



DESIGN PROFESSIONAL SERVICES AGREEMENT (SINGLE) **WITH KIMLEY-HORN AND ASSOCIATES, INC**

1. PARTIES

This Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and Kimley-Horn and Associates, Inc (“Consultant”), a Corporation for De Anza Boulevard and McClellan Road/Pacifica Drive Intersection Modifications (“Project”), and is effective on the last date signed below (“Effective Date”).

2. SERVICES

2.1 Basic Services. Consultant agrees to provide the Basic Services for the Project, which are set forth in detail in the Scope of Services, attached here and incorporated as **Exhibit A**, and as further specified in Consultant’s written Proposal as approved by City, except for any provision in the Proposal which conflicts or is inconsistent with this Agreement and the Exhibits hereto, or as otherwise expressly rejected by City. Consultant further agrees to carry out its work in compliance with the City’s Shelter In Place and Social Distancing Requirements, attached here and incorporated as **Exhibit A-A**.

2.2 Additional Services. City may request at any time during the Contract Time that Consultant provide additional services for the Project, which are not already encompassed, expressly or implicitly, in the Agreement, the Scope of Services, or the Proposal (“Additional Services”). Additional Services must be authorized in writing by City and Consultant will not be paid for unauthorized Additional Services rendered. Additional Services are subject to all the provisions applicable to Basic Services, except and only to the extent otherwise specified by City in writing.

All references to “Services” in the Agreement include Basic Services and Additional Services, unless otherwise stated in writing. The Services may be divided into separate sequential tasks, as further specified in this Agreement, the Scope of Services, and Consultant’s Proposal.

Consultant is solely responsible for its errors and omissions and those of its subconsultants, and must promptly correct them at its sole expense. Consultant must take appropriate measures to avoid or mitigate any delay, liability, and costs resulting from its errors or omissions.

3. TIME OF PERFORMANCE

3.1 Term. This Agreement begins on the Effective Date and ends on September 30, 2023, unless terminated earlier as provided herein (“Contract Time”). The City’s appropriate department head or City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

3.2 Schedule of Performance. All Services must be provided within the times specified in **Exhibit B**, Schedule of Performance, attached and incorporated here. Consultant must promptly notify City of

any actual or potential delay in providing the Services as scheduled to afford the Parties adequate opportunity to address or mitigate delays. If the Services are divided by tasks, Consultant must begin work on each separate task upon receiving City's Notice to Proceed ("NTP"), and must complete each task within the time specified in **Exhibit B**.

3.3 Time is of the essence for the performance of all the Services. Consultant must have sufficient time, resources, and qualified staff to deliver the Services on time. Contractor shall not have liability for any delays, expenses, losses, damages or be deemed in breach which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics (including COVID 19), adverse weather, or acts of the City, third parties, or government agencies.

4. COMPENSATION

4.1 Maximum Compensation. City will pay Consultant for satisfactory performance of the Basic Services and Additional Services, if approved, a cumulative total amount that will be capped so as not to exceed \$324,410.00 ("Contract Price"), as specified in **Exhibit C, Compensation**, attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place even if Consultant's actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price.

4.2 Basic Services. City will pay Consultant \$297,630.00 ("Lump Sum Price") for the complete and satisfactory performance of the Basic Services in accordance with Exhibit C. The Lump Sum Price is inclusive of all time and expenses, including, but not limited to, sub-Consultants' costs, materials, supplies, equipment, travel, taxes, overhead, and profit. If the Basic Services are not fully completed, Consultant will be compensated a percentage of the Lump Sum Price proportionate to the percentage of Basic Services that were completed to City's reasonable satisfaction.

4.3 Additional Services. City has the discretion, but not the obligation, to authorize Additional Services up to an amount not to exceed \$26,780.00. Additional Services provided to City's reasonable satisfaction will be compensated on a lump sum basis or based on time and expenses, in accordance with the Hourly Rates and Reimbursable Expenses Schedules included in **Exhibit C**. If paid on an hourly basis, Consultant will be compensated for actual costs only of normal business expenses and overhead, with no markup or surcharge ("Reimbursable Expenses"). Consultant will not be entitled to reimbursement for copying, printing, faxes, telephone charges, employee overtime, or travel to City offices or to the Project site.

4.4 Invoices and Payments. Monthly invoices must describe the Services completed and the Amount due for the preceding month. City will pay Consultant within thirty (30) days following receipt of a properly submitted and approved invoice for Services. The invoice must separately itemize and provide subtotals for Basic Services and Additional Services, and must state the percentage of completion for each task, as specified in **Exhibit C**. City will notify Consultant in writing of any disagreements with the invoice or the stated percentage of completion of tasks. If the disagreement is unresolved, City will pay Consultant only for the undisputed portion of the Services. Disputed amounts shall be subject to the Dispute Resolution provision of this Agreement.

- a. Time and Expenses.** For Additional Services provided on an hourly basis, each invoice must also include, for each day of Services provided: (i) name and title of each person providing Services; (ii) a succinct summary of the Services performed by each person; (iii) the time spent per person, in thirty (30) minute increments; (iv) the hourly billing

rate or Sub- Consultant charge and payment due; and (v) an itemized list with amounts and explanation for all permitted reimbursable expenses.

- b. Rates and Receipts.** All hourly rates and reimbursable expenses must conform to the City- approved rates set forth in **Exhibit C**, which will be in effect for the entire Contract Time. Each invoice must attach legible, dated receipts for Reimbursable Expenses.

5. INDEPENDENT CONTRACTOR

5.1 Status. Consultant is an independent Consultant and not an employee, partner, or joint venture of the City. Consultant is solely responsible for the means and methods of performing the Services and shall exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant in performing the Services. Consultant is not entitled to health benefits, worker's compensation, retirement, or any City benefit.

5.2 Qualifications and Standard of Care. Consultant represents on behalf of itself and its sub-Consultants that they have the qualifications and skills to perform the Services in a competent and professional manner, as exercised by design professionals performing similar services in the San Francisco Bay Area. Services may only be performed by qualified and experienced personnel or subconsultants who are not employed by City and do not have any contractual relationship with City excepting this Agreement. All Services must be performed as specified to City's reasonable satisfaction.

5.3 Permits and Licenses. Consultant warrants on behalf of itself and any sub-Consultants that they are properly licensed, registered, and/or certified to perform the Services, as required by law, and that they have procured a valid City Business License, if required by the Cupertino Municipal Code.

5.4 Sub-Consultants. Unless prior written approval from City is obtained, only Consultant's employees and sub-Consultants whose names are included in this Agreement and incorporated Exhibits may provide Services under this Agreement. Consultant must require all sub-Consultants to furnish proof of insurance for workers' compensation, commercial liability, auto, and professional liability in reasonable conformity to the insurance required of Consultant. The terms and conditions of this Agreement shall be binding on all sub-Consultants relative to the portion of their work.

5.5 Tools, Materials, and Equipment. Consultant will supply and shall be responsible for all tools, materials, and equipment required to perform the Services under this Agreement.

5.6 Payment of Benefits and Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Consultant's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Consultant. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Consultant, or any of its employees,

agents, or subcontractors, is an employee for any purpose, then Consultant agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.

5.7 Errors and Omissions. Consultant is solely responsible for its errors and omissions and those of its sub-Consultants, and must take prompt measures to avoid, mitigate, and correct them at its sole expense.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

During the Contract Time, Consultant may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant shall hold in confidence all City information and use it only to perform this Agreement. Consultant shall exercise the same standard of care to protect City information as a reasonably prudent Consultant would use to protect its own proprietary data.

