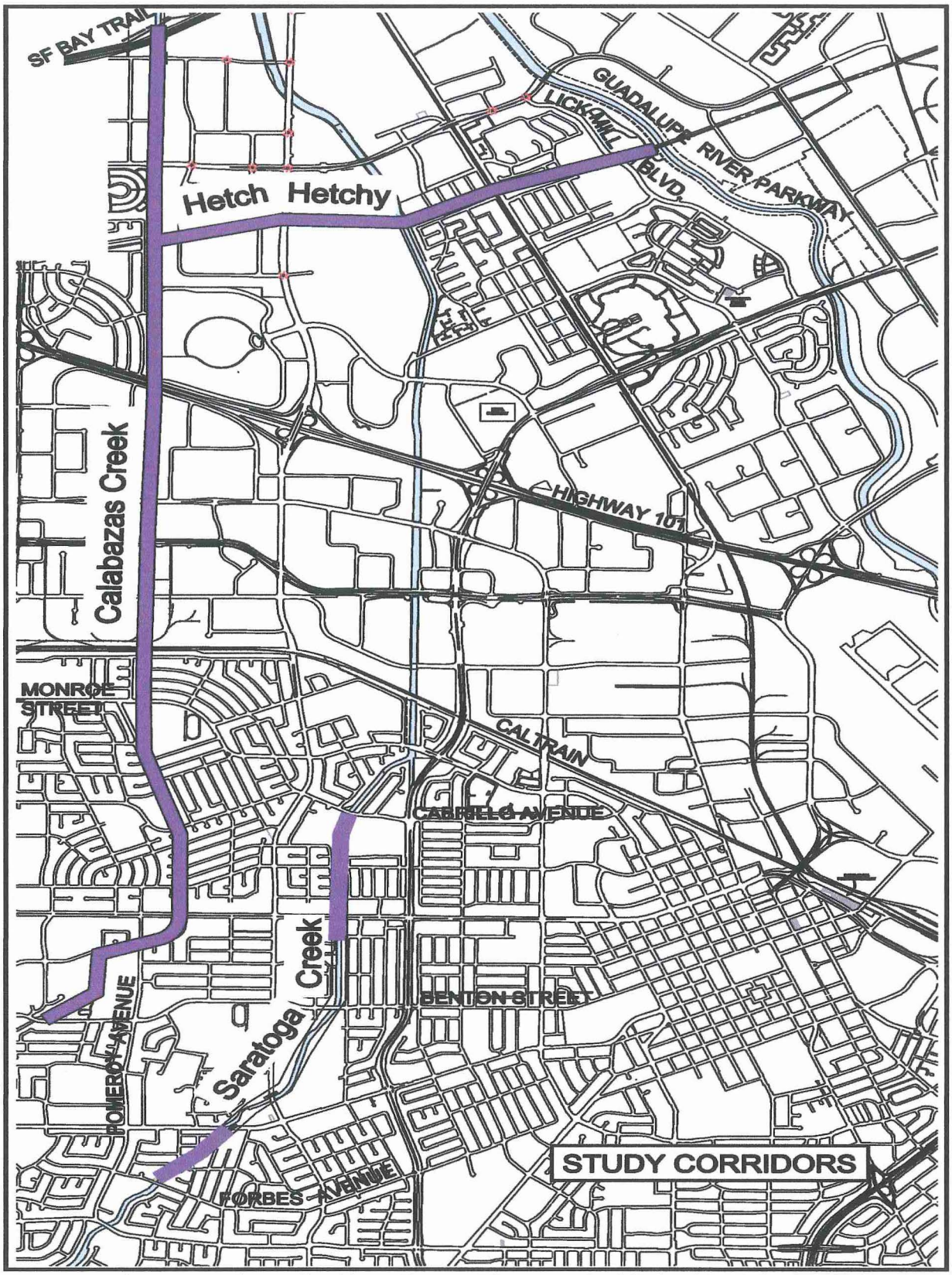
g. Attend One (1) Meeting with City Project Manager to Review Findings of the Revalidation Memo – Consultan will meet with City staff to review memo and seek direction.

h. Update Project Schedule - Update meeting and work schedule.

i. Manage Project and Coordinate Subconsultants – Throughout Task 2, maintain contact with City Project Manager and sub-consultant team. Conduct telephone conversations, provide direction to sub-consultants and review sub-consultant work.

TASK 2 DELIVERABLES

- Project Base Map
- Feasibility Study Revalidation Memo
- Updated Schedule



The master plan will address the corridor areas highlighted in violet.

3. STAKEHOLDER COORDINATION

a. Update Agency Contact List - Our team has an extensive list of agency contacts collected at the Feasibility Study phase of this project. Consultant will review their extensive list of agency, and update it for changes in personnel as well as addition of any new stakeholders. Consultant will maintain and update the agency contact list throughout the life of the project for use by our team as well as City staff.

b. Santa Clara Valley Water District (SCVWD) Coordination - Most of the proposed trail alignment for Calabazas Creek and Saratoga Creek will be located within Santa Clara Valley Water District right-of-way. The project has the potential to be highly disruptive to SCVWD operations. Consultant will hold up to three (3) coordination meetings with SCVWD with the goal to work closely with the District to make sure that their needs are met in the following areas:

   i. Flood-carrying capacities of the creeks are maintained

   ii. Flow velocities remain at levels that do not increase erosion potential

   iii. Access for District maintenance crews are preserved or enhanced

   iv. New trails do not result in added burden on District maintenance efforts

   v. Habitat along creek corridors are preserved, mitigated, and enhanced

c. Caltrans Coordination - The proposed trail network along Calabazas Creek will pass through Caltrans right-of-way at three locations: State Route 237 (undercrossing), State Route 101 (overcrossing), and El Camino Real (at-grade). The proposed trail along Saratoga Creek has one Caltrans interface at El Camino Real (at-grade). Coordination with Caltrans will focus on identifying and addressing major concerns from Caltrans' perspective and obtaining concurrence on the concepts of the crossings. Formal approval of the crossings typically occurs as a separate process in the form of an Encroachment Permit or Project Study Report/Project Report (PSR/PR), which are not part of this scope. Consultant will hold up to two (2) meetings with Caltrans to review the crossing options.

