21-627 **Agenda Date: 8/24/2021**

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with NUVIS Landscape Architecture, Inc. for Design Professional Services for the Central Park New Entrance, Access, and Parking Improvements Project

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure; Enhance Community Sports, Recreational and Arts Assets

BACKGROUND
The City of Santa Clara's Central Park (Park) was constructed in the 1960's. In October 2019, the Parks & Recreation Commission recommended approval of the Central Park Master Plan (Master Plan) which includes a series of major park improvements to address aging infrastructure and other community park needs identified through community input and facility condition assessments. One of the capital improvement projects identified in the Master Plan is the Central Park Entrance, Access, and Parking Improvements Project (Project). The Project consists of installation of a new accessible entrance to Central Park at the corner of Kaiser Drive and Kiely Boulevard near the Magical Bridge Playground currently in design phase. The new entrance includes improved landscaping, a new traffic signal, expanded parking area, and an accessible drop off area and paths connecting to the Community Recreation Center, the playground and other areas of the Park while preserving the Veterans' Memorial, adjacent event space and grass meadow.

The design phase of the Project will be completed in two phases. The proposed Agreement for the first phase of the Project includes the following scope of work: conducting site assessment and investigation, arborist report, ADA evaluation, community outreach; preparing a schematic design for the improvements; and providing assistance with presenting the proposed plans to the Parks & Recreation Commission and City Council. The scope of work for the second phase of the Project will depend on the results of the first phase, but will generally include: preparing bid documents (plans, specifications, and engineer's estimate) for public works bidding based on the selected schematic plan, assisting with obtaining Building and Fire permits for the design plans, and providing engineering support services during all phases of the Project.

DISCUSSION
In October 2020, a competitive Statement of Qualifications (SOQ) selection process was used, requesting proposals from consultant firms with experience in parks projects, to establish the 2020-25 Parks & Recreation Department Pre-Qualified Consultant List. Staff from the Department of Public Works and Parks & Recreation Department reviewed all the proposals and ranked the firms based on their qualifications. The final Pre-Qualified Consultant List is made up of the top 10 most qualified consultant firms and is intended to be utilized for any potential design services for upcoming park improvement projects.

In February 2021, the City issued a competitive Request for Proposals (RFP) to solicit proposals for the Project using the existing Pre-Qualified Consultant List. Staff received proposals from five firms: Gates and Associates Landscape Architecture, Inc., NUVIS Landscape Architecture, Inc., PGA Design, RHAA, and Verde Design. A proposal review panel consisting of staff from the Department of Public Works and the Parks & Recreation Department evaluated each proposal against the criteria set forth in the RFP, including pricing, responsiveness to the RFP, project approach, and ability to complete the project within the proposed schedule.

Based on the panel's evaluation, NUVIS Landscape Architecture, Inc. (NUVIS) is recommended for award of contract having submitted the best value proposal. NUVIS demonstrated a strong project understanding and provided an excellent project approach to investigate and resolve the issues presented in the RFP. NUVIS has over 30 years of experience providing a full range of professional landscape architectural services for parks and recreation related spaces for various public agencies throughout California. NUVIS has completed park projects for small and large cities, such as City of Irvine, City of Los Angeles, City of Lake Forest, Town of Danville, and many more.

Staff recommends entering into the Agreement with NUVIS Landscape Architecture, Inc. to complete design professional services for the first phase of the Central Park New Entrance, Access, and Parking Improvements Project (Attachment 1). It is anticipated that staff will return to City Council before summer 2022 to obtain approval for the schematic design and amendment of the Agreement with NUVIS to enable them to complete the second phase of the design. The Agreement includes a section covering prevailing wage requirements.

ENVIRONMENTAL REVIEW

Council action on this item does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") because it is an administrative activity that will not result in direct or indirect physical changes in the environment as set forth in section 15378(b)(5) of the CEQA Guidelines.

FISCAL IMPACT

The proposed Agreement is for a total not-to-exceed amount of $148,305. This amount includes $128,961 for basic services and $19,344 for additional services. Staff is requesting 15 percent contingency for additional services due to the age of the park and potential unforeseen conditions that may require additional efforts. There is sufficient funding for this agreement in the FY 2021/22 Budget in the Central Park New Entrance, Access, and Parking Improvements Project (Parks & Recreation Capital Fund).