7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Subject to City meeting its payment obligations for the Services, any interest (including copyright interests) of Consultant in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium, prepared by Consultant under this Agreement ("Work Product"), will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to a third-party without prior written approval by City

7.2 Copyright. To the extent permitted by Title 17 of the U.S. Code, all copyrights to the Work Product prepared/created by Consultant and its sub-Consultants and all copyrights in such Work Product shall constitute City property. If it is determined under federal law that the Work Product is not "works for hire," Consultant hereby assigns to City all copyrights to the Work Product when and as created, and shall require sub-Consultants to do the same. Consultant may retain copyrights to its standard details, but hereby grants City a perpetual, non-exclusive license to use such details.

7.3 Patents and Licenses. Consultant must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

7.4 Re-Use of Work Product. Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Consultant and its sub-Consultants to execute or implement any of the following, but Consultant shall not be responsible or liable for City's re-use of Work Product:

- (a) For work related to the original Services for which Consultant was hired;
- (b) To complete the original Services with City personnel, agents or other Consultants;
- (c) To make subsequent additions to the original Services; and/or
- (d) For other City projects.

7.5 Deliverables and Format. Electronic and hard copies of the Work Product constitute part of

the Deliverables required under this Agreement, which shall be provided to City on recycled paper and copied on both sides, except for one single-sided original. Large-scale architectural plans and similar items must be in CAD and PDF formats, and unless otherwise specified, other documents must be in Microsoft Office applications and PDF formats.

8. RECORDS

8.1 Consultant must maintain complete, accurate, and detailed accounting records relating to the Services and Compensation, in accordance with generally accepted accounting principles and procedures. The records must include detailed information about Consultant's performance, benchmarks, and deliverables. The records and supporting documents must be kept separate from other files and maintained for a period of four (4) years from the date of City's final payment.

8.2 Consultant will provide City full access to Consultant's books and records for review and audit, to make transcripts or copies, and to conduct a preliminary examination of all the work, data, documents, proceedings, and activities related to this Agreement. If a supplemental examination or audit of Consultant's records discloses non-compliance with appropriate internal financial controls, a contract breach, or a failure to act in good faith, City will be entitled to recover from Consultant the costs of the supplemental examination. If this is a lump sum fee Agreement, City will be provided access to records of reimbursable expenses and the instruments of service/deliverables for review and audit. This Section 8 survives the expiration/termination of this Agreement.

9. ASSIGNMENT

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Consultant as a legal entity will be considered an Assignment subject to City approval, which shall not be unreasonably withheld. For purposes of this provision, control means fifty percent (50%) or more of the voting power of the business entity. This Agreement binds Consultant, its heirs, successors and assignees.

10. PUBLICITY / SIGNS

Any publicity generated by Consultant for the project under this Agreement, during the term of this Agreement and for one (1) year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. No signs may be posted, exhibited, or displayed on or about City property, except signage required by law or this Agreement, without prior written approval from the City.

11. INDEMNIFICATION

11.1 To the fullest extent allowed by law and except for losses caused by the sole or active negligence or willful misconduct of City personnel, Consultant agrees to indemnify, defend, and hold harmless the City as follows:

a. Indemnity for Design Professional Liability: With respect to the performance of design professional services by a design professional as defined in California Civil Code Section

2782.8, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its officers, officials, agents, employees, and volunteers (collectively and/or individually “City”) from and against any and all liabilities, claims, damages, losses, costs, or expenses (including, without limitation, costs, attorneys’ fees, and expert fees of litigation and alternative dispute resolution) of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually “Consultant”), in the performance of this Agreement or failure to comply with any obligations of the Agreement. If it is finally determined (through a non-appealable judgment or an agreement between City and Consultant) that liability is caused by the comparative negligence or willful misconduct of City, then Consultant’s indemnification and hold harmless obligation shall not exceed Consultant’s finally determined percentage of liability based upon the comparative fault of Consultant.

Irrespective of any language to the contrary in this Agreement, the Consultant has no duty to provide or to immediately pay for an up-front defense of City against unproven claims or allegations, but shall reimburse those litigation costs and expenses (including, without limitation, attorneys’ fees, and expert fees) incurred by the City to the extent caused by the negligence, recklessness, or willful misconduct of Consultant. In no event shall the cost to defend charged to Consultant exceed Consultant’s proportional percentage of fault, except as described in Section 2782.8(a) and (e) of the California Civil Code.

b. Claims Involving Intellectual Property. Consultant shall indemnify, defend, and hold harmless Indemnitees from and against any claim involving intellectual property, infringement, or violation of a United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights, which arises out of, pertains to, or relates to Consultant’s negligence, recklessness, or willful misconduct. Such costs and expenses will include reasonable attorney fees for legal counsel of City’s choice, expert fees, and all other costs and fees of litigation.

c. Claims for Other Liability. Except as provided in subsections 11.1(a) and (b), to the fullest extent permitted by law, Consultant shall hold harmless, defend (with counsel agreed to by City), and indemnify City and its officers, officials, agents, employees, and volunteers (collectively and/or individually “City”) from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys’ fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by Consultant or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or sole willful misconduct of the City.

Consultant’s duty to defend applies immediately, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend as stated herein.

11.2 Consultant will assist City, at no additional cost, in the defense of any claim, dispute, or lawsuit arising out of this Agreement. Consultant’s duties herein are not limited to or subject to the Contract Price, to Workers’ Compensation claims, or to the Insurance or Bond limits and provisions. Nothing in this Agreement shall be construed to give rise to an implied right of indemnity in favor of Consultant against any Indemnitee.

11.3 Consultant agrees to pay the reasonable costs City may incur in enforcing this provision related to Consultant's indemnification duties, including reasonable attorney fees, fees for legal counsel acceptable to City, expert fees, and all other costs and expenses related to a claim or counterclaim, a purchase order, another transaction, litigation, or dispute resolution. Without waiving any rights, City may deduct money from Consultant's payments to cover moneys due to City.

11.4 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

11.5 This Section 11 shall survive expiration or termination of this Agreement.

12. INSURANCE

On or before the Contract Time commences, Consultant shall furnish City with proof of compliance with City Insurance Requirements, attached and incorporated here as **Exhibit D**. City will not execute the Agreement until Consultant has submitted and City has reasonably approved receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Alternatively, City may terminate this Agreement or in its sole discretion purchase insurance at Consultant's expense and deduct costs from payments to Consultant.

13. COMPLIANCE WITH LAWS

13.1 General Laws. Consultant shall comply with all laws and regulations applicable to this Agreement. Consultant will promptly notify City of changes in the law or other conditions that may affect the Project or Consultant's ability to perform. Consultant is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act, or other federal or state law, rule or regulation.

13.2 Labor Laws. Consultant shall comply with all labor laws applicable to this Agreement. If the Services include a "public works" component, Consultant must comply with prevailing wage laws under Labor Code Section 1720 and other labor laws. To the extent applicable, Consultant must comply with City's Labor Compliance Program and with state labor laws pertaining to working days, overtime, payroll records and DIR Registration and Oversight. If the Contract Price is \$30,000 or more, Consultant must comply with the apprenticeship requirement in Labor Code Section 1777.5.

13.3 Discrimination Laws. Consultant shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Consultant shall comply with all anti-discrimination laws, including Government Code Section 12900 and 11135, and Labor Code Section. 1735, 1777, and 3077.5. Consistent with City policy prohibiting it, Consultant understands that harassment and discrimination by Consultant or any of its sub-Consultants toward a job applicant, an employee, a City employee, or any other person is strictly prohibited. Consultant agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

13.4 Conflicts of Interest. Consultant shall comply with all conflict of interest laws and regulations applicable to this Agreement and must avoid any conflict of interest. Consultant warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement in violation of California Government Code Section 1090 et seq. Consultant may be required to file a conflict of interest form if Consultant makes certain governmental decisions or serves in a staff capacity, as provided in Section 18700 of Title 2 of the California Code of Regulations and other laws. Services may only be performed by persons who are not employed by City and who do not have any contractual relationship with City, with the exception of this Agreement. Consultant is familiar with and agrees to abide by the City's rules governing gifts to public officials and employees.