d. Santa Clara County Roads & Airports Coordination - The proposed trail network along Calabazas Creek will pass under Central Expressway, which is under the jurisdiction of Santa Clara County Roads and Airports department. The coordination with Roads and Airports will focus on integration of the proposed creek trail with the planned expressway expansion project that is currently being planned by the County. Consultant will hold one (1) meeting with the agency.

e. San Francisco Public Utilities Commission (SFPUC) Coordination - The proposed Hetch Hetchy Trail will be located within SFPUC right-of-way. The coordination objective will be to obtain SFPUC guidance on trail design that minimizes disruption of SFPUC operations and complies with safety requirements. Consultant will hold up to two (2) meetings with SFPUC.

f. Peninsula Corridor Joint Powers Board (JPB), Caltrain - The proposed Calabazas Creek Trail will pass through right-of-way owned and operated by Caltrain. The goal of the coordination with JPB is to develop a trail crossing concept that is compatible with Caltrain operations and safety needs and with the planned electrification to support High Speed Rail (HSR). Consultant will hold up to two (2) meetings with the JPB.

g. Capital Corridor/Altamont Corridor Express (ACE)/Union Pacific Railroad (UPRR) - The proposed Hetch Hetchy Trail will span right-of-way owned by UPRR that supports the Capital Corridor and ACE train routes. The goal of the coordination with rail line operators and owner is to develop a trail crossing concept that is compatible with operations and safety needs. Consultant will hold up to one (1) meeting with these agencies. It is assumed that all agencies will participate together in these meetings.

h. Mission College - The proposed Calabazas Creek Trail will connect to Mission College. The goal of the coordination with the school will be to facilitate strong pedestrian and bicyclist connections to the campus and to address any needs for right-of-way in the area of Highway 101 and Perimeter Road. Consultant will hold up to two (2) meetings with the Mission College.

i. Land Owners - The proposed trails may also require coordination with other adjacent establishments and land owners, including Great America, 49ers and others. The goal of these outreach efforts will be to identify factors that may influence trail development and operations and to present conceptual design soultions to gather feedback. Consultant will hold up to three (3) meetings with adjacent establishments and land owners.

j. City Departments and Commissions/Committees - It is important to receive input and validation from various City departments and commissions/committees during the development of the Master Plan. The timing, goal, and content of these meetings will be developed in coordination with City staff. As a best practice, Consultant will engage these parties early in the project so that their perspectives are incorporated into the development of the Master Plan. City staff will lead the coordination for this task. Consultant will provide support, under this task.

    i. Parks and Recreation Commission – one (1) meeting

    ii. Bicycle Pedestrian Advisory Committee – one (1) meeting

    iii. City Staff – six (6) meetings

k. Update Project Schedule – Consultant will update meeting and work schedule.

l. Manage Project and Coordinate Subconsultants – Throughout Task 3, Consultant will maintain contact with City Project Manager and sub-consultant team. Consultant will conduct telephone conversations, provide direction to sub-consultants and review sub-consultant work.

TASK 3 DELIVERABLES

- Agency Contact List
- Attendance at eighteen (18) Stakeholder Meetings
- Eighteen (18) Stakeholder Meeting Agendas and Minutes
- Attendance at six (6) Staff Meetings
- Six (6) Staff Meeting Agendas and Minutes
- Attendance at two (2) Commission/Committee Meetings
- Two (2) Commission/Committee Meeting Minutes
- Updated Schedule

4. ENGINEERING EVALUATION

a. Class I Trail Segments - Preliminary layouts of creek trail segments will be superimposed on the project base maps at 1"=100' scale. The layouts will show proposed trail alignment, width, location of retaining structures, proposed trail amenities, and proposed modification of existing improvements, such as walls, fences, utilities, outfalls, etc. Typical cross-sections will be included on the plans. No profiles or other elevation information will be included. The trail segments that will be evaluated are listed below.

Calabazas Creek Trail:

- SF Bay Trail to State Route 101
- State Route 101 to Monroe Street
- Monroe Street to Benton Street

Hetch Hetchy Trail:

- Calabazas Creek to Guadalupe River

Saratoga Creek Trail:

- Monroe Street to El Camino Real
- El Camino Real to Central Park*
- Homeridge Park* to Forbes Avenue

** NOTE: The portion of Saratoga Creek between Homeridge Park and Central Park is currently under design, and hence excluded from this scope of work.*

b. Trail Crossings

i. At-Grade Crossings - Preliminary layouts will be prepared at 1"=40' scale for at-grade trail crossings. The crossing concepts will be developed with focus on safety and convenience of trail users. Where possible, integration of the trail crossings with nearby intersections by using short segments of two-way cycle tracks will be explored. Potential traffic control measures at the crossings will be evaluated based on existing traffic counts to be collected under a different task. The following at-grade crossings will be evaluated:

Along the Calabazas Creek Trail alignment:

- Monroe Street
- El Camino Real
- Pomeroy Avenue

Along Hetch Hetchy Trail alignment:

- Patrick Henry Drive
- Old Ironsides Drive
- Great America Parkway
- Lickmill Boulevard

Along the Saratoga Creek Trail alignment:

- Benton Street

ii. Trail Underpasses - Preliminary layouts, profiles, and typical cross-sections will be prepared for proposed underpasses at 1"=40' scale. The undercrossings will be laid out to meet Caltrans Class I trail design standards, as well as Americans with Disabilities (ADA) requirements. Retaining walls, utility relocations, right-of-way needs will be identified. Hydraulic evaluation of the underpasses will be performed under a separate task. The following proposed trail underpasses will be evaluated:

- Calabazas Creek at State Route 237
- Calabazas Creek at Old Mountain View-Alviso Road - NOTE: A replacement bridge for Old Mountain View-Alviso Road is currently under design in the City of Sunnyvale. Consultant will ensure the new bridge design integrates with the Calabazas Creek Trail.
- Calabazas Creek at Scott Boulevard
- Calabazas Creek at Kifer Road

iii. Trail Overcrossings and Tunnels - Preliminary layouts, profiles, and cross-sections will be prepared for proposed overcrossings and tunnels at 1"=40' scale. The crossings will be laid out to meet requirements of the respective agencies that have jurisdictions over the facilities. The layouts will include preliminary locations and dimensions for structures, approach ramps, and retaining structures.

