CONTINUATION AND FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF SAN JOSE
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
WIDE & METROPOLITAN AREA NETWORK RE-DESIGN,
INSTALLATION, AND CONFIGURATION CONSULTANT SERVICES

THIS CONTINUATION and FIRST AMENDMENT TO THE AGREEMENT ("First Amendment") is made and entered into this __________ day of __________, 2011 by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY") and Kimley-Horn and Associates, Inc., a North Carolina corporation authorized to transact business in the State of California (hereinafter "CONSULTANT").

RECITALS

WHEREAS, on March 30, 2010, the CITY and CONSULTANT entered into an agreement entitled "AGREEMENT BETWEEN THE CITY OF SAN JOSÉ AND KIMLEY-HORN AND ASSOCIATES, INC. FOR WIDE & METROPOLITAN AREA NETWORK RE-DESIGN, INSTALLATION, AND CONFIGURATION CONSULTANT SERVICES" ("AGREEMENT"); and

WHEREAS, the term of the AGREEMENT has expired on June 30, 2011, and CITY and CONSULTANT now desire to continue and extend the term of AGREEMENT through June 30, 2012, modify the scope of services, amend the schedule of performance, modify the compensation rates to include an additional subconsultant, and add special provisions, with no increase in total compensation;

NOW, THEREFORE, THE CITY AND CONSULTANT AGREE TO CONTINUE AND AMEND THE AGREEMENT AS FOLLOWS:

SECTION 1. SECTION 1, entitled "SCOPE OF SERVICES" is amended to read as follows:
"CONSULTANT shall perform those services specified in detail in REVISED EXHIBIT B, entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein."

SECTION 2. SECTION 2, entitled "TERM OF AGREEMENT" is amended to read as follows:

"The term of this AGREEMENT shall be from the Effective Date and shall extend to June 30, 2012, inclusive, subject to the provisions of Section 12 of this AGREEMENT entitled "TERMINATION." The DIRECTOR is authorized to extend the June 30, 2012 termination date for up to 180 days so long as no other terms of this AGREEMENT are amended. No such extension is valid unless authorized in writing by the DIRECTOR, prior to the termination of the AGREEMENT. Any such authorization shall be attached to, and become part of this AGREEMENT."

SECTION 3. SECTION 3, entitled "SCHEDULE OF PERFORMANCE" is amended to read as follows:

"The services of CONSULTANT are to be completed according to the schedule set out in REVISED EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE" which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT."

SECTION 4. SECTION 20, entitled "CONFLICT OF INTEREST" is amended to read as follows:

"CONSULTANT shall avoid all conflicts of interest or appearances of conflicts of interest in performance of this AGREEMENT. As of the date of the Effective Date of this AGREEMENT, CONSULTANT's employees assigned to perform services as specified in REVISED EXHIBIT B, entitled "SCOPE OF SERVICES," of this AGREEMENT ("CONSULTANT's Assigned Employees) shall not be required to file an Assuming Office Disclosure Statement of Economic Interests (Form 700) with CITY's Clerk. In the event that the CITY subsequently determines to require CONSULTANT's Assigned Employees to complete and file a Form 700 with CITY's Clerk, CITY will notify CONSULTANT in writing of such requirement, including without limitation, instructions regarding the categories of economic interests subject to disclosure on the Form 700 ("Form 700 notice"). CONSULTANT shall cause CONSULTANT's Assigned Employees to complete and file the Form 700 with CITY's Clerk and to submit a copy to the CITY representative outlined under SECTION 24 of this AGREEMENT, in accordance with the instructions specified in the Form 700, no later than thirty (30) days of the date of the Form 700 Notice."

SECTION 5. Section 26, entitled "Disadvantaged Business Enterprise (DBE)" is amended to read as follows:
"CONSULTANT shall complete and submit a copy of "Local Agency Proposer DBE Information (Consultant Contract)" and "Local Agency Proposer UDBE Commitment (Consultant Contract)" forms to the City within three (3) calendar days of the Effective Date.

CONSULTANT shall within seven (7) calendar days of the Effective Date, complete and submit a "Final Report - Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" form that provides a summary of the DBE final utilization; including showing total dollars paid to each DBE subconsultant. Form to be provided by CITY."

SECTION 6. EXHIBIT B, entitled "SCOPE OF SERVICES," is amended to read as set forth in the REVISED EXHIBIT B, attached hereto and incorporated into this First Amendment.