13.5 Remedies. A violation of this Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursement, or terminating this Agreement. City reserves all its rights and remedies under law and this Agreement, including the right to seek indemnification under Section 11. Consultant agrees to indemnify, defend, and hold City harmless from and against any loss, liability, and expenses arising from noncompliance with this Section.

14. PROJECT COORDINATION

14.1 City Project Manager. The City's Project Manager for all purposes under this Agreement will be Marlon Aumentado, who shall have the authority to manage this Agreement and oversee the progress and performance of the Services. City in its sole discretion may substitute another Project Manager at any time and will advise Consultant of the new representative.

14.2 Consultant Project Manager. Subject to City's reasonable approval, Consultant's Project Manager for all purposes under this Agreement will be Elbert Chang, who shall be the single representative for Consultant with the authority to manage compliance with this Agreement and oversee the progress and performance of the Services. This includes responsibility for coordinating and scheduling the Services in accordance with City instructions, service orders, and the Schedule of Performance, and providing regular updates to the City's Project Manager on the Project status, progress, and any delays. City written approval is required prior to Consultant substituting a new Project Manager, which shall result in no additional costs to City or Project delays.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project with thirty (30) calendar days written notice to Consultant. Consultant will be compensated for satisfactory Services performed through the date of abandonment and will be given reasonable time to assemble the work and close out the Services. No close out work shall be conducted without City reasonable approval of closure costs, which may not exceed ten percent (10%) of the total time expended to the date of abandonment. All charges including job closure costs will be paid in accordance with the provisions of this Agreement and within thirty (30) days of Consultant's final invoice reasonably approved by the City.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time, following reasonable written notice to Consultant at least thirty (30) calendar days prior to the termination date. Consultant will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Consultant closes out the Services and delivers all Work Product to City. All

charges approved by City including job closure costs will be paid within thirty (30) days of Consultant's final invoice.

17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California, excepting any choice of law rules which may direct the application of laws of another jurisdiction. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Consultant must comply with the claims filing requirements under the Government Code prior to filing a civil action in court against City. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). If a dispute arises, Consultant must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. ATTORNEY FEES

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs. This Section 18 survives the expiration/termination of this Agreement.

19. THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of this Agreement.

20. WAIVER

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of any breach shall not be deemed to constitute waiver of another term, provision, covenant, or condition or a subsequent breach, whether of the same or a different character

21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of the Parties, of every kind or nature, and supersedes any and all other agreements and understandings, either oral or written, between them. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of this main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

22. INSERTED PROVISIONS

Each contractual provision or clause that may be required by law is deemed to be included and will be inferred in this Agreement. Either party may request an amendment to cure any mistaken insertion or omission of a required provision.

23. HEADINGS

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

24. SEVERABILITY/PARTIAL INVALIDITY

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect.

25. SURVIVAL

All provisions which by their nature must continue after the Agreement ends, including without limitation those referenced in specific Sections herein, survive this Agreement and shall remain in full force and effect.

26. NOTICES

All notices, requests, and approvals must be sent to the persons below in writing to the persons below, and will be considered effective on the date of personal delivery, the delivery date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino: Office of the City Manager 10300 Torre Ave. Cupertino CA 95014 Attention: Marlon Aumentado Email: MarlonA@cupertino.org	To Consultant: Kimley-Horn and Associates, Inc 1300 Clay St, Suite 325 Oakland, CA 94612 Attention: Elbert Chang Email: elbert.chang@kimley-horn.com
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27. VALIDITY OF CONTRACT

This Agreement is valid and enforceable only if it complies with the contract provisions of Cupertino Municipal Code Chapters 3.22 and 3.23, is signed by the City Manager or authorized designee, and is approved for form by the City Attorney's Office.

28. EXECUTION

The person executing this Agreement on behalf of Consultant represents and warrants that Consultant has the right, power, and authority to enter into this Agreement and carry out all actions herein, and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Consultant. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the Effective Date stated earlier in this Agreement.

CITY OF CUPERTINO
A Municipal Corporation

By _____
Name _____
Title _____
Date _____

KIMLEY-HORN AND ASSOCIATES, INC

By Adam Dankberg
Name Adam Dankberg
Title Vice President
Date Mar 3, 2021

APPROVED AS TO FORM:

HEATHER M. MINNER
Cupertino City Attorney

ATTEST:

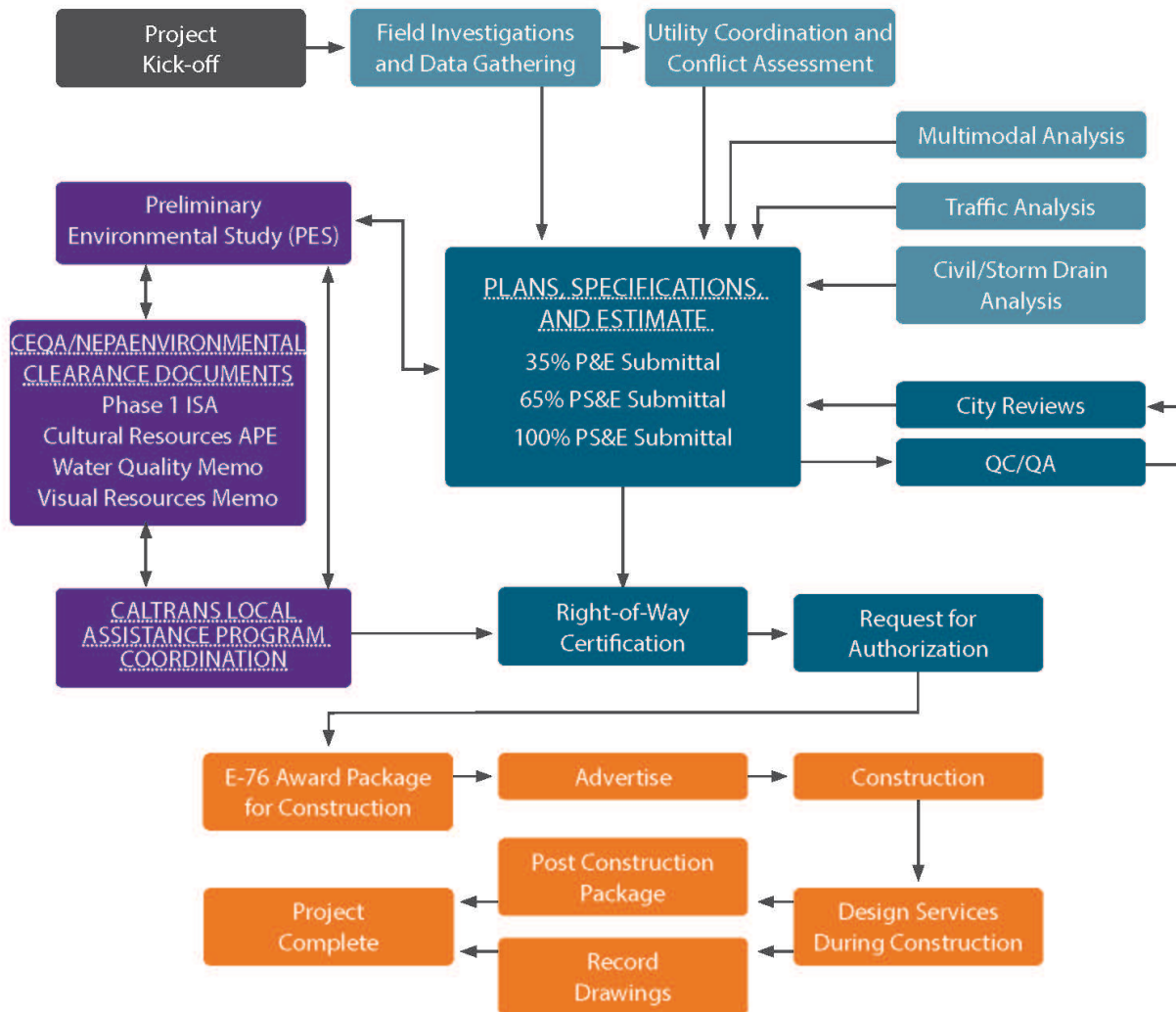
KIRSTEN SQUARCIA
City Clerk

Date _____

II. Project Approach

The Kimley-Horn team is ready to hit the ground running upon receiving Notice to Proceed for this project. We have the experience and capabilities under one roof to address the various environmental, design, and construction support tasks need to successfully deliver this project. As shown in our workflow diagram below, we understand the overall process, including interactions and sequences of the critical milestones and deliverables. Based on this approach, we have developed the following scope of services based on the RFP.