The following proposed trail overcrossings will be evaluated:

- Calabazas Creek at State Route 101
- Central Expressway

The following trail tunnels will be evaluated:

- Calabazas Creek at Caltrain/UPRR
- Calabazas Creek at Hetch Hetchy

iv. Pedestrian Bridges - Preliminary plans, profiles, and typical cross-sections will be prepared for pedestrian bridges at 1"=40' scale. The plans will show limits of structures, potential structure types, approach ramps, right-of-way needs, and potential utility relocations. The following pedestrian bridges will be evaluated:

- Existing crossing of Calabazas Creek upstream of Hetch Hetchy
- A new crossing of Calabazas Creek between Scott Boulevard and Central Expressway
- A new crossing of Calabazas Creek at Pomeroy Elementary School
- A new crossing of Saratoga Creek at Bowe Avenue
- A new crossing of Saratoga Creek at Stevenson Street

c. Hydraulic Evaluation - Trail underpasses were previously identified as feasible at five locations along Calabazas Creek including Highway 237, Old Mountain View-Alviso Road (new bridge currently under design by Sunnyvale), Tasman Drive, Scott Boulevard and Kifer Road. Under this task, Consultant will complete comprehensive hydraulic analyses to confirm that suitable trail configurations are practical at each of these points. Hydraulic modeling using the U.S. Army Corps of Engineers HEC-RAS software platform will be completed with particular emphasis on two reaches (237 to Tasman and Scott to Kifer). Close coordination with SCVWD will assure that all hydrologic and hydraulic input parameters are consistent with their latest design tools. Modeling will include design flow rates from the 2- up to the 100-year events so that output can be used for assessment of factors ranging from trail functionality to flood conveyance/control. Specific hydraulic output parameters will include water surface elevations, energy gradelines, right and left bank freeboard and flow velocities. Separate model builds will be completed for existing and proposed geometries so that the impact of undercrossing retrofits can be explicitly identified and quantified at each step in Master Plan refinement.

d. Landscape Architecture - Consultant will identify ways to integrate the trail alignments and crossings into each of the corridors in order to optimize habitat preservation and enhance trail users' experience. Consultant will provide the following graphic and design support for the Master Plan and public meetings:

General Graphics

- Prepare three (3) typical trail cross sections
- Prepare three (3) plan views, and elevations of typical maps, signs, site furnishings, trailheads and interpretive exhibits

Calabazas Creek Corridor Graphics

- Prepare three (3) full color trail alignment maps for each section of the trail corridor
- Prepare one (1) plan view and one (1) elevation for a typical parkland pedestrian bridge such as at Hetch Hetchy and between Scott Blvd and Central Expressway
- Prepare one (1) plan view, one (1) elevation and one (1) perspective rendering for both the Highway 101 and the Central Expressway overcrossings
- Prepare one (1) plan view and one (1) elevation for a typical underpass and ramps at Tasman and Scott
- Prepare two (2) plan views, two (2) elevations and one (1) perspective drawing for the Cal Train Corridor crossing
- Prepare two (2) plan views for typical at grade crossings such as at Cabrillo, Machado, El Camino Real and Pomeroy

Hetch Hetchy Corridor Graphics

- Prepare one (1) full color alignment map
- Prepare one (1) plan view for the at grade crossing at Great America parkway
- Prepare one (1) plan view showing access to San Tomas Aquino Creek Trail
- Prepare one (1) plan view for the at grade crossing at Patrick Henry Drive and one (1) at Lick Mill Blvd.
- Prepare one (1) plan view for the Great America parking lot trail alignment
- Prepare one (1) plan view showing access to connect to the Calabazas Creek trail

Saratoga Corridor Graphics- Monroe Street to Stevens Creek Blvd.

- Prepare two (2) full color alignment maps
- Prepare one (1) plan view showing trail alignment at Forbes Avenue
- Prepare one (1) plan view showing trail at Cabrillo Middle School/Bowers Park

e. Geotechnical Evaluation

i. Review of Available Data – Consultant will review available published maps and reports pertinent to site conditions and also review City-provided geotechnical investigations, from past nearby projects to gain an

improved understanding of subsurface geotechnical constraints including potential liquefaction.

ii. Geologic Mapping - A detailed site reconnaissance will be completed by a Certified Engineering Geologist and a Geotechnical Engineer including examination of the toe of proposed locations for overcrossings, underpasses and tunnels. Consultant will inspect trail alignments that are close to very steep, potentially unstable embankments and consider appropriate mitigation design measures. Site photographs will be taken, and localized geologic mapping will be completed of potential identified problem areas.

iii. Geotechnical Analysis – Gathered site and meeting information will be considered and geotechnical analysis completed to prepare preliminary cost estimates for project construction.

iv. Text Preparation – Consultant will prepare appropriate geotechnical sections of the draft Master Plan including descriptions of geotechnical conditions, constraints, and applicable engineering solutions. Consultant will respond to public comments and City staff comments regarding geotechnical aspects of the trail network design and revise draft documents as warranted.

