

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

PREAMBLE

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

RECITALS

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 29, 2020 and terminate on December 31, 2023.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the

professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one hundred ninety five thousand seven hundred twelve dollars (\$195,712), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONSULTANT

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

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

And to Consultant addressed as follows:

CSG Consultants, Inc.
Attention: Cyrus Kianpour, President
550 Pilgrim Drive
Foster City, CA 94404
Email: Contracts@csgengr.com

cc: Hal Williams
3150 Almaden Expressway #255
San Jose, CA 95118
and by e-mail at halw@csgengr.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression,

gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

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

"CITY"

CSG CONSULTANTS, INC
a California corporation

Dated: 9-11-20
By (Signature): _____
Name: Cyrus Kianpour
Title: President
Principal Place of
Business Address: 550 Pilgrim Drive, Foster City, CA 94404
Email Address: Contracts@csgengr.com
Telephone: (650) 522-2500 X 2529
Fax: (650) 522-2599
"CONSULTANT"

EXHIBIT A

SCOPE OF SERVICES

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

I. OBJECTIVE

The City of Santa Clara (hereinafter "CITY") desires to engage CSG Consultants, Inc. (hereinafter "CONSULTANT") to provide engineering design services to prepare bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding of the Santa Clara School Access Improvements Project ("PROJECT") with the goal of enhancing bicycle and pedestrian access for several schools in the CITY.

The PROJECT will enhance connectivity for students walking, biking and scootering to school for identified schools in this Scope of Services that are participating in the Safe Routes to School program in the City. These schools are listed in Section III of this Exhibit A, Scope of Services.

CONSULTANT shall provide the services described herein through a project team, comprised of CONSULTANT and subconsultants as identified as follows:

CONSULTANT: CSG Consultants, Inc.

Subconsultants to CSG Consultants, Inc.:

- | | |
|-----------------------------------|---------------------|
| ▪ W-Trans | Traffic Engineering |
| ▪ Quiet River Land Services, Inc. | Land Surveying |

Any changes to the project team through the course of the Services shall be approved in writing by CITY.

II. BACKGROUND

As part of continuing efforts by the CITY to expand the existing Safe Routes to School Program, the Public Works Department applied for and obtained funding under the One Bay Area Grant Cycle 2 (OBAG 2) and Vehicle Emissions Reductions Based at Schools (VERBS) programs.

The construction contract budget for this Project is \$1,450,000 and CONSULTANT shall ensure the improvements to be constructed are completed within this budget.

III. GENERAL, PROJECT DESCRIPTION AND REQUIRED SERVICES, AND GRANT TIMELINE

1. General:

This Scope of Services is anticipated as necessary to meet CITY's objectives. CONSULTANT and CITY agree that this Scope of Services incorporates CONSULTANT's professional qualifications and experience and will meet the CITY's objectives.

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

2. Project Description and Required Services:

The purpose of the PROJECT is to design and construct various infrastructure improvements for the various schools identified on this RFP. Below is the list of schools with corresponding potential improvements:

CONTINUED ON FOLLOWING PAGE

School	Address	Potential Improvements
Central Park Elementary	2720 Sonoma Pl.	Install an accessible pedestrian signal (APS) for signalized intersection upgrade of Benton Street at Kiely Boulevard.
Haman Elementary	865 Los Padres Blvd.	Install bulb-outs, ADA ramps, and Rectangular Rapid Flash Beacons (RRFB)'s for the uncontrolled crosswalk on Los Padres Blvd at Patricia Drive. Install bulb-outs, ADA ramps, and pedestrian activated signal upgrades for the signalized intersection of Los Padres Blvd and Homestead Road.
Scott Lane Elementary	1925 Scott Blvd.	Install bulb-outs, ADA ramps, and upgraded school zone signage for the crosswalk on Cabrillo Avenue at Scott Boulevard. Install bulb-outs, ADA ramps, RRFB's, and upgraded school zone signage for crosswalk on Monroe Street at Cabrillo Avenue.
Sutter Elementary	3200 Forbes Ave.	Install RRFB's and upgraded school zone signage at one of the crosswalks located in front of the school on Forbes Avenue. Install bulb-outs at the intersection of Pomeroy Avenue and Forbes Avenue.

