

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Kimley-Horn and Associates, Inc., a North Carolina Corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B1 – Schedule of Fees

Exhibit B2 – Fees by Task

Exhibit C – Insurance Requirements

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 December 13, 2022 and terminate on December 31, 2025.

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. Consultant shall not have liability for any delays, expenses, losses, damages or be deemed in breach for liabilities which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the City, third parties, or governmental agencies.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement 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 is qualified 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 firms 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 **Two Hundred Fifty Thousand Eighty-Three Dollars (\$250,083)**, 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.
- D. The Consultant shall have the right to terminate this agreement upon ten (10) days written notice to the City upon breach by City of any of its obligations under this Agreement. In the event of termination, the Consultant shall be paid for all services performed up to the effective date of the termination and all damages, if any, resulting from the City's breach of this Agreement.

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONSULTANT

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

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

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

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of the Consultant manner arising from the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole or active negligence or willful misconduct of City.
- B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, Consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

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

And to Consultant addressed as follows:

Kimley-Horn and Associates, Inc.
Attention: Kevin Aguigui
1300 Clay Street, Suite 325
Oakland, CA 94612
and by e-mail at kevin.aguigui@kimley-horn.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

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

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

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

"CITY"

KIMLEY-HORN AND ASSOCIATES, INC.
A North Carolina corporation

Dated: _____

By (Signature): _____

Name: Randy Durrenberger

Title: Principal/Sr. Vice President

Principal Place of Business Address: 1300 Clay Street, Suite 325
Oakland, CA 94612

Email Address: randy.durrenberger@kimley-horn.com

Telephone: (510) 625-0712

Fax: N/A

"CONSULTANT"

EXHIBIT A SCOPE OF SERVICES

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

1. GENERAL

- 1.1. Consultant will provide professional bicycle facility planning services for the De La Cruz Boulevard and Coleman Avenue Corridor (Project 1).

Project Corridor			Bike Facility Type	Study	
Roadway	From	To		Lane Removal	Parking Removal
Project 1					
De La Cruz Blvd	Central Expwy	Coleman Ave	Class IV (1 or 2-way)	No	Yes
De La Cruz Blvd	Coleman Ave	Lafayette St/Alviso St	TBD by study	TBD	TBD
Coleman Ave	De La Cruz Blvd	Brokaw Rd	Class II	No	Yes

2. **Task 1 - Project Initiation:** Refer to the table below for tasks and deliverables for Task 1 Consultant will be responsible for.

Task #	Task Description	Task Activities
1	Project Initiation/Management	
1.1	Project Kick-Off Meeting	Upon receipt of a written "Authorization to Proceed" from the City, hold a kick-off meeting with City staff to review project scope, schedule, and critical path with the City staff project team.
1.2	Project Management	Conduct bi-weekly project team check-in calls to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Document call notes, action items, and key decisions in a Sharepoint-based OneNote project tracker. Monthly progress reports and invoices will be sent by the Consultant to the City Project Manager. See Exhibit B herein for invoice requirements.
Task 1 Deliverables		
Task #	Deliverables	
1.1	Meeting agenda and minutes	
1.2	OneNote project tracker, monthly progress reports, and invoices	

3. TASK 2: Outreach Strategy and Implementation: Refer to the table below for tasks and deliverables for Task 2 Consultant will be responsible for.

