



Agenda Report

19-018

Agenda Date: 3/26/2019

REPORT TO COUNCIL

SUBJECT

Action on a Design Professional Services Agreement with W-Trans for the Warburton Avenue - Civic Center Drive Area Parking Analysis and Related Budget Amendment

BACKGROUND

During the July 10, 2018 Council Meeting, residents addressed the Council regarding public street parking concerns related to a proposed residential project (Project) on Warburton Avenue. This Project, located at 1900 Warburton Avenue, proposes to construct 12 townhomes on a 0.5 acre lot in an existing General Office Zoning District. The site was approved for rezoning from General Office to Planned Development and is required to provide 2 parking spaces (garages) per unit, as well as 6 parking spaces for visitors for a total of 30 parking spaces within the property. Residents from a nearby multifamily development at 1700 Civic Center Drive voiced concerns about the lack of available parking within their own development, as well as along Civic Center Drive and Warburton Avenue. The residents stated that approving the development with 2 parking spaces per unit will exacerbate the situation further. City Council directed staff to conduct a parking study for the area surrounding the Project site, detailed in the Location Map (Attachment 1), and to coordinate with nearby residents to identify their current parking issues. This project was added to the Department's work plan after approval of the budget and, therefore, did not have identified funding.

DISCUSSION

On October 30, 2018, staff issued a Request for Proposal for a private consultant to perform data collection, complete a parking demand evaluation, and to propose solutions, if needed. The scope of work includes completing the parking demand evaluation, proposing solutions if needed, attending council and community meetings, and coordinating with the residents in the study area. Two proposals were received from Iteris, Inc. and Whitlock & Weinberger Transportation, Inc., a California corporation, doing business as W-Trans. Staff reviewed both proposals and found that W-Trans proposed a project team consisting of more experienced and appropriate staff that is consistent with staff's expectations. W-Trans's proposed scope of work included more detail, with identification of study elements that will provide better information and determination of current and potential future parking demand in the area. Based on the proposals received and staff's evaluation of these proposals, staff believes that W-Trans will provide a better final product, with detailed information for City Council, staff, and members of the public to make a determination on parking demand.

It is important to note that although the proposed Design Professional Services Agreement is within the City Manager's delegated authority to approve (i.e. less than \$100,000); a budget amendment is needed to fund this Council direction as this work is not included within the Department's work plan for Fiscal Year 2018-19. Should the Council like to proceed with the Project, staff is proposing that funds be allocated from the General Fund Budget Stabilization Reserve since this effort was added after adoption of the FY 2018/19 budget. If approved, staff estimates that this project will be

completed by late 2019 and be presented to City Council in early 2020 for further discussion.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15301 “Existing Facilities” as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

FISCAL IMPACT

The cost of the Design Professional Services Agreement is \$59,960, plus 10% contingency in the amount of \$5,996 for any potential additional services and \$200 of reimbursable expenses, for a total not-to-exceed amount of \$66,156. Total appropriations of \$66,156 are needed and if approved, staff is proposing that funding be allocated from the General Fund Reserves.

The budget amendment below allocates funding from the General Fund Contingency Reserves - Budget Stabilization Reserves into the General Fund for contractual services as recommended in this report.

**Budget Amendment
FY 2018/19**

	Current	Increase/ (Decrease)	Revised
Fund 001 - General Fund			
<u>Transfers In</u>			
Transfer from Budget Stabilization Reserve	\$930,303	\$66,156	\$996,459
<u>Expenditures</u>			
Public Works - Traffic - Contractual Services	\$3,750	\$66,156	\$69,906
Fund 063 -General Contingency Reserves			
<u>Transfers Out</u>			
Transfer to General Fund	\$930,303	\$66,156	\$996,459
<u>Reserves</u>			
Budget Stabilization Reserve	\$62,915,716	(\$66,156)	\$62,849,560

COORDINATION

This report has been coordinated with the Finance Department and 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>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Award the Design Professional Services Agreement for the Warburton Avenue - Civic Center Drive Area Parking Analysis to Whitlock & Weinberger Transportation, Inc., a California corporation doing business as W-Trans, in the not-to-exceed amount of \$66,156 including additional services up to 10% of the contract amount and up to \$200 reimbursable expenses; and
2. Approve the related budget amendment transferring \$66,156 from the General Fund Contingency Reserves - Budget Stabilization Reserve to the General Fund - Public Works-Traffic Contractual Services for the Warburton Avenue - Civic Center Drive Area Parking Analysis.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Location Map
2. Agreement

Location Map

Civic Center Dr. - Don Ave. - Warburton Ave. -
Scott Blvd. - Lincoln Ave. - Don Ct.

Legend

- Area
- On-Street Study Area
- Proposed Development

The Palms
Complex

Greenpoint
Apartment

Civic
Plaza
Apartment

Park Vista
Complex

Proposed Development
1900 Warburton Ave.

Executive House
1700 Civic Center Dr.