The improvements above are the anticipated improvements to be constructed by the PROJECT. It is important to note that CITY expects CONSULTANT to perform an evaluation in the Site Evaluation and Preliminary Design Memorandum task and make recommendations for the improvements based on a variety of factors, including funding available. The improvements listed above represent the baseline solution provided in this Scope of Services as a guideline to develop the Scope of Services and Schedule of Fees for the project. CONSULTANT will identify, evaluate, and provide recommendation to the CITY of appropriate safety school access improvements as required at the PROJECT locations above.

CONSULTANT will also provide respective budget-level project cost

estimate and project schedule for each recommended school access improvement.

3. Grant Timeline:

This PROJECT utilizes federal grant funding through OBAG 2 and is, therefore, subject to all federal rules and regulations. PROJECT is programmed in Federal Fiscal Year (FFY) 2021/2022 and is expected to be completed prior to end of said FFY.

CONSULTANT's proposal submitted on June 22, 2020 included a project schedule, incorporated herein by reference, and it is agreed by CITY and CONSULTANT that this schedule will satisfy the grant timeline

IV. RESPONSIBILITIES OF CITY

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

- Record drawings (as-available)
- CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles.
- Right of Entry Letter template, if required.
- Payment of permit application fees, if required.
- Filing exemption under the California Environmental Quality Act, if applicable.
- Lead in administration of the OBAG 2 federal-aid grant for the PROJECT. CITY will take the lead in submitting various federal documents to Local Assistance of California Department of Transportation (Caltrans).

CONSULTANT shall expect that all signal equipment required for construction of the project, such as controllers, cabinets, poles, etc. will be furnished by the construction contractor through the construction bid documents and will not be CITY-furnished.

V. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes all professional services required to prepare construction bid documents (plans, specifications, and engineer's estimate) for the PROJECT.

1. TASK 1: PROJECT MANAGEMENT AND COORDINATION

CONSULTANT shall:

- 1.1 Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget.
- 1.2 Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- 1.3 Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last construction package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.
- 1.4 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT.
- 1.5 Provide monthly progress reports.
- 1.6 Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.
- 1.7 Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional services agreement,

such as preparing additional services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.

- 1.8 Only the designated Project Manager or approved delegates performing project management duties shall charge time to Task 1 Project Management. CONSULTANT's technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to project management.
- 1.9 Attend Field Review Meeting with CITY and Caltrans.

Deliverables:

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

**2. TASK 2: SITE EVALUATION AND PRELIMINARY DESIGN
MEMORANDUM (Design Recommendations and Cost Estimates)**

2.1 Site Evaluation/Field Review:

CONSULTANT shall:

- 2.1.1 For each school crossing listed for proposed access improvements, perform a field review in relation to the potential improvements listed in Section III.2 and document existing conditions.
- 2.1.2 Based on the site evaluation and engineering judgment and probable construction costs, verify which improvement should be considered for further evaluation in subsequent subtasks or recommend alternative potential improvements.

2.2 Uncontrolled Crosswalk Evaluation:

CONSULTANT shall:

- 2.2.1 Conduct a traffic engineering study or warrants of traffic conditions, pedestrian and physical characteristics of the improvement location to determine whether installation of a pedestrian signal is justified.