f. Traffic Analysis for On-Street, At-Grade Trail Crossings – Consultant will perform traffic analysis for each of the eight (8) at-grade crossing locations to be evaluated under Task 4.B.ii; conduct morning (7-9 a.m.) and afternoon (4-6 p.m.) peak period counts of pedestrians, bicyclists, and vehicles, with classification of vehicles; provide traffic Level of Service (LOS) calculations for before-project and after-project conditions; and evaluate LOS under Existing, Existing plus Project, Cumulative Baseline and Cumulative plus Project Conditions.

g. Trail Design Standards and Guidelines – Consultant will develop Master Plan Trail Design Standards for each of the three corridors built upon the analysis done in the previous Feasibility Study and information obtained from stakeholders at public ourtreach and agency meetings. The unique physical and biological characteristics of each corridor will also guide the development of the Design Standards. As a part of the Master Plan, the Trail Design Standards will provide the City with recommendations for right-of-way acquisition. The Master Plan will also illustrate key locations for easements or acquisitions on properties identified for future redevelopment. Trail design standards will highlight the requirements of collaborating jurisdictions and adopted standards for bicycle and pedestrian facilities.

i. Trail Design Standards will show standard trail widths and cross slopes for each trail corridor and take into account current on-street and off-street design standards that may include:

- Caltrans Highway Design Manual: Chapter 100 Bicycle Transportation Design
- Caltrans Complete Streets Implementation Action Plan
- Santa Clara Valley Transportation Authority Bicycle Technical Guidelines
- Santa Clara Valley Water District Guidelines for Land Use Near Streams
- Santa Clara Countywide Trail Master Plan with Updated Regional Trail Connections Map
- Santa Clara County Uniform Interjurisdictional Trails Design, Use and Management guidelines
- ADA Standards for Accessible Design

ii. Trail Design Guidelines

- Signage: Graphic standards, material options and locations for each corridor will be provided. The guidelines will impart clear identities that make each corridor immediately recognizable and special.
- Maps: Graphic standards and locations will be provided. Maps should show how each trail corridor links into a larger system, and how the trail links to facilities such as trailheads, other trail systems and the City's pedestrian and bicycle circulation in general.
- Interpretive Exhibits: Exhibit locations will be identified and the surrounding natural, historic, biological and cultural resources pertinent to each exhibit will be listed. Environmental resource themes that link the trail systems to local and regional trails will be defined.
- Trailheads: Trail Heads will be identified. How trail heads might be sustained and maintained over the long term, addressing both construction materials and construction management techniques will be illustrated, with focus on resource preservation, and environmental enhancement.
- Stewardship: Potential restoration and mitigation areas will be identified, with a list of appropriate plant species for each trail corridor.

h. Cost Analysis - For the segments and crossings identified above, Consultant will prepare a preliminary estimate of probable cost. Quantities will be prepared for the items included on the conceptual plans. Unit costs will be based on readily available bid data from recent projects. For other items, reasonable lump sum estimates will be included. Right-of-way costs will be included for improvements that encroach into private properties. The estimates will include support costs such as final design and construction management. Other costs, including utility relocations, will be approximated. The estimates will include biological mitigation costs for proposed in-creek undercrossings as well as other trail segments that affect sensitive habitat.

i. Engineering Evaluation Meetings (3 meetings) - During the development of the engineering solutions, Consultnt will meet with City staff to review alternative concepts and resolve project issues.

j. Update Project Schedule – Consultant will update meeting and work schedule.

k. Manage Project and Coordinate Subconsultants – Throughout Task 4, Consultant will maintain contact with City Project Manager and sub-consultant team. This includes conducting telephone conversations, providing direction to sub-consultants and review of sub-consultant work.

TASK 4 DELIVERABLES

- Engineering Drawings
  - Trail Segments Exhibit
  - Eight (8) At-Grade Crossings Exhibits
  - Four (4) Underpass Exhibits
  - Four (4) Overcrossing and Tunnel Crossing Exhibits
  - Five (5) Pedestrian Bridge Crossing Exhibits
- Hydraulic Analysis Memo
- Traffic Analysis Memo
- Geotechnical Evaluation Memo
- Cost Estimate Summary by Segment and Crossing
- Graphics Illustrating Trail Alignment and Crossing Concepts
  - Six (6) Full Color Trail Alignment Maps
  - Sixteen (16) Plan Views
  - Eight (8) Elevations
  - Three (3) Perspective Renderings
  - Three (3) Cross-sections
- Attendance at three (3) Staff Meetings
- Staff Meeting Agendas and Minutes
- Updated Schedule

5. PUBLIC MEETINGS

The Consultant team will present the site analysis findings, trail alignments and conceptual crossings solutions at three (3) public meetings. The team will solicit information from the community on the proposed pedestrian and bicycle facilities. One meeting will be held for each corridor under study. Information gathered from the community will be integrated into the master plan report. The consultant team will prepare the meeting agendas, meeting announcements, presentation materials and summaries of meeting comments. The summaries will become appendices to the master plan report.

a. Prepare Exhibits for Community Meetings – Prepare draft and final exhibits (maps, cross-sections and perspective illustrations) for community meetings. Develop exhibits that will also be used in the master plan report.

b. Attend One (1) Meeting with City Project Manager to prepare for Public Meetings – Meet with City staff to review public meeting materials and seek direction.

c. Saratoga Creek Corridor Public Meeting – Prepare agenda and presentation materials for illustrating trail alignment, crossing solutions and routing options along Saratoga Creek. The Consultant will provide a summary of the meeting comments and a list of follow-up action items.

d. Calabazas Creek Corridor Public Meeting – Prepare agenda and presentation materials for illustrating trail alignment, crossing solutions and routing options along Calabazas Creek. The Consultant will provide a summary of the meeting comments and a list of follow-up action items.

e. Hetch Hetchy Corridor Public Meeting – Prepare agenda and presentation materials for illustrating trail alignment, crossing solutions and routing options along the Hetch Hetchy corridor. The Consultant will provide a summary of the meeting comments and a list of follow-up action items.