SECTION 7. EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE," is amended to read as set forth in the REVISED EXHIBIT C, attached hereto and incorporated into this First Amendment.

SECTION 8. EXHIBIT D, entitled "COMPENSATION," is amended to read as set forth in the REVISED EXHIBIT D, attached hereto and incorporated into this First Amendment.

SECTION 9. EXHIBIT H, entitled "DISADVANTAGED BUSINESS ENTERPRISE (DBE)," is amended to read as set forth in the REVISED EXHIBIT H, attached hereto and incorporated into this First Amendment.

SECTION 10. EXHIBIT I, entitled "SPECIAL PROVISIONS" is amended to read as set forth in the REVISED EXHIBIT I, attached hereto and incorporated into this First Amendment.

SECTION 11. All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.
WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

APPROVED AS TO FORM:

JOHNNY V. PHAN
Deputy City Attorney

"CITY"
CITY OF SAN JOSÉ,
a municipal corporation

By
DENNIS D. HAWKINS, CMC
City Clerk

"CONSULTANT"
Kimley Horn and Associates, Inc.,
a North Carolina Corporation

By
RANDALL R. DURRENBERGER
Vice President

Address:
1300 Clay Street, Suite 325
Oakland, CA 94612
Tel: (510) 625-0712
Email: randy.durrenberger@kimley-horn.com
REVISED EXHIBIT B
SCOPE OF SERVICES

I. General Description of Services

CONSULTANT shall re-design and implement the Silicon Valley – Intelligent Transportation System Wide Area Network (SV-ITS WAN) and provide consultation services including network validation and recommendations for the design and implementation of the San José Metropolitan Area Network (DOT-MAN) (hereinafter collectively referred to as "PROJECT"). CONSULTANT shall perform these services as set forth herein.

II. General Performance Requirements

A. The performance of all services by CONSULTANT shall be to the satisfaction of the CITY, in accordance with the express terms hereof, including but not limited to the terms set out in detail in this scope of services and the standard of care provisions contained in this AGREEMENT.

B. CITY shall manage the design of the PROJECT and this AGREEMENT. CONSULTANT shall receive final direction from CITY only. CITY shall resolve any conflicting direction from other groups, departments or agencies involved with this AGREEMENT.

C. CONSULTANT shall coordinate this scope of all services noted in this AGREEMENT with CITY as well as with other CITY consultants and contractors, as needed or as directed by CITY.

D. CONSULTANT shall prepare and provide a meeting agenda to CITY at least twenty-four (24) hours in advance of all meetings.

E. CONSULTANT shall prepare meeting minutes for all PROJECT meetings during the design phase under the scope of work. Meeting minutes shall contain a summary of decisions, action items and thumbnail sketches of schemes. All minutes of meetings are due to the CITY within five (5) working days after the meeting. CONSULTANT shall provide copies of such documentation to the CITY, and as directed by CITY, to other appropriate agencies and entities. CONSULTANT shall coordinate all responses to comments through CITY.

F. CONSULTANT shall prepare at the beginning of the PROJECT a meeting milestone schedule for CITY to approve before commencing work. The schedule shall identify milestone dates, and decisions and directions required of CITY to be provided to CONSULTANT to complete the PROJECT prior to the expiration of this AGREEMENT.
G. CONSULTANT shall designate and provide to CITY the names of its team members for the PROJECT and not substitute any team members without prior written approval of CITY.

H. CONSULTANT services shall be performed as expeditiously as is consistent with professional skill and care and the orderly process of the work. The schedule for the performance is included in REVISED EXHIBIT C, and may only be adjusted upon City’s written approval.

I. CONSULTANT shall assist CITY, in connection with CITY’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over certain parts of the PROJECT.

J. CONSULTANT shall consider the value of alternative equipment, devices, and software together with other considerations based on program and budget, in developing or providing consultation for the design for the PROJECT.

K. CONSULTANT shall not proceed to the next task until CITY has provided written approval to proceed.

III. SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

1.1 Project Coordination and Management

CONSULTANT shall conduct bi-weekly meetings (or conference calls) with CITY to monitor the progress of the PROJECT.