- 2.2.2 CONSULTANT shall collect vehicle, pedestrian and bicycle volumes crossing through each crosswalk, samples of vehicle travel speed. CONSULTANT shall observe driver compliance with pedestrian right-of-way at the crosswalk study locations. CONSULTANT shall analyze collision records for the relevant roadway segments and crosswalk study locations, analyze the data collected and make recommendations on improving crosswalk safety per National Cooperative Highway Research Program (NCHRP) Report 562, FHWA Report on Safety Effects of Marked vs Unmarked Crosswalks at Uncontrolled Locations, FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations, Manual of Uniform Traffic Control Devices (MUTCD) and other applicable best practices of improving pedestrian safety at uncontrolled crosswalks. CONSULTANT shall perform peak hour traffic signal warrant analysis as needed to determine if a traffic signal is warranted at the study locations.
 - 2.2.3 CONSULTANT shall summarize the data collection, analysis, conclusions and recommendations in a Crosswalks Evaluation Memo for CITY's review and approval.
 - 2.2.4 CONSULTANT shall coordinate, prepare meeting agenda/presentation materials/minutes, and attend one (1) meeting with representatives from Central Park Elementary School, Scott Lane Elementary, Haman Elementary, and Sutter Elementary School.
- 2.3 Design Selection and Recommendation:
- Based on preceding Tasks 2.1 and 2.2, CONSULTANT shall:
- 2.3.1 Propose recommendations to CITY for the most appropriate design of school access improvements per each school to address the needs of individual schools and the school district as discussed in the Section III of this Attachment A. CONSULTANT shall consider factors such as cost and benefits, constructability, future operations and maintenance considerations.
 - 2.3.2 Prepare a budget level project cost estimate that includes all project costs including construction costs, soft costs, permitting costs (if applicable), contingencies, and all other costs involved to complete the project. The purpose of this budget level project estimate is to ensure adequate funds are available to complete the PROJECT.
 - 2.3.3 Formalize the design recommendation under this Task in a brief technical memorandum for CITY's review and approval. CONSULTANT shall meet with CITY to review the

recommendation in the memorandum and anticipate up to two (2) rounds of CITY comments and revisions to the memorandum provided that the CONSULTANT incorporates the comments and revisions as appropriate for each round of revision.

2.4 Lighting Analysis:

CONSULTANT shall:

- 2.4.1 Perform a photometric analysis of the lighting at pedestrian street crossings, considering existing street luminaires to remain or proposed to be removed, replaced, or installed. The analysis and lighting design should consider Caltrans lighting standards, Silicon Valley Power (SVP) standards and the ANSI guidelines included in the City's Pedestrian Master Plan 2019. SVP currently uses ANSI/IESNA RP-8-00 as its standard for the design and installation of roadway lighting. City's Pedestrian Master Plan recommends using ANSI/IES RP-8-18: Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting. CONSULTANT shall confer with CITY prior to performing the lighting analysis to confirm the criteria to be utilized in the analysis. CONSULTANT shall formalize the results of the analysis in a brief technical memorandum that includes all relevant data, figures, and recommendations and allow for up to two (2) rounds of review and revisions based upon CITY comments.**

Deliverables:

- 1. Technical Memorandum: Crosswalks Evaluation Memo containing data, analysis, conclusions and recommendations.**
- 2. Technical Memorandum: Brief memorandum describing the Lighting Analysis.**
- 3. Technical Memorandum: Brief report containing recommended safety access improvements, including alternatives and project cost estimates.**

3. TASK 3: AGENCY COORDINATION AND APPROVAL:

3.1 California Department of Transportation (Caltrans)

CONSULTANT shall assist CITY with the Caltrans Local Assistance Process in order to obtain receipt of federal funds programmed for the project. CONSULTANT shall provide the necessary input in the required documents and forms as identified in the Caltrans Local Assistance Procedures Manual (LAPM). The Local Assistance

Process includes, but is not limited to: Field Review (Chapter 7), Disadvantaged Business Enterprises contract goal (Chapter 9), PS&E certification and checklist (Chapter 12), and right of way certification (Chapter 13) in relation to the project. Consultants shall assist CITY with the "Request for Authorization to Proceed with Construction" form (Chapter 3) for obtaining the federal authorization document (E-76) for funding allocation.

CONSULTANT shall be the lead in preparing documentation for CITY review, and CITY will submit documentation to Caltrans.