f. Review Public Comments and Determine Alignments and Crossing Solutions for Inclusion in Master Plan report with Staff – This meeting will focus on the selection of the preferred alignments and crossings solutions to be included in the master plan report. The Master Plan report will also include the findings of the field reconnaissance, comments communicated by the affected agencies and the ideas generated at the three public meetings that helped to frame the selection of the alignments.

g. Refine Trail Alignments and Crossings Concepts based upon Public Input – Incorporate public input on the alignments, crossings solutions and other trail related features into the plans for Saratoga Creek, Calabazas Creek and the Hetch-Hetchy corridor.

h. Update Project Schedule – Update meeting and work schedule.

i. Manage Project and Coordinate Subconsultants – Throughout Task 5, Consultant will maintain contact with City Project Manager and sub-consultant team, that includes conducting telephone conversations, providing direction to sub-consultants and review of sub-consultant work.

TASK 5 DELIVERABLES

- Public Meeting Exhibits and Powerpoint Presentations
- Attendance at three (3) Public Meetings
- Attendance at two (2) City Meetings

- Two (2) City Meeting Agendas and Minutes
- Three (3) Public Meeting Summaries for use as Appendices to the Master Plan
- Updated Schedule

6. ADMINISTRATIVE DRAFT CREEK TRAIL NETWORK EXPANSION MASTER PLAN REPORT

The Master Plan Report will describe the purpose and benefits of expanding the Santa Clara Trail Network and the process undertaken to investigate the three corridors. The report will highlight the findings of the site analysis and describe the routes and crossings engineered to meet site conditions and agency input. The proposed alignments and conceptual crossings will be detailed at a level sufficient to communicate design objectives in the Master Plan Report.

The Master Plan Report will provide additional tools for evaluating development decisions. It will include tiered recommendations regarding phasing and funding. The Master Plan Report will provide budget estimates that include right-of-way, utility relocation, mitigation, permitting, and construction and design costs sufficient for budgeting purposes. Potential partnership opportunities that come to light during the investigation will also be documented in the report.

The chapters of the administrative draft report will be prepared and submitted for staff review over the course of the project to enhance Consultant's ability to keep the project on schedule and within budget.

a. Prepare and Submit Table of Contents – The Table of Contents will be submitted to the City Project Manager for review and input prior to developing the Administrative Draft Master Plan Report.

b. Prepare and Submit Administrative Draft Creek Trail Network Expansion Master Plan Report – Develop a Administrative Draft Creek Trail Network Expansion Master Plan Report and submit three (3) copies to the City Project Manager for staff review. The City Project Manager will consolidate all staff comments into one document to provide to Consultant. The Administrative Draft Creek Trail Network Expansion Master Plan Report will include chapters, mapping, illustrations, conceptual plans and illustrations Trail Access Points on:

i. Executive Summary

ii. Purpose, Benefits, Process and Community Input

iii. Summary of Expanded Trail Network

iv. Saratoga Creek Alignment and Crossing Concepts

a) Route Descriptions

b) Solutions to Constraints
c) Transportation Connections, Staging Areas, Trail Access Points and Amenities
d) Land Acquisition

v. Calabazas Creek Alignment and Crossing Concepts

a) Route Descriptions
b) Solutions to Constraints
c) Transportation Connections, Staging Areas, Trail Access Points and Amenities
d) Land Acquisition

vi. Hetch Hetchy Alignment and Crossing Concepts

a) Route Descriptions
b) Solutions to Constraints
c) Transportation Connections, Staging Areas, Trail Access Points and Amenities
d) Land Acquisition

vii. Trail Design Standards and Guidelines

viii. Environmental Mitigations

ix. Trail Implementation and Phasing Recommendations

x. Capital Improvement Project Budget Estimates

xi. Appendices - Subconsultant Reports and Community Meeting Minutes

c. Attend One (1) Meeting with City Project Manager to Review Staff Comments – Meet with City staff to review comments on administrative draft master plan report and seek direction on final report.

d. Update Project Schedule - Update meeting and work schedule.

e. Manage Project and Coordinate Subconsultants - Throughout Task 6, Consultant will maintain contact with County Project Manager and sub-consultant project team. Conduct telephone conversations, provide direction to sub-consultants and review work.

TASK 6 DELIVERABLES

- Administrative Draft Creek Trail Network Expansion Master Plan Report – Three (3) copies and electronic files
- Attendance at one (1) Meeting
- One (1) Meeting Agenda

- One (1) Meeting Summary
- Updated Project Schedule

7. DRAFT CREEK TRAIL NETWORK EXPANSION MASTER PLAN REPORT

The Consultant team will incorporate staff comments into the Draft Creek Trail Network Expansion Master Plan Report.

a. Prepare and Submit the Public Draft Creek Trail Network Expansion Master Plan Report - The Consultant will consolidate comments, make revisions and prepare Draft Creek Trail Network Expansion Master Plan Report and will submit three (3) copies and one (1) electronic file to the City Project Manager.

b. Attend City Council, Park and Recreation Commission and Bicycle and Pedestrian Advisory Committee Meetings – Present Draft Trail Master Plan at meetings.

   i. Attend Two (2) City Council Meetings (Study Session and Regular Meeting) to Present Draft Trail Master Plan

   ii. Attend Two (2) P&R Commission and BPAC Meetings to Present Draft Trail Master Plan

c. Attend Meeting with City Project Manager to Review Staff Comments (1 Meeting) – Meet with City staff to review comments on public draft master plan report and seek direction on final report.

d. Update Project Schedule - Update meeting and work schedule.

e. Manage Project and Coordinate Subconsultants – Throughout Task 7, maintain contact with City Project Manager and sub-consultant team. Conduct telephone conversations, provide direction to sub-consultants and review sub-consultant work.