Verona
Complex

Boulevard Complex

Triton
Court
Complex



**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WHITLOCK & WEINBERGER TRANSPORTATION, INC., DBA W-TRANS**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Whitlock & Weinberger Transportation, Inc., a California corporation, doing business as W-Trans, with its principle place of business located at 490 Mendocino Avenue, Suite 201, Santa Rosa, California 95401 (“Contractor”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the April 1, 2019 and terminate on December 31, 2021

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Sixty-Six Thousand, One Hundred Fifty-Six Dollars (\$66,156), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

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

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

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

And to Contractor addressed as follows:

W-Trans
505 17th Street, 2nd Floor, Oakland CA 94612
and by e-mail at mspencer@w-trans.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____ Dated: _____

BRIAN DOYLE
City Attorney

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

“CITY”

WHITLOCK & WEINBERGER TRANSPORTATION, INC.
a California corporation
DBA W-TRANS


Dated: March 15, 2019
By (Signature): 
Name: Mark Spencer, PE
Title: Senior Principal
Principal Place of Business Address: 505 17th Street, 2nd Floor
Oakland, CA 94612
Email Address: m Spencer@w-trans.com
Telephone: (510) 444-2600
Fax: (707) 542-9590
“CONTRACTOR”

EXHIBIT A SCOPE OF SERVICES

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

I. GENERAL

Contractor shall provide complete engineering services for City's parking demand study ("Off-street Study") of the area consisting of Civic Center Drive between Lincoln Street and Warburton Avenue, Warburton Avenue between Lincoln Street and Scott Boulevard, Scott Boulevard between Bray Avenue and El Camino Real, Don Avenue between Warburton Avenue and Monroe Street, and Don Court ("Study Area").

The Study Area shall specifically include the Boulevard Complex at 1958 Hillebrant Place, the Executive House at 1700 Civic Center Drive, Verona Complex at 1690 Civic Center Drive, Triton Court complex on Triton Court, Greenpointe Apartments at 1599 Warburton Avenue, the Civic Plaza Apartments at 1495 Don Avenue, the Palms at 1835 Palm View Place, and the Park Vista Complex on Park Vista Circle.

III. BASIC SCOPE OF SERVICES

A general description of the services, tasks, and responsibilities required for the Project are as follows:

Task 1: Data Collection and Current Parking Demand Evaluation

- 1.1 Contractor shall attend a kick-off meeting with City staff to review the Off-street Study goals, scope, costs, and schedule.
- 1.2 Contractor shall participate in no less than one (1) meeting with the community, which shall include local residents, property owners, and business representatives, to identify the current parking issues within the Study Area related to parking operations, enforcement and other relevant conditions ("Kick Off meeting(s)").
- 1.3 Contractor shall collect field information related to current public and private parking availability within the Study Area.
- 1.4 Contractor shall conduct actual parking counts during peak (3:00 AM) and off-peak (12:00 PM) hours for Tuesday, Wednesday, and Thursday of the week.
- 1.5 Contractor shall estimate additional future parking demand based on anticipated development in and around the Study Area. Contractor shall

coordinate with City's Community Development Department.

- 1.6 Contractor shall complete a parking supply/demand analysis and identify if there are immediate (0-6 months), near term (6 months–2 years), and/or long term (2-5 years) needs for parking within the Study Area.
- 1.7 Contractor shall summarize the community input, field information, data collection, analysis, conclusions in a draft Parking Demand Study Evaluation Memo. Contractor shall present the draft of this memo in an person meeting with City staff.
- 1.8 Contractor shall revise and resubmit the draft Parking Demand Study Evaluation Memo based on City comments.
- 1.9 Contractor shall participate in no less than one (1) meeting with the community to present the findings of the draft Parking Demand Study Evaluation Memo and received feedback regarding the Memo's conclusions.
- 1.10 Contractor shall revise and resubmit, as appropriate, the Final Parking Demand Study Evaluation Memo based on community and additional City comments.
- 1.11 For Task 1, Contractor shall provide the following deliverables:
 - a. Meeting minutes from Kick-off meeting(s)
 - b. Meeting minutes from all Community meetings
 - c. Data collected and field observations
 - d. Draft Parking Demand Study Evaluation Memo
 - e. Response to City comments on Parking Demand Study Evaluation Memo
 - f. Response to community and additional City comments on Parking Demand Study Evaluation Memo
 - g. Final Parking Demand Study Evaluation Memo

Task 2: Immediate, Near-term and Long-term improvement recommendations

- 2.1 If the Parking Demand Study Evaluation Memo concludes that there are immediate, near-term, and/or long-term parking availability issues that should be addressed, the Contractor, at the direction of City, shall provide immediate, near-term, and/or long-term recommendations on how to address parking issues within the Study Area.
- 2.2 Contractor shall prepare a draft Parking Demand Recommendations Memo, conceptual/schematic designs, and budge level cost estimates for the immediate, near-term and long-term recommendations.