Deliverables:

1. Draft and Final documentation for Field Review;
2. Draft and Final documentation for Disadvantaged Business Enterprises contract goal;
3. Draft and Final documentation for PS&E certification and checklist;
4. Draft and Final documentation for Right of Way certification;
5. Draft and Final documentation "Request for Authorization to Proceed with Construction"; and
6. Any other documentation necessary for completion of the Caltrans Local Assistance process in advance of the "Request for Authorization to Proceed with Construction" form.

4. TASK 4: PRELIMINARY DESIGN (35%):

Upon CITY's approval of improvements from the technical memorandum in Task 2, CONSULTANT shall:

- 4.1. Collect and review relevant reports, record drawings, data, maps and other documents relevant to defining the limits and scope of design for the project. CONSULTANT shall also take the lead on confirming the location and alignment of existing underground utilities with the appropriate utility companies and provide an allowance within their proposal for coordinating any relocation of utilities should it become necessary. CONSULTANT's design should account for existence of existing underground infrastructure and CONSULTANT shall perform all due-diligence necessary to avoid conflicts between the existing and new infrastructure.

CITY will provide utility maps for CITY storm drain, sanitary sewer, water, and electric utility. Other utility information not mentioned will need to be coordinated by CONSULTANT with outside agencies.

- 4.2. Prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI

form and submit it to the known utility operators in order to gather records for existing utilities at each project location. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft copy of the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. CONSULTANT shall prepare a utility base map from information received through as-builts, utility maps, and observation of above-ground of any high-risk utilities that has potential affect the work during construction to be used in the project plans.

- 4.3. Perform topographic survey of the project areas and/or intersections of the proposed improvements. Topographic surveys are required for all intersections from public right-of-way/property lines on one side of the street to public right-of-way lines on the other side of the street. Detailed topographic survey will be required at locations where new curb ramps are to be installed to meet ADA and City standards.
- 4.4. Coordinate with Silicon Valley Power (SVP) to identify and show locations of and arrange for electric service for the new flashing beacons or other powered devices if needed.
- 4.5. Prepare a set of preliminary design plans (35% level) for use in exhibits and/or contract drawings. At a minimum, the 35% design plans shall include, but not limited to, existing utilities, City right-of-way lines, existing improvements such as sidewalk, curb, and gutter, roadway, curb ramps, existing traffic equipment/signals, poles/pull boxes including existing roadway delineation markings and striping, and geometry and major features of proposed improvements. A preliminary estimate of the probable construction costs shall also be included.

Deliverables:

1. Notice of Intent to Construct (NOI) forms, tracking log, and information received.
2. Preliminary Design Plans (35%) and estimate.

5. TASK 5: CONSTRUCTION DOCUMENTS (65%, 95%, 100%, and FINAL BID SET SUBMITTALS)

5.1. 65% Construction Documents Package

CONSULTANT shall perform engineering and design activities to develop a 65% level of completion construction documents. The 65% submittal shall be considered as a complete package necessary to bid

the PROJECT, and subsequent submittals shall provide opportunities to further refine the contract documents.

5.1.1. Construction Documents

The 65% construction documents submittal shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include Plans, Specifications, Engineer's Cost Estimate, and Probable Project Construction Schedule, in accordance with the following:

5.1.1.1. The Plans shall be complete and show property lines, existing high-risk utilities, and major construction features.

5.1.1.2. CITY's preferred plan format is 22" x 34" sized sheets at a legible scale.

5.1.1.3. Specifications shall include all Technical Specifications or Special Provisions required to construct the project. CITY will prepare the "upfront" contract specifications, i.e. Divisions 0 and 1 specifications of CITY's boilerplate. CONSULTANT shall provide all information required for CITY to complete the boilerplate. This information includes:

- Description of work
- Type of Construction Contractor's License required
- Schedule of Bid Prices
- Requirements for Construction Contractor's Statement of Qualifications (e.g. experience requirements for previous construction contracts and contract values).
- Recommendations for appropriate Liquidated Damages
- Identification of any changes to the CITY's boilerplate that are required

5.1.1.4. CONSULTANT shall be familiar with CITY's standard specifications and provide all Technical Specifications or Special Provisions such that they supplement, and do not conflict with, and are not redundant with the standard specifications. Changes to the CITY's boilerplate or deviations from the standard specifications shall be addressed by incorporating

appropriate information into the project Technical Specifications or Special Provisions.