TASK 7 DELIVERABLES

- Draft Creek Trail Network Expansion Master Plan Report – Three (3) copies and electronic files
- Attendance at four (4) City Council/Commission/Committee Meetings
- Four (4) Commission/Committee Meeting Minutes
- Attendance at One (1) Staff Meeting
- One (1) Meeting Agenda and Minutes
- Updated Project Schedule

8. FINAL CREEK TRAIL NETWORK EXPANSION MASTER PLAN REPORT

The Consultant team will incorporate staff comments into the Final Creek Trail Network Expansion Master Plan Report.

a. Prepare and Submit the Final Creek Trail Network Expansion Master Plan Report - The consultant will consolidate comments, make revisions and prepare Final Creek Trail Network Expansion Master Plan Report and will submit thirty (30) copies and one (1) electronic file to the City Project Manager.

b. Update Project Schedule - Update meeting and work schedule.

c. Manage Project and Coordinate Subconsultants – Throughout Task 8, maintain contact with City Project Manager and sub-consultant team. Conduct telephone conversations, provide direction to sub-consultants and review sub-consultant work.

TASK 8 DELIVERABLES

- Final Creek Trail Network Expansion Master Plan Report – Thirty (30) copies and electronic files
- Updated Project Schedule

9. INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

The 2010-2035 General Plan EIR is a programmatic document intended to provide tiering for subsequent project-level environmental reviews. The General Plan EIR anticipated supporting subsequent actions including infrastructure and public facilities siting and project approvals. The Consultant will prepare an IS/MND on the Master Plan by relying on the programmatic EIR to the greatest extent feasible to provide streamlining and avoid redundancy. The Consultant will utilize existing sources of information including the 2010-2035 General Plan EIR, project feasibility report, other City plans and policies, the City's municipal and zoning code, and regional, state and federal agency policies and regulations to support the impact analysis for the Master Plan.

Consultant will rely upon technical reports from the Master Plan team to provide analysis for traffic, hydrology, and geotechnical impacts.

The focus of the Initial Study impact analysis will be on project elements that could have either direct or indirect physical impacts on the environment. In order for the City to approve the Master Plan with an IS/MND, all identified impacts must be mitigated to less than significant levels. To the greatest level of detail that can be defined with the information currently available, the CEQA document must include performance standards and guidelines, Best Management Practices (BMP), and uniformly applied development regulations that will avoid or mitigate impacts.

Consultant will prepare an Initial Study (IS) based on the Environmental Checklist contained in the CEQA Guidelines to analyze the project's potential impacts. Consultant will provide thorough and comprehensive answers to each Checklist question including an environmental and regulatory setting discussion,

impact discussion and mitigation measures, as appropriate. The impact analysis will be supported by tables, figures, maps, and graphics as appropriate. Source information will be referenced.

Consultant will also rely on biological information gathered for the General Plan EIR but will update it as necessary for the trail settings.

a. CEQA Project Initiation – Consultant will provide an early review of the preliminary draft (40%) Master Plan to identify mitigation that can be incorporated into the project design to reduce potential significant environmental impacts. This would also alert the Master Plan Team of any potential issues that need to be resolved prior to final (90%) design.

   The Consultant will work progressively with the Master Plan team to develop a comprehensive list of data needed to analyze the project's environmental impacts. The Consultant will also visit the trail alignments described in the Master Plan to gain an understanding of project context, to document site conditions for the project description, and to document conditions of particular concern for the environmental analysis.

b. CEQA Project Description – The Consultant will prepare a project description that will support the environmental impact analysis. The project description will serve as the basis for all subsequent analysis of environmental impacts and thus is an essential chapter of the Initial Study. Consultant will work closely with the City and Master Plan Team to formulate an accurate and well-defined description of the project based on the Master Plan content. The project description will be supported with figures and tables from the Master Plan and other relevant documents. The project description will also identify a comprehensive list of performance measures and guidelines consisting of avoidance measures, BMPs, and performance standards that would be implemented during project design and construction per agency requirements as part of the project. The Consultant will submit the project description for one round of City review, make edits per City comment, and finalize the project description for incorporation into the Initial Study.

c. Administrative Draft IS/MND – Consultant will prepare an Initial Study based on the CEQA Guidelines Appendix G Environmental Checklist to analyze the project's potential impacts. The Initial Study will contain a comprehensive project description, describing all aspects and features of the project and its construction process (Task 2). The Initial Study will provide thorough answers to the Environmental Checklist questions and present maps, graphics, and figures to support the analysis.

   Based on current knowledge of potential project impacts, the Consultant anticipates that the project will have little or no impacts in most of the resource areas analyzed under CEQA. For these disciplines, Consultant will provide comprehensive responses to the Checklist questions but potentially

significant impacts are not anticipated. The resources and issues expected to be discussed in the greatest detail are Biological Resources, Cultural Resources, Hydrology/Water Quality, Geology/Soils, and Transportation.

- Biology will include a review of existing records for special-status species and habitats (eg, CNDDB, National Wetland Inventory), and a field survey to confirm site conditions. A stand-alone biological resources report will be prepared so that it can be attached to permit applications in the future, as needed. The report will include a response to the CEQA checklist questions regarding biological resources.

- Cultural Resources will include record searches of the California Historical Resources Information System (CHRIS), Native American Heritage Commission (NAHC), and paleontological databases. Contact letters will be sent to Native American tribes as recommended by the NAHC to scope the potential for project impacts on cultural resources. A field survey will be performed by an archaeologist to assess site conditions.

- Geology/Soils impacts will be based upon a geotechnical evaluation prepared by the Consultant. For the Initial Study, Consultant will review potential geotechnical constraints, impacts and mitigation measures for the various trail network elements. Stability of proposed structures under static and seismic conditions will be considered. Trail network structures may incorporate five in-channel undercrossings, two pedestrian overcrossings, and two tunnels for the trail alignment adjacent to Calabazas Creek. Cotton Shires will provide geotechnical findings to support the impact analysis.