COORDINATION

This report has been coordinated with the Parks & Recreation Department, the Finance Department, and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> .

RECOMMENDATION

1. Approve and authorize the City Manager to execute an agreement for Design Professional Services with NUVIS Landscape Architecture, Inc. for the Central Park New Entrance, Access, and Parking Improvements Project in the amount not-to-exceed $148,305; and
2. Authorize the City Manager to make minor modifications to the agreement, if needed.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement

EBIX Insurance No. S200004737

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NUVIS LANDSCAPE ARCHITECTURE, INC. FOR CENTRAL PARK NEW ENTRANCE, ACCESS, AND PARKING IMPROVEMENTS PROJECT

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and NUVIS Landscape Architecture, 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 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 (if applicable)

Exhibit E – Milestone Schedule

Exhibit F - Project Management Document Software

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the August 23, 2021 and terminate on at the completion of work described in Exhibit A – Scope of Services.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit B. 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 design materials and professional 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 professional design materials or professional 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 design materials or professional services, City may make corrections or replace design materials or professional 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.

All 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.

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 one hundred forty-eight thousand three hundred five ($148,305) 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 – Design Division
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:

NUVIS LANDSCAPE ARCHITECTURE, INC.
Attention: Perry A. Cardoza
20250 SW Acacia Street, Suite 260
Newport Beach, CA 92660
and by e-mail at pcardoza@nuvis.net

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.

26. STATEMENT OF ECONOMIC INTERESTS

Due to the nature of the Services to be performed, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the

Agreement in accordance with California Government Code section 87200, et seq.

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:

OFFICE OF THE CITY ATTORNEY

Dated: 9/9/2021

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

"CITY"

NUVIS LANDSCAPE ARCHITECTURE, INC.
a California Corporation

Dated: 08/25/2021
By (Signature):
Name: Perry A. Cardoza
Title: President
Principal Place of Business Address: 20250 SW Acacia Street, Suite 260
Newport Beach, California 92660
Email Address: pcardoza@nuvis.net
Telephone: (714) 754-7311
Fax: (714) 754-7346

"CONSULTANT"

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NUVIS LANDSCAPE ARCHITECTURE, INC.
FOR
CENTRAL PARK NEW ENTRANCE, ACCESS, AND PARKING IMPROVEMENTS PROJECT

EXHIBIT A
SCOPE OF SERVICES

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

I. GENERAL

This Scope of Services is anticipated as necessary to meet City's objectives as described under Section II, BACKGROUND AND PROJECT, and Section III, DESCRIPTION OF SERVICES of this document. 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 consult City personnel, and others who are involved with the project; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

II. BACKGROUND AND PROJECT

The City of Santa Clara's Central Park was constructed in the 1960's and has been maintained over the years. As the City continue to grow in population and provide essential park and recreation services to the local community, the City Council adopted a goal to enhance community sports and recreational assets. In an effort to improve the Central Park, the Central Park Master Plan was created in October 2019 to address issues such as how the City should:

- Repurpose the existing 3-acre site of the International Swim Center
- Maximize green space within the Park
- Improve access, circulation, and parking
- Design or include new park facilities and recreation elements that serve all ages, abilities and interests
- Use guiding principles as a mutually supportive lens, to be implemented together

One of the capital improvement projects identified in Year 1-5 is the Central Park New Entrance, Access, and Parking Improvements (PROJECT). The PROJECT consists of installation of a new, safe and accessible entrance to Central Park near the Magical Bridge Playground (currently in design stage) and the Veteran's Memorial at the corner of Kaiser Dr. and Kiely Blvd. The new entrance includes landscaping, new traffic signal, approximately 39 new parking spaces, accessible path for users, connections to all existing park walkways.

The PROJECT will be completed in two distinct phases. The first phase of the PROJECT is covered by this Agreement and includes the following scope of work: site assessment; ADA evaluation; community outreach; obtain a recommendation for approval from the Parks & Recreation Commission and City Council. After City Council has approved the schematic plan, the City will coordinate with the Consultant to amend this Agreement to include the second phase of the PROJECT. The second phase scope of work includes develop selected schematic plan into bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding; provide assistance in obtaining Building and Fire permits; and provide engineering support services during bid and award, construction, and post-construction phases.