Workflow Diagram



Detailed Scope of Services

Task 1 – Project Management and Meetings

Immediately following receipt of Notice to Proceed, Kimley-Horn will schedule a project kick-off meeting with the City to discuss project objectives; schedule; Caltrans environmental documentation coordination; City and Consultant roles and responsibilities.



In addition, this task will include meetings for each submittal to discuss City comments:

- Background Research Design recommendations – one meeting
- 35% submittal - one meeting
- 65% submittal - one meeting
- Final submittal – up to two meetings

It is assumed that for each meeting, Kimley-Horn will prepare meeting materials and agenda as well as meeting notes capturing action items and key next steps.

Other elements of this task include general project management and coordination, including management of project staff, schedule, and project accounting. Monthly project invoices will be prepared and submitted. This task assumes a project design duration of up to 12 months, and bidding/construction duration of up to 26 months.

Task 1 Deliverables:

- *Initial project schedule and monthly schedule updates*
- *Monthly progress reports and invoices*
- *Meeting agenda/notes*

Task 2 – Background Research and Basemapping

Under this task, Kimley-Horn will review readily-available relevant project information necessary for project design. It is assumed that the City will provide the following information:

- Topographic survey mapped to City standards and monuments
- Right-of-way information
- “As-built” record drawings the De Anza/McClellan traffic signal, local roadway improvements, and storm drain system
- Existing traffic signal timing sheet
- Traffic volumes (vehicular, truck, and pedestrian) and prevailing speed
- Collision records

After review of City-provided documentation, Kimley-Horn will conduct a field review of the project area to check the existing infrastructure information provided by the City and record observed existing conditions. During the field review, Kimley-Horn will evaluate the following:

- Driveway locations and visibility of vehicle movements
- Transit routes, stop locations and potential relocations
- Traffic signal infrastructure, conduit and pull box infrastructure, and locations for pedestrian/bicycle improvements
- Placement and visibility of vehicle and pedestrian signal heads
- Placement catch basins and potential relocations/upgrades to current City and State standards
- Placement and condition of existing signage (including warning signs and flashers) and conformance to current City and State standards
- Conformance of existing ramps with current City and State ADA standards



Upon completion of the field review, Kimley-Horn will create a base map of the project corridor. Kimley-Horn will prepare the base map using existing survey information supplemented with high-resolution, orthogonally rectified aerials retrieved from Nearmap PhotoMaps (TM). The base mapping will be reviewed and supplemented based on field observations and utility records (utility records to be compiled as part of Task 4.)

Kimley-Horn will prepare technical memorandum summarizing the existing conditions and develop a concept level horizontal layout of the new traffic signal and curb line locations to illustrate constraints and considerations to be included in design. The technical memorandum will include recommendations for design of intersection and roadway improvements conforming with current City and State standards. Upon receipt of one set of non-conflicting comments from the City, Kimley-Horn will prepare a Final Technical Memorandum that will be used as the basis of the design.

Task 2 Deliverables:

- *Field investigation notes/photos*
- *Project basemap*
- *Technical memorandum – DRAFT and FINAL (.pdf)*

Task 3 – Environmental Services

The Project Construction is federally funded, and environmental documentation will be required for CEQA and NEPA compliance. Based on our understanding and experience with similar bikeway and traffic signal improvement projects, this project would be subject to a Categorical Exemption for CEQA per Public Resource Code 15301 Existing Facilities and 15304 Minor Alterations to Land, and a Categorical Exclusion for NEPA per 23 CFR 771.117(c)(3). The City would be the CEQA lead and Caltrans a responsible agency. Caltrans would be the lead agency for NEPA. Given the project would be subject to Local Assistance Procedures Manual (LAPM) and relevant Local Assistance Program Guidelines (LAPG), Caltrans will require a Preliminary Environmental Study, followed by a few limited technical studies to substantiate NEPA, and then Caltrans District 4 LAPM staff will issue NEPA clearance. We have prepared our scope to achieve CEQA and NEPA clearance and related steps as well as for submittals to Caltrans to meet LAPM and LAPG requirements. Environmental services consist of the following tasks:

- **CEQA:** Kimley-Horn will prepare a Notice of Exemption (NOE) form and memo for the proposed project. The City will be the lead agency for the NOE and Caltrans is a responsible agency. The form and memo will be provided to the City for review. This scope includes one round of revisions on the NOE form and memo. Kimley-Horn will coordinate with the City to file the NOE with the State Clearinghouse and County Clerk.
- **PES:** Environmental issues that may require further detailed study will be documented in the PES for City/Caltrans concurrence prior to initiating technical studies for NEPA clearance. Kimley-Horn will draft a PES Form for City review. Kimley-Horn will complete one round of revisions to address City comments on the PES Form which will then be submitted to Caltrans for review. The PES submittal to Caltrans will include the PES form (LAPM Exhibit 6A Section A) with required attachments per LAPM requirements, a field review request form (Exhibit 7B) and roadway data sheet (Exhibit 7C). Kimley-Horn staff will attend a field review with Caltrans and the City to review the project and take



comments on the PES Form. Following the field review, Caltrans will issue a signed 6A form which will confirm technical studies required for NEPA clearance.

- **Phase 1 ESA:** The southeast corner was part of the existing gas station (before being acquired by the City). Kimley-Horn will prepare a Phase I Initial Site Assessment (ISA) Checklist and attached Hazardous Materials Memorandum (Memorandum) for the project. The ISA Checklist and Memorandum will be prepared to support the CEQA and NEPA environmental clearances per signed PES form.

Kimley-Horn will document the existing hazards and hazardous materials conditions at the project site via regulatory database research and site reconnaissance. Kimley-Horn will review Federal, tribal, State, and local agency records regarding known hazardous material sites/handlers. Identified regulatory sites, within the project boundaries, will be listed within a technical memorandum. Kimley-Horn will utilize the industry's standard database provider, Environmental Data Resources, Inc. (EDR), in order to obtain the regulatory database information. Kimley-Horn will prepare a memorandum that discusses the EDR database report and identifies the potential of environmental conditions within the project site as a result of the reported regulatory properties both on- and off-site, if any.

Kimley-Horn will perform a site visit, which will consist of a visual examination of the project site for visual evidence of potential environmental concerns, as outlined in the ISA Checklist and the Caltrans SER. No subsurface investigations would occur for this ISA Checklist and Memorandum. Kimley-Horn will document the findings within the ISA Checklist. Should Caltrans review the PES and require additional analysis, Kimley-Horn can provide this analysis under a separate scope of work and fee.