- Hydrology/Water Quality discussion will be based upon a comprehensive technical memo prepared by Balance Hydrologics, which summarizes the work and findings of the hydraulic evaluation performed for the Master Plan. The memo will be prepared as an appendix to the IS/MND. The memo will explicitly discuss the findings of the hydraulic modeling at each of the proposed underpasses along Calabazas Creek summarizing impacts with respect to pertinent hydraulic parameters, including, but not limited to water surface elevations and velocities, channel freeboard, and trail inundation frequency. Compliance with design criteria will be addressed including, but not limited to, those of SCVW and the National Flood Insurance Program administered by FEMA. Mitigation measures for any significant hydrology and water-quality impacts will be discussed, specifically inclusive of any restoration actions identified along the Calabazas corridor.

- Transportation impacts will be assessed based upon a transportation study prepared by the Consultant for the Master Plan. The Consultant will provide findings and mitigations to support preparation of the IS/MND.

The Consultant will assess potential impacts to bicycle, motor vehicle, pedestrian and transit circulation. The motor vehicle traffic assessment will include a LOS analysis at eight locations where at-grade crossings are considered along the three trail corridors. The Consultant will also estimate the effect of the project on vehicle miles traveled (VMT).

The environmental impact analysis will be based upon site reconnaissance, resource database record searches, agency consultations, technical studies prepared for the Master Plan, and existing documents including the 2010-2035 General Plan EIR and the Santa Clara Creek Trail Network Feasibility Study and the recently completed Saratoga Creek Trail Homeridge Park and Central Park IS/MND. If mitigation measures are required to reduce potentially significant impacts to less than significant levels, they will be developed through close coordination with Master Plan policies and implementation strategies and integration of uniformly applicable performance standards.

The Consultant will submit an Administrative Draft IS/MND (electronic copy) for City review and comment and will finalize the document for public review (one round of review/edits).

d. Public Draft IS/MND - Upon review of the Administrative Draft IS/MND, City staff will provide the Consultant with one set of consolidated edits. the Consultant will respond to comments and prepare the IS/MND for public review. Consultant willprovide the City with one electronic version (pdf) of the Public Draft IS/MND. the Consultant assumes that the City will be responsible for completing and filing all required public notices and publishing the document for public review.

e. Final Documents: Response to Public Comment and Mitigation Monitoring and Reporting Plan (MMRP) - At the close of the public review period, the Consultant will review and catalog all oral and written comments received on the IS/MND and prepare written responses. Comment letters with corresponding responses will be provided to the City as a separate document that can be attached to the final IS/MND presented to the Parks and Recreation Commission and City Council for consideration and approval. Anticipating community and agency interest in this project and the volume of public comment the IS/MND may generate, we have allocated 25 hours for this task. It is noted that the recently prepared IS/MND for a short stretch of trail with two underpasses on Saratoga Creek received only one comment letter – from SCVWD. Should the task require less effort, Consultant will only bill the time necessary to complete this task.

CEQA Guidelines Section 15097 requires a Lead Agency to prepare and implement a MMRP for all mitigation measures adopted as part of a mitigated negative declaration to ensure the mitigation measures are implemented as intended by the CEQA document. If mitigation measures are recommended in

the Initial Study, the Consultant will prepare an MMRP that will comprise a table of all the mitigation measures included in the IS/MND that will be used by the City to monitor the implementation of mitigation measures. Each measure will identify responsibility for ensuring proper implementation, along with the timing and method of verification.

f. Meetings – The Consultant has allocated budget for up to four meetings including a scoping meeting with City staff, review of administrative draft IS/MND comments with City staff, and two separate meetings with the Parks and Recreation Commission and City Council for approval of the IS/MND. Meetings would be attended by the Consultant and/or environmental services director. The budget assumes attendance at meetings only and that no presentations with preparation time are required.

g. Administration and Project Management - The Consultant recognizes that frequent, immediate and clear communication with the project team is essential to keep the environmental review phase of the project on track. Budget has been allocated for communication and coordination with City staff, and the consultant team, to ensure the ability to communicate clearly and effectively. Additionally, this budget covers contractual matters and case administration and implementing quality control review process.

TASK 9 DELIVERABLES

- Draft Project Description – One (1) electronic copy to City for review
- Administrative Draft IS/MND – One (1) electronic copy to City for review (MSWord and/or pdf file)
- Public Draft IS/MND – One (1) electronic copy to City for review (MSWord and/or pdf file)
- Response to Comments – One (1) electronic copy (MSWord and/or pdf file)
- Mitigation Monitoring and Reporting Plan – One (1) electronic copy (MSWord and/or pdf file)
- Attendance at two (2) Staff Meetings – Scoping and Comment Review
- Two (2) Staff Meeting Agendas and Minutes
- Attendance at One (1) Park and Recreation Commission and One (1) City Council Meeting

10. CALABAZAS CREEK RESTORATION AS MITIGATION FOR TRAIL MASTER PLAN ENVIRONMENTAL IMPACTS.

The reach of Calabazas Creek from Monroe Street upstream to the Pomeroy Avenue crossing includes an overall public right-of-way width that may allow for focused creek restoration work as part of the overall Master Plan. It may be possible to convert the existing approximately 145-foot wide right-of-way to allow for two lanes of auto travel with bridges, a single sidewalk, a Class I pedestrian/bicycle pathway and a widened and restored Calabazas Creek. In fact,

biologically- and geomorphically-appropriate enhancements that maintain flood control objectives along this reach could provide most of the mitigation required for the full scope of the trail network expansion program. Opportunities in this regard could be assessed through extension of the hydraulic modeling work upstream from Kifer Road. The project team will identify potential restoration options, and the modeling will be updated to assess whether, and to what extent, those options could provide enhanced creek corridor functions and values while continuing to meet the objectives of the City and SCVWD, particularly with respect to roadway operations and ongoing flood conveyance and channel maintenance. Pre- and post-restoration model builds will again allow for direct, quantitative comparison of such factors as water surface elevations, channel freeboard and velocity distribution (the latter being a primary factor in measuring the potential for habitat enhancement). If the preliminary hydraulic modeling supports this right-of-way conversion, then graphic exhibits illuminating two to three design alternatives would be developed for use with stakeholder agencies and at public meetings.