III. DESCRIPTION OF SERVICES

All design work shall be done in accordance with the Department of Transportation Standard Specifications and Details, City Standard Plans and Specifications, ADA Design Guidelines, latest building and fire codes, and other applicable codes and standards recommended by the Consultant. Below is an outline of required services; however, it is the responsibility of the consultant to independently assess the PROJECT and provide improvement recommendations to meet the goals for this PROJECT.

Phase I of the PROJECT:

1. Perform site assessment.

2. Evaluate ADA pedestrian pathway.

3. Perform robust community outreach (surveys, meetings, consensus building etc.), to develop Site Schematic Plan.

4. Obtain a recommendation for approval from the PRC and subsequent approval from CC.

Consultant shall provide the Services described herein through a project team, comprised of Consultant and sub-consultants identified as follows:

1. Consultant: NUVIS LANDSCAPE ARCHITECTURE, INC.
2. Sub-consultants to NUVIS LANDSCAPE ARCHITECTURE, INC.:

A. Ruggeri Jensen Azar – Surveying, Civil Engineering, and Traffic Engineering

B. ENGEO – Geotechnical Engineering

C. CD Design Group – Electrical Engineering

D. Hortscience/Bartlett Consulting – Arborist

E. Activewayz Engineering – Independent Review

F. Land Design Group – Landscape Review

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

IV. RESPONSIBILITIES OF CITY

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

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

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

V. BASIC SCOPE OF SERVICES

PROJECT MANAGEMENT

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. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.

1.2 Any field work that involves subsurface excavation and/or coring, consultant is required to submit plan of work to the City for review and approval prior to proceeding.

1.3 Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:

1.3.1 Kick-off Meeting
1.3.2 Preliminary/Evaluation Meeting
1.3.3 Community meeting
1.3.4 Parks and Recreation Commission Meeting
1.3.5 City Council Meeting

1.4 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.

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

1.6 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY appraised on the PROJECT's progress and address any issues that may arise during the course of Services.

1.7 Provide monthly progress reports.

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

1.9 Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix

shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.

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

1.11 Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.

1.12 Payment for all responsibilities related to Project Management shall be included in the various tasks identified in Exhibit B, Schedule of Fees.

Deliverables:

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

Phase I

Task 1.0: Preliminary Engineering/Evaluation

1.1 Attend Project Kick-Off Meeting.

1.2 Perform all necessary assessment and investigations to determine the existing conditions and propose recommendations to City for the improvements. Contact all regulatory agencies that will affect the proposed works to determine applicable codes and ordinances.

1.3 Provide draft community and stakeholder engagement strategies.

1.4 Meet with City staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, structural, and electrical design.

1.5 Perform geotechnical investigation and provide report.

CONSULTANT shall anticipate testing of existing soil that will be excavated to facilitate the installation of new infrastructures. Based on the soil test results, CONSULTANT shall identify the appropriate disposal facility for soil off haul.

Optional Task 1A, Soil Management Plan - In the event that impacted soils are reported onsite, CONSULTANT shall prepare a Soil Management Plan to guide contractors on safe handling and disposal requirements. Prior to performing work, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

Optional Task 1B, Impact Soil Delineation - In the event that impacted soils are discovered during soil sampling, the City may choose to perform additional soil sampling to limit the extent of Class I or Class II soils for disposal. This scope is projected as results from one sampling event may indicate additional step out sampling is required. For that purpose, the work will start from one step-out sampling event with 4 samples, to a maximum of 24 step out samples. Prior to performing work, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

Optional Task 1C, Concrete/Asphalt Coring - In the event that proposed geotechnical and/or environmental sample locations are paved over, and no nearby unpaved locations exist where we may obtain soil samples, CONSULTANT shall retain a coring subcontractor to remove pavement in proposed boring locations. If multiple sample rounds are required as noted in Optional Task 1B, this may be required for each iteration of sampling. Prior to performing work, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

1.6 Work with City staff and community to develop schematic plan(s).

1.7 Perform needed topographic survey for existing site, plans layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the schematic plans.