Task #	Task Description	Task Activities
2	Outreach Strategy and Implementation (All meetings will be publicly noticed to ensure maximum attendance. All public notices must be in English, Chinese, and Spanish - the three primary languages spoken at home in Santa Clara. Translators and sign language interpreters will be present at all meetings if requested)	
2.1	Project Promotion/Website	- Create content to be placed on a project website that will be hosted by the City to promote outreach and education materials, document meetings, announce public events, and provide a forum for the public to submit comments. - Create and monitor a project phone number and email address for the public to submit voicemail and/or email comments. A project phone number will ensure members of the public who do not have a smart phone, computer, or internet access have a method for providing comments. - Create and produce up to ten (10) roadway signs with project information to be placed along each project corridor on street pole lights. The signs must be 24" x 24" printed on engineer grade reflective vinyl coated with 1160 graffiti film and applied to 0.080-inch aluminum.
2.2	Community Surveys	Create up three (3) online community surveys to obtain additional public input. The survey shall be used in addition to the website, phone number, and community outreach events and shall align with the community meetings.
2.3	Outreach Events	Conduct outreach up to three (3) public events and/or pop-up events (i.e. farmer's market, Earl R. Carmichael Park and Art & Wine Festival), in order to inform the community of the project and solicit feedback from the community about the conceptual design alternatives. The assignment of outreach events to the three outreach rounds will be determined in coordination with the City. One event may be replaced by a City Council Study Session.

Task #	Task Description	Task Activities
2.4	Community Meetings	- Conduct three (3) rounds of community meetings with each round having one community meeting and one presentation at an existing community or stakeholder group (six (6) total presentations) to engage the public, solicit feedback, and report back to City staff and council on the community's priorities. Up to two members of the Consultant's team will attend each presentation further meeting support will be provided by City staff. Coordinating and delivering the presentation to the existing community/stakeholder group who will be responsible for selecting a date and inviting its constituents. Meetings may occur virtually or in-person, depending on the preferred format of the organization. - Community Meetings/Presentation #1 and #2: Introduction of the project to the public and solicit feedback from the community about their existing bicycling experience on the corridor. - Community Meetings/Presentation #3 and #4: Present and obtain public input on draft concept designs/alternatives at a community meeting. Public comments will be used to inform staff and the Council on a preferred concept/alternative. - Community Meetings/Presentation #5 and #6: Present results of parking analysis to obtain public input and identify a preferred concept/alternative. The public will be asked to select their preferred alternative based on the findings of the analysis. - Provide all of the materials necessary to conduct a public meeting, such as a PowerPoint presentation to support methods identified in the work plan. - Assist City staff to advertise each meeting by preparing a writeup to be submitted to the City's Communications Department for release through the City of Santa Clara website, City Manager blog, and social media channels such as Facebook, Twitter, and Next Door. - Develop and provide postcards to be distributed to every address within a half-mile of the study corridor to promote participation at each meeting. Up to 1,000 postcards should be assumed for each round of meetings. City to provide the list of addresses.

Task #	Task Description	Task Activities
2.5	Bicycle and Pedestrian Advisory Committee (BPAC) Meetings	Meet with the City's BPAC to gather input and feedback at four (4) BPAC meetings. The purpose of the meetings is described below: - <u>Meeting #1</u>: Introduce the project to the BPAC and solicit feedback from members about their existing bicycling experience on the corridor. - <u>Meeting #2</u>: Present and obtain input on draft concept designs/alternatives. Member comments shall be used to inform City staff and Council on a preferred concept/alternative. - <u>Meeting #3</u>: Present results of parking analysis to obtain member input and identify a preferred concept/alternative. The BPAC shall be asked to select their preferred alternative based on the findings of the analysis. - <u>Meeting #4</u>: Present the final report to the BPAC for adoption prior to City Council.
2.6	City Council Adoption	- Assist City staff with presenting the Project Report at a City Council meeting for adoption. - Provide all of the materials necessary to present at the Council meeting to support methods identified in the work plan. - Assist City staff to advertise the meeting by preparing a writeup to be submitted to the City's Communications Department for release through City of Santa Clara website, City Manager blog, and all of the social media channels such as Facebook, Twitter, and Next Door. - Develop and provide postcards to be distributed to every address within a half-mile of the study corridor to promote participation at the Council meeting. Up to 1,000 postcards per study corridor should be assumed. The same address list from Task 2.4 will be used.
Task 2 Deliverables		
Task #	Deliverables	
2.1	Project website, promotion materials (to be provided each round)	
2.2	Online survey results and analysis (to be provided with Task 2.4 Deliverable)	
2.3	Outreach materials and photos. PowerPoint presentation and draft staff report for City Council study session. (to be provided in each round)	