- 5.1.1.5. The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of mid-construction using engineering judgement. CONSULTANT shall review recent bids, and contact vendors, suppliers, and construction contractors as necessary to develop an accurate cost estimate.
- 5.1.1.6. The probable construction schedule will be used to establish the construction contract duration (e.g. number of working days) in the project specifications. The construction schedule does not need to be detailed, but it should contain enough information to accurately determine the construction contract duration.
- 5.1.1.7. CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.

5.1.2. Response to Comments

- 5.1.2.1. CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.
- 5.1.2.2. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 65% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 65% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project construction schedule).
2. Written response to comments.
3. 65% review meeting agenda and meeting minutes.

5.2. 95% Construction Documents Package

CONSULTANT shall perform engineering and design activities to develop a 95% level of completion construction documents that include updated Plans, Specifications, Engineer's Cost Estimate, Probable Project Construction Schedule, in accordance with the following:

5.2.1. Construction Documents:

- 5.2.1.1. The 95% submittal package shall incorporate comments received from CITY on the 65% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- 5.2.1.2. CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- 5.2.1.3. CONSULTANT shall submit the 95% plans to affected utility owners for their use and information.
- 5.2.1.4. CONSULTANT shall assist CITY in obtaining approval of the plans by the CITY Building Department and issuance of building permit(s). Building permits are anticipated as necessary for the electric services required for the project.

5.2.2. Response to Comments

- 5.2.2.1. CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare

written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 95% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 95% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule), submitted electronically as PDF.
2. Written response to CITY comments on the 95% design submittal.
3. 95% review meeting agenda and meeting minutes.

5.3. 100% Construction Documents Package

CONSULTANT shall finalize the Plans, Specifications, Engineer's cost estimate, and construction schedule based on the 95% review comments from CITY. All outstanding comments and issues from previous submittals shall be incorporated into the 100% construction document package. The 100% Construction documents shall be considered as complete with no future revisions planned nor deemed necessary. Should new electric services be necessary for the project, a building permit will be required from CITY's Building Department. CITY will submit the 100% design plans to the Building Department for review and issuance of the building permit. Should any revisions to the plans become required from the Building Department in order to issue the building permit, these revisions will be incorporated in the subsequent Final Bid Set Documents submittal.

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

- 5.3.1. The 100% construction package shall incorporate comments received from CITY on the 95% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings

shall be returned with CONSULTANTS response on the redlined drawings.

- 5.3.2. CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- 5.3.3. PEER Review: Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

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

The PEER Review Statement shall also be placed on the plans title sheet and signed by the responsible individual.
- 5.3.4. CONSULTANT shall review previous projects of agencies near CITY and prepare a list of potential bidders for the project.
- 5.3.5. Response to Comments

CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 100% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

- 1. 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule).
- 2. Written response to CITY comments on the 100% design submittal.

3. 100% review meeting agenda and meeting minutes.
4. List of potential bidders in MS Excel format and shall include the company's name, email address, contact number, and address of business.
5. One original Verification of Digital Signature Letter and three set of original signed plans to be submitted to the Building Department.

5.4. Final Bid Set Documents

The submittal shall be considered as a limited submittal to formalize and sign the Final Bid Set documents, and resolution of any minor issues remaining from the 100% Design Submittal package. This submittal shall address any comments from CITY's Building Department as part of the building permit process, if required.

The final submittal shall consist of final Plans and Specifications, signed, stamped and dated by CONSULTANT in responsible charge for their preparation, including PEER Review Statement, and be considered ready to bid. The final submittal shall be ready for CITY staff approval signatures.

Deliverables:

1. Stamped, signed, and dated Final Plans for CITY signature (two original hard copies and electronic files in AutoCAD and PDF formats).
2. Stamped, signed, and dated Final Specifications and supporting documents meeting CITY's requirements for bidding purposes (two original hard copies and electronic files in MS Word and .PDF formats).
3. Final Engineer's cost estimate (two hard copies and electronic files in MS Excel and .PDF formats).
4. Final construction schedule (two hard copies and electronic files in MS Project and .PDF formats).