1.8 Provide preliminary project estimate that includes an itemized list of bid items. The project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. CONSULTANT shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The CONSULTANT shall provide the assumptions and supporting documents used to prepare the estimate. The project estimate shall consider the following factors:

1. Recent similar Projects bided in the Bay Area, especially in the South Bay.
2. Current economic trend.
3. When the Project will be bided.
4. When construction will occur.
5. The risks that contractors need to consider for the Project.

1.9 Develop project schedule. Schedule shall include all needed times to complete all tasks, including City's review times, permitting process, and construction period.

1.10 Meet with City staff to review City comments on schematic design, and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.

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

1.12 CONSULTANT shall prepare an Arborist Tree Inventory and Report. The report will be prepared for approximately 40 trees potentially impacted by the current project improvements. Scope of services will include identification of species and trunk diameter; identification tagging; visually evaluate health and structural condition; identify protect trees per City of Santa Clara's tree preservation ordinance; rate tree suitability for preservation; evaluate impacts of proposed improvements on trees; prepare a Tree Assessment Map; and prepare Tree Preservation Guidelines.

1.13 Conduct Traffic Volume Data Collection. Traffic counts will be conducted at the following intersection:

1. Kiely Blvd/Kaiser Drive
2. Kiely Blvd/Current Park Driveway Entrance.

The counts will be performed between 7:00 – 9:00 AM and 4:00 – 6:00 PM and will include cars (lights), trucks/buses (heavies), pedestrians, and bicyclists. The counts will be collected during two weekdays (Tuesday & Wednesday or Wednesday & Thursday). Additionally, weekend counts will also be collected on Saturday or Sunday (whichever day is desired by the City), from 10 AM to 6 PM. From these counts, the peak one-hour AM and PM peak hour volumes will be identified. The peak hour volumes will then be used to determine signal phasing (i.e. protected left turn phasing, split vs. permissive, etc.), as well as turn lane storage.

1.14 CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities. Location map exhibits will be required to be submitted as part of the NOI.

CONSULTANT shall provide CITY a draft of the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

All data collected from the field shall be provided to the City for records. Prior to performing data collection, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

Task 1 Deliverables – Electronic and hard copy format:

1. Geotechnical Soil report – One (1) PDF
2. Arborist Tree Inventory and Report
3. Traffic Volume Data Collection
4. Aerial and Topographic Ground Survey
5. Notice of Intent form(s)
6. Draft schematic plans: One (1) PDF and one (1) AutoCAD file.
7. Project schedule – One (1) PDF and one (1) Microsoft Project file.
8. Preliminary budget estimate – One (1) PDF and one (1) Microsoft Excel file.
9. Miscellaneous project information (as requested).
10. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

Task 2.0: Community Outreach

Consultant shall work closely with City staff to develop meeting strategy and format to engage the community.

2.1 Develop presentation materials, exhibits, design alternatives, and questionnaires for public workshops/meetings.

2.2 Plan, coordinate, schedule, attend workshops/meetings, and produce meeting minutes. Plan for two (2) workshops/meetings.

2.3 Based on community's input, refine and develop final schematic plans.

2.4 Produce meeting minutes with action items.

Task 2 Deliverables – Electronic and hard copy format:

1. Exhibits, alternative, & questionnaires – PDFs and hard copies as needed.
2. Schematic plans: One (1) PDF and one (1) AutoCAD file
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

Task 3.0: PRC & CC Meetings

Consultant shall assist City staff to present the Project to Parks & Recreation Commission and City Council.

3.1 Prepare PowerPoint presentation using City template, including plans and alternatives, for Parks & Recreation Commission meetings. Plan for One (1) PRC meeting.

3.2 Prepare PowerPoint presentation, including plans and alternatives, for City Council Meetings. Plan for one (1) meeting.

3.3 Produce meeting minutes with action items.

3.4 Provide CEQA determination and assist in filing paperwork. CONSULTANT will confer with City planning to receive CEQA exemption determination.

Task 3 Deliverables – Electronic and hard copy format:

1. Presentation materials, exhibits, & alternative – PDFs and MS PowerPoint file.
2. Revised final schematic plans: One (1) PDF and one (1) AutoCAD file.
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file

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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 $128,961. The amount billed to City for pre-approved Additional Services shall not exceed the sum of $19,344. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed $148,305, subject to budget appropriations.

Consultant shall bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. Billing shall be proportionate to the Services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

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-Material 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. The total amount of all the Tasks is a not-to-exceed amount.