Task #	Deliverables
2.4	Meeting agenda, materials, photos, minutes/notes, and action items: - Draft Working Paper #1: Summary of Community Meetings/Presentation #1 and #2 - Final Working Paper #1: Summary of Community Meetings/Presentation #1 and #2 - Draft Working Paper #1: Summary of Community Meetings/Presentation #3 and #4 - Final Working Paper #1: Summary of Community Meetings/Presentation #3 and #4 - Draft Working Paper #1: Summary of Community Meetings/Presentation #5 and #6 - Final Working Paper #1: Summary of Community Meetings/Presentation #5 and #6
2.5	- BPAC PowerPoint Presentation - Draft Working Paper #4: Summary of BPAC Meeting #1 (to be provided with Task 2.4 Deliverable) - Final Working Paper #4: Summary of BPAC Meeting #1 (to be provided with Task 2.4 Deliverable) - Draft Working Paper #4: Summary of BPAC Meeting #2 (to be provided with Task 2.4 Deliverable) - Final Working Paper #4: Summary of BPAC Meeting #2 (to be provided with Task 2.4 Deliverable) - Draft Working Paper #4: Summary of BPAC Meeting #3 (to be provided with Task 2.4 Deliverable) - Final Working Paper #4: Summary of BPAC Meeting #3 (to be provided with Task 2.4 Deliverable) - Draft Working Paper #4: Summary of BPAC Meeting #4 (to be provided with Task 2.4 Deliverable) - Final Working Paper #4: Summary of BPAC Meeting #4 (to be provided with Task 2.4 Deliverable)
2.6	PowerPoint Presentation and Draft Staff Report

4. **TASK 3: Data Collection:** Refer to the table below for tasks and deliverables for Task 3
Consultant will be responsible for.

Task #	Task Description	Task Activities
3	Data Collection	
3.1	Information Gathering and Identifying Existing Conditions	- Review previous studies and plans completed within one half mile of the project corridors, as provided by the City. These shall include traffic impact analysis reports studying intersections along the corridor. - Conduct a site visit of the corridor to analyze existing operations. Site visits may include Consultant, City staff, City elected officials, BPAC, and selected stakeholders. Observations may include: (a) Left turn vehicle queuing issues (b) Bicycle facilities and bicycling experience (c) Pedestrian crossings and right turn vehicle interaction - Collision: City staff will the Crossroads collision data for study corridors and parallel roadways for the past six (6) years. Consultant will create public facing maps showing locations along the project corridor broken down by collision type (vehicle, bicycle, pedestrian). This collision data and maps will be used to support and inform design elements within the concepts/alternatives. - Parking: Collect parking occupancy data for seven days (Monday through Sunday) on both sides of the street during the 7AM-7PM and 11PM-2AM time periods. During these periods, parking counts will be collected every half hour for every block along the corridor and 500 feet of each cross street. Create public facing maps showing parking occupancy along the project corridor. The maps will be created for two specific time periods (i.e. Midday and overnight).
Task 3 Deliverables		
Task #	Deliverables	
3.1	Attendance of Site Visit, field notes, and photos. Data Collection (Parking Counts) Draft Working Paper #8: Existing Conditions, Collision Data, and Parking Study Results Final Working Paper #8: Existing Conditions, Collision Data, and Parking Study Results Maps of Existing Collision Data Maps of Existing Parking Data	

- 5. TASK 4: Concepts/Alternatives:** Refer to the table below for tasks and deliverables for Task 4 Consultant will be responsible for.