Deliverable: Bi-Weekly Project Coordination and Management Meeting Minutes

1.2 Document Meeting Minutes, Issues, and Agreements

Within five (5) calendar days of every meeting with CITY and/or SV-ITS partner transportation and IT representatives from the cities of Campbell, Cupertino, Fremont, Milpitas, and Santa Clara; Town of Los Gatos; County of Santa Clara, Valley Transportation Authority (VTA), and Caltrans (hereinafter, “SV-ITS WAN PROJECT STAKEHOLDERS”), CONSULTANT shall prepare and submit the Draft “Meeting Minutes” in electronic format to all meeting participants.
CONSULTANT shall allow meeting participants five (5) working days after Draft Meeting Minutes distribution to submit comments on the Draft Meeting Minutes. CONSULTANT shall address all comments submitted and shall prepare and submit the Final Meeting Minutes in electronic format to all meeting participants within two (2) working days of receiving all comments.

The Final Meeting Minutes shall memorialize all meeting attendees, project related discussions, issues, and agreements which occurred during the meetings.

1.3 Project Documentation

CONSULTANT shall provide monthly, written status reports to CITY. Each status report shall contain a detailed monthly expenditure report along with copies of all invoices and receipts for each item listed and/or purchased.

The report shall include a "Task Status" page indicating the percentage completed, and a "Project Issues Page" or action list to highlight any issues that may prevent the timely completion of project milestones.

For the duration of the PROJECT, formal communications between CITY staff and CONSULTANT shall be documented in the project log to be maintained by CONSULTANT.

The Project log shall document all tasks undertaken towards the completion of the PROJECT.

The log shall be available for review by CITY at any time.

**TASK 2  CONDUCT KICK-OFF AND PRELIMINARY MEETINGS**

2.1 Conduct Project Kick-off Meeting

CONSULTANT shall meet with CITY to review the overall PROJECT goals and objectives, the PROJECT work plan, the PROJECT schedule, deliverables, meeting dates, and CONSULTANT and CITY's responsibilities, and the project management protocol.

**Deliverable:** Draft "Project Kick-off Meeting" Minutes
Final "Project Kick-off Meeting" Minutes
2.2 Conduct Preliminary SV-ITS WAN Meeting

CONSULTANT shall meet with CITY and all SV-ITS WAN PROJECT STAKEHOLDERS to discuss the objective of the SV-ITS WAN network re-design and implementation. This meeting will serve to identify and address concerns SV-ITS WAN PROJECT STAKEHOLDERS may have on any aspect of the PROJECT, i.e., security concerns, proposed strategies, solution options, and similar type of issues.

*Deliverable:* Draft "Preliminary SV-ITS WAN Meeting" Minutes
Final "Preliminary SV-ITS WAN Meeting" Minutes

2.3 Conduct Preliminary DOT-MAN Meeting

CONSULTANT shall meet with CITY to discuss the objective of the DOT-MAN Consultation Project. This meeting will serve to identify and address concerns CITY may have on any aspect of the PROJECT, i.e., schedule, design, network security, etc.

*Deliverable:* Draft "Preliminary DOT-MAN Meeting" Minutes
Final "Preliminary DOT-MAN Meeting" Minutes

**TASK 3 GATHER REQUIRED DOT-MAN NETWORK INFORMATION**

3.1 Onsite Review of Existing DOT-MAN Network Systems

CONSULTANT shall make on-site visits to the CITY. CONSULTANT shall review the existing network communications system and devices and meet with CITY to discuss the DOT-MAN design. The on-site visits shall be used as a fact-finding activity to gain an understanding of the CITY's network and the DOT-MAN design.

CONSULTANT shall gather all information necessary to provide consultation on the DOT-MAN design (e.g. logical and physical network diagrams, current and proposed routing protocols, and current IP address space used). CONSULTANT will take the lead on this at the direction of CITY. CONSULTANT shall document all gathered information in the DOT-MAN Systems Summary Report.

*Deliverable:* DOT-MAN Systems Summary Report
TASK 4 DEVELOP CONCEPTUAL WIRELESS DOT-MAN DESIGN

4.1 Design Assistance for DOT-MAN 3GPP Mobile Broadband Wireless Connection

CONSULTANT shall meet with the CITY to provide consultation in the development of subscription equipment specifications to connect remote traffic signal equipment and traffic surveillance video via the CITY's proposed upgraded 3GPP mobile broadband wireless system to the DOT-MAN. CONSULTANT shall also provide consultation in the development of the design for connecting high bandwidth applications to the 3GPP mobile broadband wireless system.