- 2.3 Contractor shall revise and resubmit the draft Parking Demand Recommendations Memo based on City comments.
- 2.4 Contractor shall participate in no less than one (1) meeting with the community to present the findings of the draft Parking Demand Recommendations Memo and received feedback regarding the Memo's conclusions.
- 2.5 Contractor shall revise and resubmit, as appropriate, the Final Parking Demand Recommendations Memo based on community and additional City comments.
- 2.6 Contractor shall prepare meeting material including memos, exhibits, for presentation of the Final Parking Demand Recommendations Memo at a future City Council meeting. Contractor shall attend the City Council meeting and support City staff in addressing City Council questions and/or comments.
- 2.7 For Task 2, Contract shall provide the following deliverables:
 - a. Draft Parking Demand Recommendations Memo
 - b. Response to City comments on draft Parking Demand Recommendations Memo
 - c. Meeting minutes from Community meeting regarding draft Parking Demand Recommendations Memo
 - d. Response to community and additional City comments on Parking Demand Recommendations Memo
 - e. Final Parking Demand Recommendations Memo
 - f. City Council presentation materials

EXHIBIT B SCHEDULE OF FEES

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

ORIGINAL PAYMENT AMOUNT

The total payment to the Contractor for all work necessary for performing all tasks, as stated in Scope of Services (**Exhibit A**), shall be Sixty-Six Thousand, One Hundred Fifty-Six Dollars (\$66,156), plus Additional Services, which shall not exceed the sum of Five Thousand Eight Hundred Dollars (\$5,996), plus Reimbursable Expenses, which shall not exceed the sum of Two Hundred Dollars (\$200). Billing shall be on a monthly basis proportionate to the services performed for each task completed. In no event shall the amount billed to City by Contractor for services under this Agreement exceed Sixty-Six Thousand, One Hundred Fifty-Six Dollars (\$66,156), subject to budget appropriations.

II. ADDITIONAL SERVICES

Additional Services shall be provided at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Additional Services are allowed only if written proposal is received, reviewed and written authorization is given by City's Director of Public Works or his/her designee in advance of the work to be performed. Additional Services shall not exceed \$5,996 without approval by the City.

III. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. Reimbursable Expenses shall be billed at cost plus ten percent (10%). The following items are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Local Travel Expenses
- Faxes
- Telephone Expenses
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

Reimbursable Expenses may include but are not limited to:

- Outside Duplication Cost for PS&E as specified in Section III, BASIC SCOPE

- OF SERVICES, of Exhibit A
- Presentation Materials, Art works, News letters
- Overnight Delivery Services when requested by the City
- Courier Services when requested by the City

All Reimbursable Expenses, other than those listed above, shall be approved in advance by the City.

Reimbursable Expenses shall not exceed \$200 without approval by the City. The Contractor shall notify the City when approximately 75% of the Reimbursable Expenses budget has been billed to the City and shall provide a revised estimate of Reimbursable Expenses through Project completion. City may review estimate and may approve all or part of additional cost. The City shall be under no obligation to provide any Reimbursable Expenses in excess of the approved maximum reimbursable budget.

IV. PAY RATE SCHEDULE

Basic Services:

Compensation shall be in proportion to services rendered and shall be billed monthly as percentages of completion for each phase listed below. Invoices submitted shall include, but not be limited to, description of work/task performed, percentage of completion for each task, amount for current invoice, invoiced-to-date amount, contract amount, and remaining contract amount (or in format acceptable by the City), and all supporting documentation for amount requested for payments. Fees shall be paid in lump sum and not-to-exceed per task as listed below:

1. Data Collection and Current Parking Demand Evaluation

Task 1.1, 1.2, 1.9 – Kick Off Meetings (1) & Community Meetings (2)	\$7,990
Task 1.3, 1.4 – Parking Inventory and Utilization Surveys	\$11,235
Task 1.5, 1.6 – Future Parking Demand, Supply/Demand Analysis	\$4,905
Task 1.7, 1.8, 1.10 – Parking Demand Study Evaluation Memo(s)	\$7,560

2. Immediate, Near-Term and Long-Term Improvement Recommendations

Task 2.1 – Parking Recommendations	\$7,205
Task 2.2, 2.3, 2.5 – Parking Demand Recommendation Memo(s)	\$15,830
Task 2.4, 2.6 – Community Meeting (1), City Council Meeting (1)	\$5,235

TOTAL for Tasks 1 and 2 (not-to-exceed) ... \$59,960

V. RATE SCHEDULE

Name/Title	Rate/Hour
Mark Spencer – Senior Principal	\$245
Steve Weinberger – Principal	\$255
Andre Huff - Project Manager	\$110
Engineer/Planner	\$155
Associate Engineer/Planner	\$130
Assistant Engineer/Planner	\$110
Technician/Administration Staff	\$100
Interns	\$50
Technician/Administration Staff	\$20

EXHIBIT C INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

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

C. WORKERS' COMPENSATION

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.

City of Santa Clara - Department of Public Works

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

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

I. QUALIFYING INSURERS

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

EXHIBIT D LABOR COMPLIANCE ADDENDUM

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

J. Prevailing Wage Requirements

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

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

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

K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

L. Enforcement

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

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