Task #	Task Description	Task Activities
4	Concepts/Alternatives	
4.1	Develop Concepts/Alternatives	- Develop up to three (3) project concepts/alternatives based on the identified bicycle facility listed in the project corridor table, the recommendations within the City's Bicycle Plan Update 2018, and the existing Conditions Working Paper. - Prepare graphics such as cross sections, aerials, birds eye view of the three concepts/alternatives for public outreach events and meetings. Specific graphic treatments will be determined in coordination with the City, commensurate with the budget available.
Task 4 Deliverables		
Task #	Deliverables	
4.1	Draft Concept/Alternative Graphics Final Concept/Alternative Graphics	

- 6. TASK 5: Corridor Analysis:** Refer to the table below for task and deliverable for Task 5 Consultant will be responsible for.

Task #	Task Description	Task Activities
5	Corridor Analysis	
5.1	Corridor Analyses	- Collision: Analyze collision types and calculate the estimated reduction in collisions based on real-world examples of roadway reconfigurations. Create public facing maps showing collision type (vehicle, bicycle, pedestrian) and potential reductions. - Parking: Analyze parking impacts and calculate new occupancies by assuming parked vehicles will relocate to adjacent side streets. Create public facing maps showing parking occupancy along the project corridor. The maps must be created for two specific time periods (i.e. Midday and overnight) for each scenario.
Task 5 Deliverables		
Task #	Deliverables	
5.1	Draft Working Paper #10: Bicycle Level of Stress, Collision Data, and Parking Study Results Final Working Paper #10: Bicycle Level of Stress, Collision Data, and Parking Study Results Maps of Bicycle Level of Stress (Minimum of 3) (to be included in Draft and Final Working Paper) Maps of Collision Data (Minimum of 2) (to be included in Draft and Final Working	

	Paper) Maps of Parking Data (Minimum of 2)(to be included in Draft and Final Working Paper)
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7. TASK 6. Project Report: Refer to the table below for tasks and deliverables for Task 6
Consultant will be responsible for.

Task #	Task Description	Task Activities
6	Project Report	
6.1	Draft Project Report	- Based on completion of prior tasks, the Consultant shall prepare a Project Report for City Staff review. Chapters/Components that will be considered for inclusion in the Study shall include the following: (a) Introduction and Background, (b) Study Methodology, (c) Existing Conditions, (d) Outreach Process, (e) Concepts/Alternatives, (f) Analyses, (g) Recommendations and Conclusion, and (h) Implementation – Next Steps and Funding. - Based on staff review, update the draft Project Report.
6.2	Final Project Report	Complete the Final Study Report that addresses comments from staff. Submit to the City an electronic copy of the report in PDF and Word versions and as two (2) bound hard copies.
Task 6 Deliverables		
Task #	Deliverables	
6.1	Draft Project Report Updated Draft Project Report	
6.2	Final Report	

8. OPTIONAL TASKS

8.1. The following optional tasks are available from Consultant for this project at the City's discretion:

- 8.1.1. Optional Task A for Task 2: Create and produce four (4) sidewalk decals with project information to be placed along each project corridor or at nearby community destinations.
- 8.1.2. Optional Task B for Task 2: Create an interactive webmap to be used during the first community engagement phase to gather existing conditions feedback. The interactive webmap allows users to leave location-specific comments and suggestions on the corridor. The webmap is an additional tool the public can access and use at their own time and pace to provide feedback on the corridor.

- 8.1.3. Optional Task C for Task 4: Enhanced graphics, including drone photography, renderings, and photo simulations for the concept alternatives.
- 8.1.4. Optional Task D for Task 4: If City Council elects a specific concept, the Consultant will create 10% level plans and cost estimate. Plans will use an engineering scale, show sign, striping, and traffic signal pole work required. Costs estimates will include quantities for signs, striping, and traffic signal work.
- 8.1.5. Optional Task E for Task 5: After development and refinement of the draft concepts as part of Outreach Round 2, it may be beneficial to complete spot traffic analysis to assess the traffic effects of specific bicycle safety treatments. Consultant will collect weekday AM, Mid-day and PM peak period (6 total hours) intersection turning movement volumes for up to five (5) intersections along the study corridor. The City will provide a growth rate to project volumes to Future no project conditions.
 - 8.1.5.1. Traffic Operations: Consultant will use Synchro to complete a traffic operational analysis for those spot locations for Existing, Existing plus Project, Future No-Build, and Future plus Project conditions for one geometric alternative, using existing signal timings and coordination patterns. Consultant will identify the intersection delays, levels of service, and 95th percentile queues at the study locations.