*Deliverable:* DOT-MAN 3GPP Mobile Broadband Wireless Connection Design Consultation Meeting

4.2 Develop Downtown Conceptual Wireless Design for DOT-MAN

CONSULTANT shall provide consultation in the development of a high level conceptual design to connect Downtown transportation infrastructure, such as parking meters and portable dynamic message signs, via wireless connections to the DOT-MAN in the area outlined in Figure B-1, "DOT-MAN Future Downtown Wireless Area."

*Deliverable:* DOT-MAN Downtown Conceptual Wireless Design Consultation Meeting

TASK 5 GATHER REQUIRED SV-ITS WAN NETWORK INFORMATION

5.1 Onsite Review of Existing SV-ITS WAN Network Systems

CONSULTANT shall make on-site visits with CITY to the following sites: Cities of Campbell, Cupertino, Fremont, Milpitas, San José, Santa Clara, and Santa Clara County. CONSULTANT shall review existing networking communication systems and devices for these cities. The on-site visits shall be used as a fact-finding activity and evaluate the available space, power, connections, and hardware mounting available at each site.

CONSULTANT shall gather all information necessary to redesign the SV-ITS WAN (e.g. logical and physical network diagrams, current and proposed routing protocols, and current IP address space used). CONSULTANT shall take the lead on this at the direction of CITY. CONSULTANT shall document gathered information in the SV-ITS WAN Systems Summary Report.
TASK 6 DEVELOP SV-ITS WAN CONCEPTUAL DESIGN

6.1 Develop Conceptual Design

Based on the findings of Task 5, “Gather Required SV-ITS WAN Network Information” and expanding upon the project description under Attachment A, “SV-ITS WAN Diagram & Project Description,” CONSULTANT shall develop a Concept of Operations and System Requirements document that details the stakeholders needs and constraints, and the system requirements commensurate with a project of similar size and nature.

CONSULTANT shall identify and address potential issues and impacts based on the on-site reviews performed in Task 5, “Gather Required SV-ITS WAN Network Information”, and impacts the PROJECT may have on each individual SV-ITS WAN PROJECT STAKEHOLDER network. A list of Potential SV-ITS WAN Upgrade Implementation Issues and Impacts shall be included in the Concept of Operations/System Requirements document.

CONSULTANT shall incorporate any comments provided by CITY and SV-ITS PROJECT STAKEHOLDERS during review of the draft document and during the meeting indicated in Task 6.2 “Review SV-ITS WAN Conceptual Design” into the Concept of Operations and System Requirements Document.

CONSULTANT shall develop a conceptual design of the SV-ITS WAN based on the final Concept of Operations/System Requirements document. The design shall be prepared in Microsoft Visio and will show a diagram layout of the networks.

CONSULTANT shall develop a SV-ITS WAN security plan that documents the security measures and operational procedures/policies for SV-ITS WAN PROJECT STAKEHOLDERS that will protect the network from unauthorized external and internal access.

Deliverable: SV-ITS WAN Concept of Operations and System Requirements Document
SV-ITS WAN Conceptual Design Diagram
SV-ITS WAN Security Plan
6.2 Review SV-ITS WAN Conceptual Design

CONSULTANT shall meet with CITY and the SV-ITS WAN PROJECT STAKEHOLDERS to review the proposed conceptual SV-ITS WAN design, and address any issues CITY and the SV-ITS WAN PROJECT STAKEHOLDERS may have. Technical consideration and issues shall also be reviewed with the participants, e.g., existing equipment, power equipment, battery backup, and similar type of issues.

*Deliverable:* Draft and Final “SV-ITS WAN Conceptual Design Review Meeting” Minutes

**TASK 7 RECOMMEND A DOT-MAN NETWORK MANAGEMENT SYSTEM**

7.1 Recommend a Network Management System for the DOT-MAN

CONSULTANT shall provide a comparative and cost analysis of available Network Management System (NMS) software packages. The NMS Comparative Analysis shall include a recommendation for the NMS package that best meets the needs of the DOT-MAN managers. The NMS will allow DOT-MAN managers to obtain feedback from systems on their operation and performance and provide alarm notification when problems occur. The NMS will also provide additional tools that include: physical & logical views of the DOT-MAN, performance management reporting, fault management, configuration management, data collection, and device discovery processes.