- **NEPA Technical Studies:** Next, Kimley-Horn will prepare technical studies in conformance with NEPA, pertinent Federal Highway Administration (FHWA) regulations, and Caltrans' Standard Environmental Reference (SER). While exact technical studies are confirmed at the field review, we have anticipated the studies that would be required based on our review of the project area and our experience with similar projects and Caltrans District 4 LAPM staff. Should Caltrans require additional technical analysis beyond this scope, Kimley-Horn can provide the additional analysis under a separate scope of work and fee.
 - *Cultural Resources:* Caltrans, as lead agency under the delegated authority of the FHWA, is expected to request a Phase 1 Archaeological Survey Report (ASR) and a Historic Property Survey Report (HPSR) for the project Area of Potential Effect (APE). To complete these studies, our subconsultant, **Archaeological/Historical Consultants (A/HC)** will work Kimley-Horn to prepare an APE map, and Archaeological Survey Report (ASR) following the guidelines of the Caltrans Standard Environmental Reference (SER) Volume 2, Exhibit 5.1, and a Historic Properties Survey Report (HPSR) following Caltrans SER Volume 2, Exhibit 2.6. An archival records search will be completed for the project area. Native American tribal contacts on the AB52 list will be contacted and invited to consult on the project. Consultation would occur in accordance



with Caltrans' District 4 office most recent template. The ASR will be conducted on foot to inspect the APE for cultural evidence. If necessary, standard DPR 523 forms will be completed and included in the ASR.

- *Hazardous Materials*: Phase I Initial Site Assessment (ISA) - A portion of the project would be constructed on property acquired from an existing gas station. The property contains a closed underground storage tank clean-up site. Given the known presence of hazardous materials in the project vicinity, Kimley-Horn would prepare a Phase I Initial Site Assessment consistent with Caltrans requirements. The task will be consistent with ASTM E 1527-13, 8.0, and will consist of the following: records review including a review of readily available databases on institutional and engineering (IC/EC) controls and Activity Use Limitations (AULs), title search and judicial records, Aerial Photograph review, review of local city directories and historical maps; a site reconnaissance consistent with ASTM E 1527-13, 9.0 and limited to one field visit and no collection or sample analysis would occur; interviews consistent with ASTM E 1527-13, 10.5.2.3 and 10.5.4; and Report preparation.
- *Water Quality Memo*: Anticipated impacts to water quality would be limited to impacts during construction. A brief (1-2 page) water quality memo would be prepared to address water quality during construction.
- *Visual Resources Memo*: A Visual Impact Assessment questionnaire would be completed as part of the PES process. A brief visual memo would be prepared to discuss the proposed project and substantiate that visual impacts would not be substantial

For each of the above technical studies, Kimley-Horn assumes one round of consolidated edits would be addressed from the City and another round of consolidated edits from Caltrans would be assumed to prepare the final technical studies.

Request for Authorization Package:

Kimley-Horn will prepare a Request for Authorization (RFA) package to request an E-76 authorization to proceed with construction. Kimley-Horn will prepare a package that includes the following LAPM exhibits:

- Copy of Caltrans NEPA Clearance, Exhibit 6E
- Exhibit 13B
- Exhibit 14D
- Exhibit 3A - with engineers' opinion of probable cost incorporated
- Exhibit 9D
- Exhibit 12C
- Exhibit 12F
- Exhibit 15A
- 100% electronic signed/stamped PS&E

Prior to submitting the RFA package, NEPA clearance and Right-of-Way (ROW) certification must be obtained. NEPA clearance would be completed as described above in this task. ROW certification would be completed following NEPA clearance and in parallel with the Utility Coordination task. The ROW certification package includes submittal of 13B and 14D forms to Caltrans for review and approval. This scope assumes that utility adjustments would be limited



to manhole cover adjustments. If a high risk facility would be affected by the project or other utility relocation would be required, Kimley-Horn can complete the additional forms and utility coordination required for ROW certification for additional scope and fee.

Once ROW certification is obtained, a draft package would be provided to the City for review. Kimley-Horn would address one round of consolidated City comments and then submit the draft package to Caltrans District 4 Local Assistance Engineer (DLAE) for review. This scope includes up to two calls with the City and Caltrans to address questions on the package in order for Caltrans to issue the RFA.

Award Package:

Kimley-Horn will support the City in completing the award package to help meet LAPM requirements (Chapter 15 of the LAPM). Kimley-Horn will work with the City to prepare the award package within 30 days of contract award and before the first invoice from construction is submitted. The award package will include the following forms:

- Resident Engineer's Construction Contract Administration Checklist (Exhibit 15-B)
- Construction Contract DBE Commitment (Exhibit 15-G1)
- Contract Award Checklist (Exhibit 15-L)
- Detail Estimate (Exhibit 15-M)
- Finance Letter based on Detail Estimate (Exhibit 3-O)

A draft of the award package and report of expenditures will be provided to the City for review. One round of consolidated comments will be addressed before submittal to Caltrans.

Post Construction Package:

Once the City notifies Kimley-Horn project construction is complete and the project is closed out, Kimley-Horn will work with the City to submit a Report of Expenditures by the required deadline (within six months of project completion). Kimley-Horn will work with the City to obtain the necessary documentation regarding inspection, invoicing, liquidated damages, and change order forms to support preparation of the Report of Expenditures. The Report of Expenditures will include the following:

- Cover Letter and Expenditures Checklist (Exhibit 17-A)
- Final Inspection Form (Exhibit 17-C)
- Final Invoice (in Exhibit 17-D format and consistent with Exhibit 15-M)
- Resubmittal of Detail Estimate submitted with award package, marked as final (Exhibit 15-M)
- Change order summary (Exhibit 17-E) with required information on liquidated damages, claims, and date of acceptance
- Report on Utilization of DBE (Exhibit 17-F)
- DBE certification status change (Exhibit 17-O) or statement of no change to DBE status
- Materials Certificate (Exhibit 17-G)

A draft of Report of Expenditures will be provided to the City for review. One round of consolidated comments will be addressed before submittal to Caltrans for review and approval.

Deliverables:

All deliverables are assumed to be electronic.

- Draft and Final Notice of Exemption and CEQA Categorical Exemption Memo



- Draft and Final Preliminary Environmental Study (PES)
- Draft and Final Area of Potential Effect (APE)
- Draft and Final Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR)
- Draft and Final Phase I Initial Site Assessment (Hazardous Materials memo)
- Draft and Final Water Quality Memo
- Draft and Final Visual Memo
- Draft and Final RFA Package per Chapters 3, and 12-14 of LAPM (One (1) Digital Copy)
- Draft and Final Award Package per Chapter 15 Of the LAPM (One (1) Digital Copy)
- Draft and Final Post Construction Package per Chapter 17 of the LAPM (One (1) Digital Copy)

Task 4 – Utility Coordination

Under this task, Kimley-Horn will submit utility request letters to utility companies with potential facilities in the project vicinity. These utilities will typically consist of PG&E, television, cable, and municipal utilities such as water, storm drain, and sanitary sewer. It is assumed that the City will provide a list of contact information for utility company representatives (up to 6) within the project area.

Based on the information provided by utility companies, Kimley-Horn will identify potential utility conflicts based on the proposed intersection improvements. Kimley-Horn will coordinate with utility owners to located designed improvements to minimize impact to existing utilities and to facilitate utility relocations. Up to six meetings are included in this scope of services.

Under this task, Kimley-Horn will also coordinate with the Fire Department and Waste Collection for review of proposed improvements. Kimley-Horn will obtain truck turning template and clearance requirements from these agencies and prepare truck turning exhibits.