**EXHIBIT B1
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Two Hundred Fifty Thousand Eighty-Three Dollars (\$250,083)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.
- 1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.
- 1.3. The compensation amount is specified below:

Table B1: Total Compensation

Description	Total
Task 1: Project Initiation	\$28,415
Task 2: Outreach Strategy and Implementation	\$105,848
Task 3: Data Collection	\$31,380
Task 4: Concepts/Alternatives	\$24,960
Task 5: Corridor Analysis	\$12,980
Task 6: Project Report	\$23,765
Total for All Tasks	\$227,348
Contingency (Shall only be used for additional scope and requires City approval)	\$22,735
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	\$250,083

2. FEES

- 2.1. All hourly rates are fixed for the Term of the Agreement
- 2.2. The hourly rates for Consultant's Personnel are listed below in Table B2:

Table B2: Hourly Rates

Title	Hourly Rate
Analyst I	\$ 150.00
Analyst II	\$ 175.00
Analyst III	\$ 200.00
Professional I	\$ 215.00
Professional II	\$ 240.00

Title	Hourly Rate
Project Support	\$ 140.00
Senior Professional I	\$ 260.00
Senior Professional II	\$ 295.00
Senior Professional III	\$ 330.00
Senior Project Support	\$ 180.00
Principal-in-Charge	\$ 247.20
Project Manager	\$ 254.41
Outreach Lead	\$ 142.14
Art Director	\$ 155.53
Planner	\$ 119.48

2.3. The City will pay the Consultant for each task based on the task breakdown specified in Exhibit B2.

3. INVOICING REQUIREMENTS

- 3.1. Consultant shall invoice the City on a monthly basis for services performed by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 4.3 below.
- 3.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.
- 3.3. Invoices shall include, at a minimum, the following:
- 3.3.1. Identify the task services were provided for;
 - 3.3.2. Description of work performed;
 - 3.3.3. Deliverables completed;
 - 3.3.4. Amount for services provided by task; and
 - 3.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

4. OPTIONAL TASKS

- 4.1. The following optional tasks are available from Consultant at the City's discretion for the following fee:

OPTION	DESCRIPTION	HOURS	Total
A	Sidewalk Decals		\$2,623.86
	- Art Director	10	\$2,123.86
	- Outreach Lead	4	
	- Other Direct Costs	N/A	\$500.00
B	Community Surveys - Interactive Webmap Survey		\$12,230.00
	- Analyst I	24	\$10,230.00

OPTION	DESCRIPTION	HOURS	Total
	- Analyst II	24	\$2,000.00
	- Professional II	6	
	- Senior Professional III	3	
	- Other Direct Costs	N/A	
C	Enhanced Visualizations		\$13,800.00
	- Senior Project Support	64	
	- Professional II	4	
	- Senior Professional III	3	
D	Develop Conceptual Design and Cost Estimates		\$26,550.00
	- Analyst I	20	
	- Analyst II	66	
	- Professional I	20	
	- Professional II	14	
	- Senior Professional II	8	
	- Senior Professional III	6	
E	Intersection Data Collection and Operational Analysis		\$14,270.00
	- Analyst I	36	\$10,420.00
	- Analyst III	14	
	- Senior Professional I	6	
	- Senior Professional III	2	
	- Other Direct Costs	N/A	\$3,850.00