The amount for each Task and the total amount of all the Tasks are as listed below:

Description of work and task	Cost for Basic Services
Task No. 1 – Preliminary Engineering and Evaluation	$89,687
Task No. 2 – Community Outreach Meetings	$7,795
Task No. 3 – Parks and Recreation Commission and City Council's Approval	$16,479
Optional Task 1A – Soil Management Plan	$4,000
Optional Task 1B – Impacted Soil Delineation	$8,000
Optional Task 1C – Concrete/Asphalt Coring	$3,000
TOTAL COST	$128,961

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed one hundred twenty-eight thousand nine hundred sixty-one ($128,961).

III. REIMBURSABLE EXPENSES

There are no reimbursable expenses.

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 lump sum 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 $19,344.

V. RATE SCHEDULE

Personnel Charges

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

The pay rates for the project by classification are listed below:

Primary Consultant – NUVIS LANDSCAPE ARCHITECTURE, INC.:

HOURLY RATES:
Professional services (including portal to portal domestic travel time) performed on an hourly basis will be billed at the following personnel rates.

Corporate Principal	$200.00/hour
Principal	170.00/hour
Senior Associate	155.00/hour
Associate	140.00/hour
CADD Technician I	130.00/hour
CADD Technician II	120.00/hour
Administrative	85.00/hour

DIRECT PROJECT EXPENSES:
Direct Project Expenses (DPE) shall be billed to the CLIENT in addition to fees for professional scope of services at the multiplier of 1.15% of actual cost. They include, but may not be limited to, production 'materials' or expenditures on behalf of the project, including: computer related expenses (ie: plotting and digital transfer items); domestic courier delivery service and postage/ shipping/ overnight delivery; facsimile (outgoing); photography and related supplies; applicable travel expenses (including mileage at the current IRS rate); in-house printing/reproduction; special insurance coverage; and subconsultants not retained by the CLIENT.

Subconsultant Billing Rates:

RJA

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

Classification	Rate
Senior Project Manager	$240.00
Project Manager	224.00
Senior: Engineer, Surveyor, Planner	213.00
Associate: Engineer, Surveyor, Planner	198.00
Engineer, Surveyor, Planner	183.00
Assistant: Engineer, Surveyor, Planner	160.00
Senior Designer/Technician	164.00
Technician	142.00
Assistant Technician	122.00
Project Coordinator	112.00
Administrative Assistant	95.00
Clerical	72.00
Field Survey Manager	197.00
1-Person Survey Crew	180.00
2-Person Survey Crew	283.00
3-Person Survey Crew	340.00
Principal	250.00
Deposition/Court Appearance	rates are available upon request

EXPENSE SCHEDULE

Bond Copy (24"x36")	$1.50 each
Color/mylar plot (small, medium)	$10.00 each
Color/mylar plot (large)	$50.00 each
Xerox copy	$0.15 each
Color xerox copy (8½ x 11 or 11 x 17)	$0.50 each
Client-Requested Overtime	Hourly Rate plus 25%

All other expenses, including:	Actual Cost plus 15%
Delivery Service	Travel & Expenses
Outside Reproduction	Filing or Permit Fees
Mileage - Auto	Conference Call Expenses
Outside Consultants	

CD Design Group

Services to be at our standard hourly rates or at a mutually agreed upon fixed amount.
Our standard hourly rates are as follows:

Sr. Principal, Principal	$95.00/hr
CAD Design/Draft	$65.00/hr
Administrative	$45.00/hr

ENGEO

President	$410.00 per hour
Principal	$315.00 per hour
Associate	$265.00 per hour
Senior Engineer/Geologist/Seismologist/Project Manager	$230.00 per hour
Project Engineer/Geologist/Seismologist/Manager	$208.00 per hour
Environmental Scientist	$190.00 per hour
Staff Engineer/Geologist/Seismologist	$188.00 per hour
Assistant Engineer	$145.00 per hour
Construction Services Manager	$180.00 per hour*
Senior Field Representative II	$160.00 per hour*/**
Senior Field Representative I	$144.00 per hour*/**
Field Representative	$133.00 per hour*/**
Environmental Technician	$133.00 per hour*/**
Senior Laboratory Technician	$160.00 per hour
Laboratory Technician	$145.00 per hour
Senior CAD Specialist	$160.00 per hour
Senior GIS Analyst	$170.00 per hour
GIS Analyst	$163.00 per hour
CAD Specialist	$145.00 per hour
Network Administrator	$205.00 per hour
Project Assistant	$123.00 per hour