Task 4 Deliverables:

- *Utility request letters*
- *Fire truck and waste management truck turning movement exhibits*
- *Utility relocation letters and exhibits*

Task 5 – Plans, Specifications, and Estimate

Improvements for De Anza Boulevard and McClellan Road/Pacifica Drive intersection are assumed to include the following:

- Widening of Pacifica Drive for installation of separated/Class IV bike lanes in City-acquired right-of-way on the southeast corner of the intersection.
- Sidewalk removal and reinstallation on southeast corner
- Modifying the existing traffic signal system including relocation and installation of traffic signal poles, and pedestrian controls.
- Updating base traffic signal parameters
- Reconstruction/upgrade of corner ramps
- Intersection restriping

It is assumed that existing traffic signal coordination plans along De Anza Boulevard will remain in operations. Based on the final intersection improvements, base signal timing parameters on



existing timing sheets will be marked up for implementation by the City. Preparation of signal coordination plans along De Anza Boulevard are not included in this scope of services.

Task 5.1 35% Design

Based on the design recommendations from Task 2, Kimley-Horn will prepare 35% plans and engineer's opinion of probable cost. We anticipate the plan set will consist of the following sheets:

- Cover Sheet (1 sheet)
- General Notes (1 sheet)
- Survey Control Sheet (1 sheet)
- Standard Details (2-4 sheets)
- Demolition Plan (1 sheet)
- Construction Plans (1 sheet)
- Construction Details and Profile (2 sheets)
- Utility Plan (1 sheet)
- Signing and Striping (1 sheets)
- Traffic Signal Plan and Equipment/Conductor Schedules (2 sheets)
- Total 13-15 sheets

The engineer's opinion of probable cost will be developed based on other similar project construction costs and bid results from the area.

Task 5.1 Deliverables:

- 35% plans in PDF format
- 35% opinion of probable construction cost in Microsoft Excel format

Task 5.2 65% Design

Kimley-Horn will organize a design review meeting to discuss comments on the 35% design. Based on City comments and direction, Kimley-Horn will advance the design drawings to a 65% design level. We will prepare a comment resolution matrix summarizing comments received on the 35% PS&E documents, along with the resolution for each comment. This matrix will be submitted with the 65% PS&E documents.

The 65% technical specifications will be developed using a City provided template of boilerplate and technical specifications. It is assumed that the City will be responsible for developing the front-end boilerplate specifications. Kimley-Horn will provide input to the City for project specific information including Description of Work, Type of Contractor's Licenses, Schedule of Bid Items, and Recommendations for Project Duration and Liquidated Damages.

Task 5.2 Deliverables:

- 65% plans in PDF format
- 65% opinion of probably construction costs in Microsoft Excel format
- 65% technical specifications in Microsoft Word format
- 35% comment resolution matrix in Microsoft Excel format

Task 5.3 100% Final Design



Upon completion of the 65% design review by the City, Kimley-Horn will organize a design review meeting to discuss comments. We will prepare a comment resolution matrix summarizing comments received on the 65% PS&E documents, along with the resolution for each comment. Based on City comments and direction, Kimley-Horn will advance the design drawings to a 100% design level.

The 100% plans will be submitted to the City as a checkprint. It is assumed that comments at this stage will be editorial in nature and any design changes at this point will be treated as additional services. The 100% plans and specifications will be signed and sealed by the State of California registered engineer responsible for the development of the documents.

In conjunction with the 100% design, Kimley-Horn will complete a traffic signal timing analysis to develop revised signal timing parameters corresponding to the revised intersection geometry and operations. Kimley-Horn will submit draft timing sheet recommendations and mark ups with the 100% (checkprint) PS&E documents. Based on City comments, Kimley-Horn will revise the traffic signal analysis and provide final timing sheet mark ups with the Final PS&E submittal.

Task 5.3 Deliverables:

- *100% plans in PDF format – check print and FINAL*
- *100% opinion of probable construction costs in Microsoft Excel format – check print and FINAL*
- *100% technical specifications in Microsoft Word format*
- *65% comment resolution matrix in Microsoft Excel format*
- *Traffic signal timing sheet mark-up-DRAFT and FINAL*

Task 6 – Design Support During Construction

Kimley-Horn will provide design support services on an as-needed basis during construction. Construction is anticipated to meet the following schedule:

- Project Advertise (Feb 2022)
- Contract Award (May 2022 – Aug 2022)
- Construction (September 2022 – August 2023)

Kimley-Horn will provide up to 70 hours of support services as requested by the City. Possible services include the following:

- Participate in pre-construction and field meetings to clarify design intent of construction documents
- Review contractor submittals
- Review change order requests and requests for substitutions
- Respond to City and Contractor RFIs regarding construction documents
- Prepare record drawings based on Contractor mark-ups

Upon completion of the construction of project improvements, Kimley-Horn will prepare as-built plans based on contractor markups.

Task 6 Deliverables:

- *Submittal review comments*



- RFI response
- Plan revisions
- Record Drawings

Optional Services

Services other than those set forth in the Scope of Services shall constitute additional services. These will be performed only with the City's written authorization and billed on a time-and-materials basis per the current rate schedule. These services may include the following:

- Surveying
- Traffic counts
- Right-of-way acquisition services
- Preparing PG&E new service application
- Preparing other environmental technical studies not identified in scope of services
- Additional meetings or submittals not identified in scope of services

Professional Fee

Kimley-Horn proposes to provide base professional services outlined in this scope of services on a **time-and-materials basis with a contract ceiling of \$319,050** (without optional services). This estimate of hours and cost for each task included in **Section IV, Cost Proposal**. This fee includes labor cost (including indirect expenses) and direct expenses (travel, meals, full-size plan reproduction, overnight mailing) incurred in performing these services. The table below breaks out the fee estimate by task. This information is provided as an estimate only, and Kimley-Horn reserves the right to adjust budgets between tasks while maintaining the total fee. Kimley Horn welcomes discussion regarding project assumptions to meet City's schedule and available budget.

Task	Deliverable/Meeting	Budget
1	Project Management and Meetings	\$26,960
2	Background Research, Base Mapping, Recommendations	\$31,830
3	Environmental Services	\$86,715
4	Utility Coordination	\$17,290
5	Plans, Specifications, and Estimate (35%, 65%, 100% Checkprint, 100% Final)	\$131,535
6	Design Services During Construction	\$16,320
	Rate Escalation (effective 7/1/21)	\$8,400
	Base Services Subtotal	\$ 319,050
	<i>Optional Services – Surveying</i>	\$26,780
	<i>Optional Services – Traffic Counts</i>	\$3,390



Assumptions

This scope of services is based on the following assumptions:

Design:

- No additional surveying or traffic counts are included in this scope of services. It is assumed that the surveying and counts from the City's Phase 2 will be used. (Additional surveying and traffic counts are included as an optional service.)
- No additional right-of-way will be acquired for this project.
- No public outreach or coordination is included in this scope of services.
- PG&E service application for new service is not required. Existing electrical service point for traffic signal can be reused with disconnect/reconnect coordination with PG&E.
- Preparation of signal coordination plans is not included in this scope of services. **Kimley-Horn** can provide signal timing analysis and traffic signal coordination plan development as additional services
- Existing drainage flow patterns will be maintained by project. Existing curb and gutter lines will remain except for southeast corner.