EXHIBIT B2
FEES BY TASK

TASK #	DESCRIPTION	BUDGETED HOURS	Total
1	PROJECT INITIATION		
1.1	Project Kick-Off Meeting		\$3,180.00
	- Analyst I	6	
	- Professional II	4	
	- Senior Professional III	4	
1.2	Project Management		\$25,235.00
	- Project Support	5	
	- Senior Project Support	20	
	- Analyst II	30	
	- Professional II	15	
	- Senior Professional I	5	
	- Senior Professional II	3	
	- Senior Professional III	30	
TOTAL FOR TASK 1		122	\$28,415.00
2	OUTREACH STRATEGY AND IMPLEMENTATION		
2.1	Project Promotion/Website		\$18,439.68
	- Planner	16	\$11,989.68
	- Art Director	16	
	- Outreach Lead	16	
	- Project Manager	8	
	- Project Support	4	
	- Analyst II	8	
	- Senior Professional III	4	
	- Other Direct Costs \$250 for four sidewalk decals \$2500 for signs \$500 for email/phone # \$2700 for postcards \$500 for translation	N/A	\$6,450.00
2.2	Community Surveys		\$11,355.00
	- Analyst II	51	
	- Professional II	6	
	- Senior Professional III	3	
2.3	Outreach Events		\$13,522.36
	- Planner	33	\$13,022.36
	- Outreach Lead	16	
	- Project Manager	8	

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	- Analyst II	18	
	- Professional II	4	
	- Senior Professional III	2	
	- Other Direct Costs	N/A	
2.4	Community Meetings		\$42,250.32
	- Planner	30	\$42,100.32
	- Outreach Lead	30	
	- Project Manager	12	
	- Principal-in-Charge	4	
	- Project Support	15	
	- Analyst I	68	
	- Analyst II	18	
	- Professional II	45	
	- Senior Professional III	12	
	- Other Direct Costs	N/A	
2.5	BPAC Meetings		\$13,080.00
	- Analyst I	28	
	- Professional II	4	
	- Senior Professional III	24	
2.6	City Council Adoption		\$7,200.00
	- Project Support	6	\$6,300.00
	- Analyst I	8	
	- Professional II	4	
	- Senior Professional III	10	
	- Other Direct Costs: Postcards	N/A	\$900.00
TOTAL FOR TASK 2		531	\$105,847.36
3	DATA COLLECTION		
3.1	Information Gathering and Identifying Existing Conditions		\$31,380.00
	- Analyst I	44	
	- Analyst III	25	
	- Senior Professional I	6	
	- Senior Professional III	4	
TOTAL FOR TASK 3		79	\$31,380.00
4	CONCEPT/ALTERNATIVES		
4.1	Develop Concepts/Alternatives		\$24,960.00
	- Project Support	4	
	- Senior Project Support	30	
	- Analyst I	40	
	- Analyst II	30	

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	- Professional II	15	
	- Senior Professional II	4	
	- Senior Professional III	9	
TOTAL FOR TASK 4		132	\$24,960.00
5	CORRIDOR ANALYSIS		
5.1	Other Analysis		\$12,980.00
	- Analyst I	38	
	- Analyst III	22	
	- Senior Professional I	6	
	- Senior Professional III	4	
TOTAL FOR TASK 5		70	\$12,980.00
6	PROJECT REPORT		
6.1	Draft Project Report		\$18,560.00
	- Project Support	10	
	- Analyst I	46	
	- Analyst II	24	
	- Analyst III	8	
	- Professional II	6	
	- Senior Professional I	4	
	- Senior Professional III	6	
6.2	Final Project Report		\$5,205.00
	- Analyst I	12	
	- Analyst II	6	
	- Analyst III	2	
	- Professional II	2	
	- Senior Professional I	2	
	- Senior Professional II	1	
	- Senior Professional III	2	
TOTAL FOR TASK 6		131	\$23,765.00
TOTAL FOR ALL TASKS			\$227,347.36

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.

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 emailed to:

ctsantaclara@ebix.com

Or mailed to:

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

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

I. QUALIFYING INSURERS

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

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