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
JANA SOKALE ENVIRONMENTAL PLANNING
EXHIBIT B

SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed $526,414, plus any authorized Reimbursable Expenses, which shall not exceed $7,593. The amount billed to City for pre-approved Additional Services shall not exceed the sum of $53,493. In no event shall the amount billed to City by Consultant for services under this Agreement exceed $587,500, subject to budget appropriations.

Billing shall be on a monthly basis based on the services performed for each task. Consultant shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to services rendered and on a time and materials basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant services required by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate remaining budget from completed Tasks to additional services. The total amount of all the Tasks is a not-to-exceed amount. Figures in table below include sub-consultant cost and their markup, but exclude reimbursable expenses.

Task 1	Project Startup	$ 9,705
Task 2	Data Collection and Review	$ 80,606
Task 3	Stakeholder Coordination	$ 64,725
Task 4	Engineering Evaluation	$ 165,085
Task 5	Public Meetings	$ 30,610
Task 6	Administrative Draft Master Plan Report	$ 39,045
Task 7	Public Draft Master Plan	$ 11,760
Task 8	Final Master Plan Report	$ 4,350
Task 9	Initial Study/Mitigated Negative Declaration	$ 91,510
Task 10	Calabazas Creek Restoration	$ 29,018
Total		**$ 526,414**

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed five hundred twenty-six thousand, four hundred and fourteen dollars ($526,414), subject to budget appropriations.

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed $7,593 without prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the Consultant's full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. The following is a sample of items that are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Faxes
- Local and Long Distance Telephone Expenses (land lines and cellular phones)
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

Reimbursable Cost may include:

- Outside Duplicating Cost for Plans and Reports as specified in Section III, Scope of Work, of Exhibit A
- Presentation Materials
- Delivery Services
- Courier Services when requested by City

Reimbursable travel expenses (travel time and mileages) are not to exceed $7,593, which includes all in-person meetings.

City may re-allocate remaining budget from reimbursable expenses to additional services. All reimbursable costs, other than those listed above, shall be approved in advance by City.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed $53,493 without approval by the City.

V. RATE SCHEDULE

Rates shown are rates per hour.

Firm	Specialty	Staff/Position	Rate
Sokale - Environmental Planning	Project Management	Sokale	$ 150
		TA	$ 95
		CE	$ 75
Activewayz Engineering	Engineering	Zewdie	$ 180
		Chen	$ 180
		Proj. Eng.	$ 135
		Engineering Technician	$ 100
		Project Coord.	$ 65
Hill Associates	Landscape	Hill	$ 150
		Lopez	$ 95
Balance Hydrologics	Hydrology	Owens	$ 200
		Ballman	$ 200
		Senter	$ 155
		Nazarov	$ 155
TKJM	Transportation	Jariwala	$ 250
		A. Patel	$ 230
		Burgett	$ 210
		R. Patel	$ 110
		Dulla	$ 110
		Tech Staff	$ 90
Cotton, Shires and Associates	Geotechnical	Sayre	$ 175
		Shires	$ 175
		St. Engineer	$ 105
MIG	Environmental	Beard/Peterson	$ 190
		Werner	$ 170
		Dugan	$ 155
		Biologists	$ 140
		Analyst II	$ 105
		Analyst I	$ 90
PLS Survey	Surveying	Brajkovich	$ 120
		Field Crew	$ 242
		Huston	$ 76
		Davis	$ 71
Overland, Pacific & Cutler	ROW Valuation	Engineer	$ 200
		Utility Coordination	$ 130
		ROWE Analyst	$ 105

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
Jana Sokale Environmental Planning
EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its 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 Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for 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 Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

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

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services

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

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

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

Or

1 Ebix Way
John's Creek, GA 30097
Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

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

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AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
JANA SOKALE ENVIRONMENTAL PLANNING
EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted[2] of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with

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[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT FOR PROFESSIONAL SERVICES
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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years. The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

JANA SOKALE
an individual doing business as
JANA SOKALE ENVIRONMENTAL PLANNING

By: Jana Sokale
Signature of Authorized Person or Representative

Name: JANA SOKALE

Title: Principal Planner

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On 5/3/2017 before me, Himanshu Patel , Notary Public
(insert name and title of the officer)

personally appeared Jana Sokale,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JAS1 HIMANSHU PATEL
COMM. # 2118043
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
My Commission Expires
JULY 30, 2019 JAS1

Signature _____ (Seal)

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
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JANA SOKALE ENVIRONMENTAL PLANNING
EXHIBIT F

MILESTONE SCHEDULE

	2017									2018							
Tasks	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
Refine Scope/Contract Approval																	
Notice to Proceed		A															
Data Collection																	
Base Map																	
Revalidation Memo			A														
Engineering Evaluations and Coordination																	
Initial Stakeholder Contact																	
Preliminary Concept Plans																	
Engineering Technical Studies																	
Stakeholder Review and Coordination																	
Final Concept Plans																	
Complete Engineering Evaluation										A							
Early Outreach to BPAC and P&R				A	A												
Community Meetings								A	A								
Trail Master Plan																	
Administrative Draft Master Plan																	
Public Draft Master Plan																	
Final Master Plan																	
Environmental Clearance																	
Project Description																	
Admin Draft IS/MND																	
Draft IS/MND																	
Public Review																	
Final IS/MND																	
Review and Adoption Meetings																	
BPAC															A		
Park & Recreation Commission															A		
Council Approval																	A