Environmental Services:

- Based on our current understanding and review of readily available data, the project would satisfy the definition for a CE for CEQA and a CE for NEPA. There do not appear to be exceptions to the exemptions or unusual circumstances that would require additional level of CEQA or NEPA review.
- Air – The project is exempt from further air quality conformity. Table 2 of 40 CFR 93.126 lists Bicycle and Pedestrian Facilities Projects and Pavement Resurfacing and/or Rehabilitation Projects, as exempt.
- Noise - The project is not a type I project as defined in 23 CFR 772.5(h) and does not have potential for adverse construction related noise impact thus noise technical studies are not anticipated to be required.
- Flooding - The project is not located within a FEMA flood zone per firmettes which cover the project area (06085C0208H and 06085C0209H) and therefore a floodplain technical analyses would not be required.
- Biological Resources - Due to the urban context and setting, lack of habitat impacts that would occur, and absence of suitable habitat for federal and state listed species in the project area, biological resource studies are not anticipated to be required.
- Aerially Deposited Lead - Given the type of work anticipated, excavated material could be kept in place and disposal of contaminated soil would not be required thus no aerially deposited lead (ADL) study is proposed.
- Cultural Resources – The properties outside of the right-of-way for the project are limited to 10495 and 10490 S. De Anza Boulevard. These properties appear to be exempt from evaluation per the Caltrans Section 106 Programmatic Agreement and a Historic Resources Evaluation Report is not expected to be necessary for this project. If cultural resources are discovered which may be impacted by the project and additional study is required to confirm the extent of the resource per Caltrans request, this may be provided for additional scope and fee.
- Forms required for ROW acquisition expenditures and major structures are not relevant to this project and therefore would not be required for the post construction package.

Exhibit A-A – SHELTER IN PLACE AND SOCIAL DISTANCING REQUIREMENTS

A. Health Laws Acknowledged. It is acknowledged that Consultant's/Contractor's ("Contractor") duty to comply with Laws, as defined in Section 13 of the Contract/Agreement ("Contract"), includes immediate compliance by Contractor and its subcontractors with the restrictions on travel and the Social Distancing Requirements set forth in the most recent health order issued by the County of Santa Clara Health Department in response to the COVID-19 pandemic, and any subsequent amendments or superseding orders thereto (the "Health Order"), and any other local, state, or federal laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws").

B. Health Order Compliance. Contractor shall comply with any restrictions on travel and social distancing requirements in the Health Order when performing work under this Contract. If a scope of work item, notice to proceed, or work order under this Contract specifies work that cannot be performed in compliance with the Health Order or other Health Laws, Contractor shall refrain from conducting the work and immediately inform the City.

C. Individuals at High Risk of Severe Illness. Nothing in this Contract shall be interpreted to require any person at high risk of severe illness from COVID-19 to leave their residence to perform work under the Contract. Contractor will inform the City if other arrangements for the work must be made, and City will do so, with no penalty to Contractor, although Contractor will not be compensated for work performed by the City or third parties. Information from the Center for Disease Control ("CDC") on "high risk" categories is available at the CDC's website at: <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/people-at-higher-risk.html>.

D. Health Order Requirements and Best Practices. Contractor will immediately undertake all appropriate measures to ensure compliance with the Social Distancing Requirements in the Health Order by all individuals performing work under this Contract, including Contractor's or any subcontractor's workers, employees, representatives, vendors, or suppliers (collectively, "workers"), and shall maintain these measures for as long as required by the Health Order or other Health Laws. As long as required by the operative Health Order or other Health Laws, these measures shall include, but are not limited to, the following:

1. Meetings/Site Access. Use electronic alternatives to in person meetings, e.g., conference calls, video-conferencing, etc., to the greatest extent possible. Limit access to any project site or any work area to workers who are necessary to perform in-person work. Require non-essential personnel to work from home to the extent possible. Avoid all non-essential travel.

2. Distancing. Where workers perform in-person work at a project site or a work area, prohibit workers from being less than six feet apart, unless and only to the extent that would compromise worker safety or violate safety Laws for specific operations. Prohibit handshaking or any physical contact among workers, with the sole and limited exception

of any physical contact required for worker safety or to comply with safety Laws.
Prohibit workers from sharing a vehicle.

E. Changed Requirements. It is understood and acknowledged that circumstances pertaining to the COVID-19 pandemic are evolving rapidly and that new local, state, or federal requirements may modify the requirements under this Exhibit. Contractor agrees to work cooperatively with the City to implement new or changed requirements as quickly as possible.

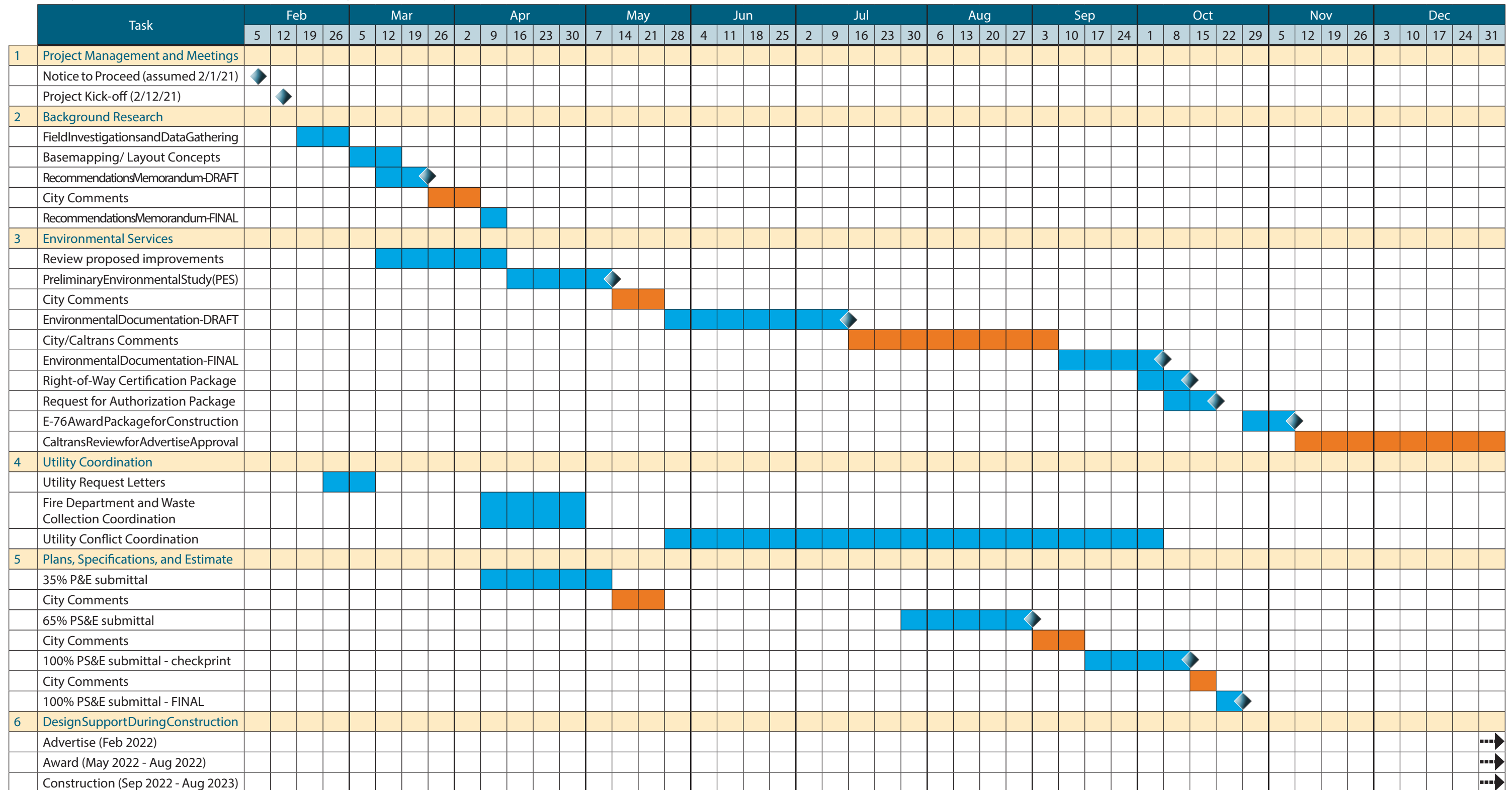
F. Subcontracts. Contractor shall include the terms of this Exhibit in all subcontracts and require any agents, subcontractors, or subconsultants to comply with its provisions.