6. TASK 6: BID SUPPORT ASSISTANCE

CONSULTANT shall:

- 6.1. Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders, if requested by CITY. CITY to reproduce and distribute Contract Documents, maintain a plan holder's list and log of bidder's questions and responses.

- 6.2. Attend Pre-Bid Meeting, if required by Project. CONSULTANT shall coordinate with CITY to prepare agenda and meeting minutes.
- 6.3. Prepare Addenda to Construction Documents, if needed. CITY to reproduce and distribute all addenda.
- 6.4. Assist CITY in evaluating bids and preparation of recommendation letter to award the contract, if needed.
- 6.5. If addenda are issued, prepare a conformed set of documents that incorporated addenda into the documents.

Deliverables:

1. Written clarifications and response to prospective bidders, if needed
2. Addenda to the Bid Documents, if needed.
3. Written recommendation for award of contract, if needed.
4. Conformed construction documents, if needed.

7. TASK 7: CONSTRUCTION SUPPORT

THE CITY's construction management team will have primary responsibility for construction management and inspection. CONSULTANT shall:

- 7.1. Attend Pre-Construction Meeting upon request by CITY and respond to pre-construction meeting questions.
- 7.2. Review and approve shop drawings and submittals, including mix designs. Assuming four rounds of reviews and comments for each submittal.
- 7.3. Review construction contractor's request for information (RFI's) and furnish additional drawings and/or specifications for supplementing, clarifying, and/or correcting purposes.
- 7.4. Attend meetings (assume 3) and site visits when necessary as determined and requested by CITY. Meetings and site visits shall be coordinated whenever possible.
- 7.5. Assist CITY with the review of construction, and other activities, as requested.
- 7.6. Prepare, review, and recommend approval of design related change orders, as requested.

Deliverables:

1. Shop drawing and submittal comments.
2. RFI responses.

3. Site visit memoranda, as required. Limited to 4 visits plus punch-list walk-thru.
4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.
5. Change orders, as required.

8. TASK 8: RECORD DRAWINGS AND PROJECT CLOSE-OUT

CONSULTANT shall:

- 8.1. Upon request by CITY, in accordance with Bid Documents, CONSULTANT shall assist CITY in determining if the Project is ready for the stage of completion requested by the construction contractor (Substantial and Final Completion). Attend the Final Walkthrough to provide input to final "punch list" and help determine if the work is ready for CITY acceptance. CONSULTANT shall provide CITY with a written recommendation.
- 8.2. At Final Completion of the Project, provide CITY with one set of reproducible Record Drawing that reflects the changes to the work during construction based upon marked up prints, drawings, and other data furnished by the construction contractor, CITY, and Consultants. If CONSULTANT adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.
- 8.3. Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.
- 8.4. CONSULTANT shall provide to the City of Santa Clara, relevant digital products and related information (e.g. notes, recommendations, photographs, etc.), including land survey records and data (e.g. tridimensional geodetic and/or geographic coordinates).

Deliverables:

1. FINAL Punch List input and written recommendations for substantial and/or final completion.
2. Record Drawings on a CD using AutoCAD, and one set electronic copy in PDF format.
3. CD containing PDF copies of all submittals received during construction phase.

EXHIBIT B SCHEDULE OF FEES

I. GENERAL PAYMENT

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

The total payment to the Consultant for Basic Services, as stated in Exhibit A, Scope of Services, shall not exceed \$177,920. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$17,792. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$195,712, subject to budget appropriations.

II. BASIC SERVICES

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

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

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all subconsultant costs, reimbursable expenses, and administrative markups. The following table is a summary of the Tasks based upon the Proposal submitted by CSG Consultants, Inc. on June 22, 2020 and agreed by CITY and CONSULTANT incorporated herein by reference.