Land Design Group Landscape Architects

FEE SCHEDULE

(2021)

Senior Principal	$ 170.00/Hr.
Principal	$ 150.00/Hr.
Senior Associate	$ 118.00/Hr.
Associate	$ 110.00/Hr.
LCAD	$ 95.00/Hr.
LCAD II	$ 85.00/Hr.
Administration Time	$ 70.00/Hr.

Activewayz Engineering

Classification	Billing Rate
ACTIVEWAYZ ENGINEERING (2021)	
Project Manager	$198/hr
Project Engineer	$168/hr
Design Engineer	$124/hr
Engineering Technician	$60/hr
Project Coordinator	$60/hr

Managing Consultants	$220.00
Consultants	$180.00
Arborist	$150.00
CAD/GIS Specialist	$150.00
Administrative Assistant	$70.00

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EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent

acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

3. Cancellation.

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

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

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

Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

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

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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. If applicable to the Services, Consultant or its subconsultant(s), as applicable, shall comply with the following 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 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 or subconsultant 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 consultant or subconsultant 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 MUST be a registered "public works consultant" 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 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 consultant". Those you fail to register and maintain their status as a public works consultant shall not be permitted to perform work on the project.

10. Should any consultant or subconsultants not be a registered public works consultant 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 and subconsultants 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.

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EXHIBIT E
MILESTONE SCHEDULE

Phase I	**Duration**
Preliminary Engineering/Evaluation	7 weeks
Community Outreach Package	5 weeks
Parks and Recreation Commission & City Council Meeting	5 weeks

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EXHIBIT F
PROJECT MANAGEMENT DOCUMENTATION SOFTWARE

1.0 GENERAL

This section is intended to describe the use of e-Builder Enterprise™ (e-Builder) a web-base project management software, as the median for project documentation and reporting. All costs associated with the use of the software is inclusive of the Project Exhibit B – Schedule of Fees.

2.0 e-BUILDER PROJECT MANAGEMENT SOFTWARE PROGRAM

The City of Santa Clara is currently using e-Builder Project Management for all related project management tasks. Consultant is required to comply with all requirements specified in this Exhibit F – PROJECT MANAGEMENT DOCUMENTATON SOFTWARE.

3.0 REQUIREMENTS

A. General Requirements:

1. Consultant and Subconsultants shall provide at a minimum, the following to its staff:

    a) Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher;
    b) Computer Operation System: Windows XP or later and OS X v10.8 or later;
    c) Web Browser: Microsoft Internet Explorer 11.0 or later, Google Chrome v29.0.1 or later, Mozilla Firefox v35.0.1 or later, Safari v6.0.4 or later, Safari for iOS mobile v6.1 or later. Other browsers such as Microsoft Edge, Google Chrome for iOS, and Google Chrome for Android are available on e-Builder; however, but some features

might not work as expected;

d) Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook;

e) Scheduling Software: Microsoft Project or Primavera;

f) Internet Service Provider: A reliable ISP in the area of the Project;

g) Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream.

2. Consultant and Subconsultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis

B. <u>Project Web Requirements:</u>

1. This project utilizes a web-based project management tool, e-Builder. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

2. Consultant and Subconsultants shall conduct Project controls, outlined by the City, utilizing e-Builder. This designated web-based application will be provided by the City at no costs to the Consultant and the Subconsultants. No additional software will be required. Furthermore, the City Project Manager will assist Consultant in providing training of Subconsultant's personnel.

3. Consultant and Subconsultants shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include, but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Change Directives, Potential Change Orders, Change Order Requests, Change Orders, etc. All supporting data including, but not limited to, shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, Submittals, etc. and the like will be submitted in digital format via e-Builder.

C. Electronic File Requirements:

1. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Consultant and Subconsultants shall also submit all closeout documents including all "As-Built Drawings", catalog cuts, and Owner's Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

4.0 IMPLEMENTATION REQUIREMENTS

A. e-Builder is a comprehensive Project and Program Management system that will be implemented for managing documents, communications, and costs between the Contractor, Sub-contractors, Consultant, Sub-consultants, and Owner. e-Builder includes extensive reporting capabilities to facilitate detailed.