1229192.7



Project Schedule

Kimley-Horn is prepared to begin work immediately upon receiving a Notice-to-proceed (NTP). A proposed schedule is attached with an assumed NTP date of 2/1/21.



◆ Meetings/Submittals ■ Kimley-Horn ■ City Review



IV. Cost Proposal

This Cost Proposal reflects our approach to performing our proposed scope of services. Kimley-Horn welcomes discussion regarding project assumptions to meet City's schedule and available budget.

Task #	Tasks								ODCs		Total
		Sr Professional II	Sr Professional I	Professional I	Analyst	Sr Project Support	Project Support	Total Hours	Total Labor Costs	Other Direct Costs	
		\$285	\$245	\$170	\$135	\$140	\$105				
1	Project Management and meetings	64	0	24	16	8	12	124	\$26,860	\$100	\$26,960
	General Project Management and Coordination	36				4					
	Progress Reports and Invoices	12				4	12				
	Kickoff Meeting	8		8	4					\$50	
	Background Research - Draft Recommendations	2		4							
	35% Submittal Meeting (1)	2		4	4						
	65% Submittal Meeting (1)	2		4	4						
	Final Submittal Meetings (2)	2		4	4					\$50	
2	Background Research and Basemapping	14	36	40	78	2	12	182	\$31,680	\$150	\$31,830
	Data Collection		8	8	8		8				
	Field Investigation		16		20					\$150	
	Basemapping	2		4	10	2	4				
	10% Design Layout Alternatives	2		4	20						
	Technical Memorandum - Draft Recommendations	8	8	16	12						
	Technical Memorandum - Final Recommendations	2	4	8	8						
3	Environmental Services	82	153	28	90	0	10	363	\$78,815	7900	\$86,715
	CEQA CE	6	1	1	8		2			\$50	
	Area of Potential Effect (APE)/ Archaeological Survey Report/Historic Properties Survey Report	2		2	6					\$7,800	
	Preliminary Environmental Study (PES)	10		1	24						
	Phase I ISA	8	32							\$50	
	Water Quality Memo	6			8						
	Visual Resources Memo	6	16								
	NEPA Documentation	4	10	10	20						
	RFA Package	22	14	4	24		2				
	Awards Package	10	30	4			2				
	Post Construction Package	8	50	6			4				
4	Utility Coordination	18	16	32		8	16	90	\$17,290	\$0	\$17,290
	Utility Research/Information Request Letters	2		4	16	4	8				
	Fire Department and Waste Collection coordination/exhibits	4	8	8	16		4				
	Utility Review and Coordination	12	8	20	40	4	4				
5.1	Plans, Specifications, and Estimate - 35% Design	11	22	40	92	0	4	169	\$28,165	\$0	\$28,165
	Traffic Signal Modifications Conceptual Plans		4	8	20						
	Multimodal/Civil Improvements Conceptual Plans		8	20	40						
	Conceptual Cost Estimate		8	8	16						
	Internal Review and QC	10									
	Address QC and submit	1	2	4	16		4				
5.2	Plans, Specifications, and Estimate - 65% Design	35	44	84	192	0	8	363	\$61,795	\$0	\$61,795
	Review City 35% Design comments	8	8		16		4				
	Traffic Signal Modifications Plans	4	8	16	40						
	Multimodal/Civil Improvements Plans	8	20	40	80						
	DRAFT Specifications and Estimate	4	4	20	16						
	Internal Review and QC	10				0					
	Address QC and submit	1	4	8	40		4				
5.3	Plans, Specifications, and Estimate - 100% Design	31	46	49	88	0	12	226	\$41,575	\$0	\$41,575
	Review City 65% Design comments	8	8		16		4				
	Traffic Signal Modifications Plans	4	8	4	20						
	Multimodal/Civil Improvements Plans	4	20	20	20						
	FINAL Specifications and Estimate		4	12	8						
	Internal Review and QC	10									
	Address QC and submit checkpoint	1	4	8	16		4				
	Address checkpoint comments and submit final bid package	4	2	5	8		4				
6	Design Support During Construction	8	32	24	8	0	8	80	\$16,120	\$200	\$16,320
	Meeting Attendance	4	16	8			2			\$150	
	Submittal Review/RFI responses	2	16	8			4				
	Record drawings	2		8	8		2			\$50	
	Rate Escalation (effective 7/1/21)								\$8,319		\$8,400
	Proposal Subtotal	263	349	321	564	18	82	1597	\$310,619	\$8,350	\$319,050
	Optional Services										
A	Surveying			8			4	12	\$1,780	\$25,000	\$26,780
B	Traffic Counts			4			2	6	\$890	\$2,500	\$3,390

EXHIBIT D
Insurance Requirements
Design Professionals & Consultants Contracts

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

INSURANCE POLICIES AND MINIMUMS REQUIRED

1. **Commercial General Liability** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
 - a. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
 - b. Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).
 - c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. **Automobile Liability:** ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.
✓ *Not required. Consultant has provided written verification of no employees.*
4. **Professional Liability** for professional acts, errors and omissions, as appropriate to Consultant's profession, with limits no less than **\$2,000,000** per occurrence or **\$2,000,000** aggregate. If written on a claims made form:
 - a. The Retroactive Date must be shown and must be before the Effective Date of the Contract.
 - b. Insurance must be maintained for at least five (5) years after completion of the Services.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

OTHER INSURANCE PROVISIONS

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

Additional Insured Status

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

Primary Coverage

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

Waiver of Subrogation

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

Acceptability of Insurers

Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

Verification of Coverage

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

Higher Insurance Limits

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

Adequacy of Coverage

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins. Co. NAIC # 19445 INSURER B : Aspen American Insurance Company 43460 INSURER C : New Hampshire Ins. Co. 23841 INSURER D : Lloyds of London 085202 INSURER E : INSURER F :
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	

COVERAGES**CERTIFICATE NUMBER: 20-21****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			5268169	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4489663	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CX005FT20	04/01/2020	04/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			015893685 (AOS) 015893686 (CA)	04/01/2020 04/01/2020	04/01/2021 04/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2004949	04/01/2020	04/01/2021	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

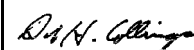
Re: Bollinger Road Corridor Safety Study; Adam Dankberg. The City of Cupertino, its City Council, officers, officials, employees, agents, servants & volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Cupertino
Marlon Aumentado
10300 Torre Avenue
Cupertino, CA 95014

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

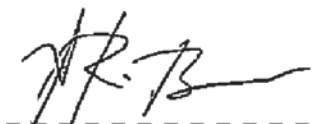
This endorsement, effective 12:01 AM 04/01/2020 forms a part of Policy No. 015893686

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.



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Kimley-Horn for De Anza Boulevard and McClellan Road/Pacifica Drive Intersection Modifications

Final Audit Report

2021-03-03

Created:	2021-03-03
By:	City of Cupertino (webmaster@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOcToJHDfxnWkyQoSI7_mIku7UtOTfG9

"Kimley-Horn for De Anza Boulevard and McClellan Road/Pacifica Drive Intersection Modifications" History

 Document created by City of Cupertino (webmaster@cupertino.org)

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 Document emailed to Julia Kinst (juliak@cupertino.org) for approval

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Approval Date: 2021-03-03 - 5:40:38 PM GMT - Time Source: server- IP address: 64.178.242.2

 Document emailed to Adam Dankberg (adam.dankberg@kimley-horn.com) for signature

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 Email viewed by Adam Dankberg (adam.dankberg@kimley-horn.com)

2021-03-03 - 7:05:41 PM GMT- IP address: 104.47.57.254

 Document e-signed by Adam Dankberg (adam.dankberg@kimley-horn.com)

Signature Date: 2021-03-03 - 7:06:41 PM GMT - Time Source: server- IP address: 67.188.20.41

 Agreement completed.

2021-03-03 - 7:06:41 PM GMT