CONSULTANT shall invoice time and expenses according to the subtasks identified in the Proposal. The time and expenses billed for subtasks may vary above or below the fees identified in the Proposal provided that the total billed for all subtasks billed under a Task remains within the Fee established for the Task. Upon mutual agreement between

CITY and CONSULTANT in writing, subtasks may be combined as needed to facilitate CONSULTANT's invoicing.

Description		Amount
Task 1	Project Management and Coordination	\$ 6,920
Task 2	Site Evaluation and Preliminary Design Memorandum	\$ 47,930
Task 3	Agency Coordination and Approval	\$ 24,400
Task 4	Preliminary Design (35%)	\$ 36,280
Task 5	Construction Documents (65%, 95%, 100%, and Final Bid Set)	
Subask 5.1	65% Construction Documents Package	\$ 21,960
Subask 5.2	95% Construction Documents Package	\$ 14,960
Subask 5.3	100% Construction Documents Package	\$ 5,480
Subask 5.4	Final Bid Set Construction Documents Package	\$ 5,080
Task 6	Bid Support Assistance	\$ 3,670
Task 7	Construction Support	\$ 8,780
Task 8	Record Drawing and Project Closeout	\$ 2,460
Total		\$ 177,920

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed one hundred seventy-seven thousand nine hundred twenty dollars (\$177,920), subject to budget appropriations.

III. REIMBURSABLE EXPENSES

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

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$17,792 without approval by the City, subject to budget appropriations.

V. RATE SCHEDULE

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

Rates by classification are listed below. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

Consultant CSG Consultants, Inc.:

Classification	Hourly Rate
Project Manager	\$ 200
Senior Engineer	\$ 180
Associate Engineer	\$ 160
Assistant Engineer	\$ 145

Sub-consultant W-Trans:

Classification	Hourly Rate
Dalene J. Whitlock Senior Principal	\$ 305
Steve Weinberger Senior Principal	\$ 285
Mark Spencer Senior Principal	\$ 280
Brian Canepa Principal	\$ 260
Steve Fitzsimons Principal	\$ 220
Zack Matley Principal	\$ 230
Mary Jo Yung Senior Engineer	\$ 210
Barry Bergman Senior Planner	\$ 195
Kenny Jeong Engineer	\$ 160
Kevin Carstens Associate	\$ 145
Briana Byrne Associate	\$ 140
Cameron Nye Associate	\$ 135
Allison Jaromin Assistant Engineer III	\$ 125
Andre Huff Assistant Planner III	\$ 125
Allison Woodworth Assistant Engineer II	\$ 120
Kimberly Tellez Assistant Engineer I	\$ 115
Corinne Rasmussen Executive Assistant	\$ 110
Hannah Yung-Boxdell Administrative Supervisor	\$ 110
Alex Scrobonia Administrative Assistant	\$ 95

Sub-consultant Quiet River Land Services, Inc.:

Classification	Hourly Rate
Principal	\$ 200
Professional Land Surveyor/Project Manager	\$ 175
Senior CAD Drafter	\$ 150
CAD Drafter	\$ 130
Project Coordinator	\$ 90
1-Person Survey Crew	\$ 190
2-Person Survey Crew (4 hour minimum)	\$ 290
3-Person Survey Crew	\$ 325

CSG Consultants, Inc. will bill subconsultants at actual cost plus a maximum allowable markup of 5%.

Subconsultants to CSG Consultants, Inc will bill their subconsultants at actual cost plus a maximum allowable markup of 5%.

Regardless of the number of or tiering of subconsultants, in no case shall the total markup pass through billed to CITY for any services rendered under this agreement exceed 15% over the actual cost.

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

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

C. WORKERS' COMPENSATION

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

F. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Consultant and City agree as follows:

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

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.

City of Santa Clara Public Works Department

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

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

I. QUALIFYING INSURERS

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

EXHIBIT C-06 Professional Service Contract

EXHIBIT D LABOR COMPLIANCE ADDENDUM

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

A. Prevailing Wage Requirements

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

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

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

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

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

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