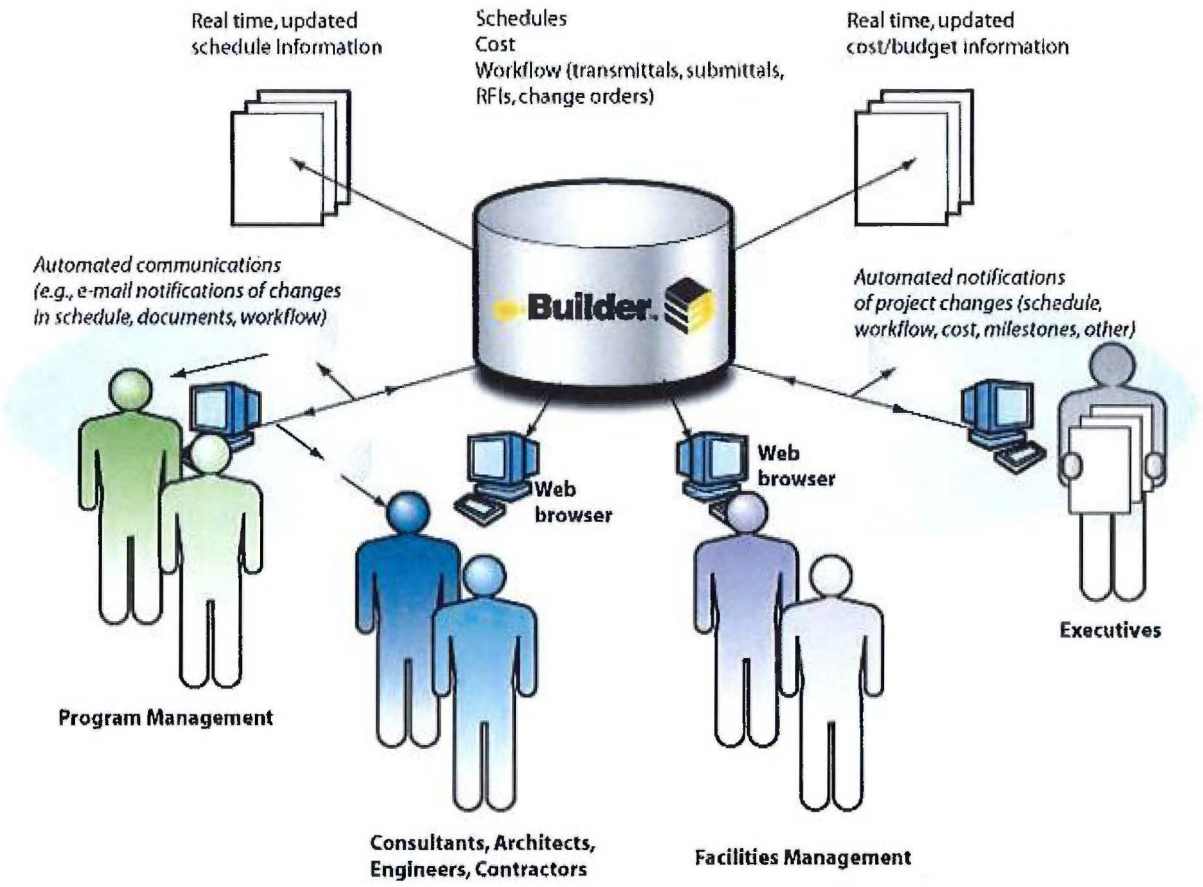
B. Project reporting in a web-based environment that is accessible to all parties and easy to use.

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

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

E. Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder by the City.

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



5.0 LICENSING REQUIREMENT

A. User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Consultant as well as its Subconsultants and/or Suppliers.

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

1. All hosting, operation, maintenance, and data backup of the e-Builder software and documents which are maintained in state-of-the-art data centers located throughout the United States.

2. Quarterly e-Builder software enhancements.

3. Unlimited phone, email, and web-based support 24-hours.

C. e-Builder user licenses shall be obtained by the City, Owner Manager, and QA/QC Agencies for which the Design Consultant is not responsible.