*Deliverable:* Network Management System Comparative Analysis

**TASK 8 VALIDATE DOT-MAN DESIGN**

8.1 Review and Validate DOT-MAN Design

CONSULTANT shall review, validate, and provide recommendations on the design of the DOT-MAN detailed in the DOT-MAN Network Systems Summary Report, addressing items that include but not limited to physical and logical network topology, hardware selection, physical and network security, performance, quality of services, scalability, and integration with existing City network. The performance analysis shall include the most efficient implementation of Internet Group Management Protocol (IGMP) for IP multicasting in the current DOT-MAN design. The security analysis shall identify any potential network security risks of using IGMP for IP multicasting for the DOT-MAN. CONSULTANT shall provide recommendations to address any potential deficiency in the current DOT-MAN design.
CONSULTANT shall provide Draft DOT-MAN Validation Report to CITY for review and comment.

CONSULTANT shall meet with CITY to review and discuss comments on the Draft DOT-MAN Validation Report.

CONSULTANT shall develop Final DOT-MAN Validation Report that addresses any comments provided by the CITY.

**Deliverable:** Draft and Final DOT-MAN Validation Report
DOT-MAN Validation Report Review Meeting

**TASK 9 DEVELOP DETAILED DESIGNS AND OPERATIONS AND MAINTENANCE PLAN**

**9.1 Develop Detailed SV-ITS WAN Design**

CONSULTANT shall develop a detailed network design and Network Equipment List that will allow easy integration between each SV-ITS WAN PROJECT STAKEHOLDERS' network and Caltrans District 4 SONET network. This task will draw upon the comments received in TASK 6, "DEVELOP SV-ITS WAN CONCEPTUAL DESIGN", to finalize the network design.

The Detailed Network Equipment List shall include the IP Address scheme, a detailed specification of all equipment to be procured by the CITY, installation locations, and estimated prices.

CONSULTANT shall provide Draft Detailed SV-ITS WAN Design and Detailed Network Equipment List to CITY and SV-ITS WAN PROJECT STAKEHOLDERS for review, and comment.

CONSULTANT shall develop Final Detailed SV-ITS WAN Design and Detailed Network Equipment List that addresses any comments provided by CITY and SV-ITS WAN PROJECT STAKEHOLDERS.

**Deliverable:** Draft and Final Detailed SV-ITS WAN Design
Draft and Final Detailed SV-ITS WAN Equipment List

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.
9.2 Revise Detailed DOT-MAN Design

If CITY has agreed to incorporate recommended network changes contained in the DOT-MAN Validation Report developed in Task 8, "VALIDATE DOT-MAN DESIGN," CONSULTANT shall revise the detailed network design to implement those recommendations. The designs shall be revised in Microsoft Visio and shall update the diagram layout of the network.

CONSULTANT shall develop Draft and Final Detailed DOT-MAN Equipment List, if requested by CITY.

*Deliverable:* Draft and Final Revised Detailed DOT-MAN Design (if necessary)
Draft and Final Detailed DOT-MAN Equipment List (if necessary)

9.3 SV-ITS WAN Operations and Maintenance Plan

CONSULTANT shall develop an Operations and Maintenance Plan that outlines the agreed upon SV-ITS WAN PROJECT STAKEHOLDER roles and responsibilities including the level of support to be provided by the stakeholder regarding staffing, performance monitoring and reporting, and process for handling identified issues. Configuration management plan shall be included that establishes the system baseline and establishes processes that manages changes to the baseline to ensure system performance and functionality are maintained with the design and operational requirements for the life of the system.

*Deliverables:* SV-ITS WAN Operations and Maintenance Plan

**TASK 10 STAGE SV-ITS WAN NETWORK DEVICES AND/OR EQUIPMENT**

10.1 STAGE SV-ITS WAN EQUIPMENT AT CONSULTANT'S OFFICES

CONSULTANT shall stage the CITY furnished equipment outlined in the deliverables "Detailed SV-ITS WAN Equipment List" at CONSULTANT’s office(s). This task includes configuration of the equipment, identification and replacement of defective equipment prior to deployment to the SV-ITS WAN PROJECT STAKEHOLDERS premises. All purchased equipment and associated software shall be drop-shipped to CONSULTANT's offices.

*Deliverable:* SV-ITS WAN Network Devices Verified
SV-ITS WAN Network Devices Pre-Configured
TASK 11 INSTALL & CONFIGURE NETWORK DEVICES

11.1 Install & Configure SV-ITS WAN Equipment

CONSULTANT shall install and configure CITY-furnished SV-ITS WAN equipment at each of the following agencies: City of Campbell, City of Cupertino, City of Fremont, City of Milpitas, City of San José, and County of Santa Clara at no cost to the agencies. CONSULTANT shall coordinate with each agency to mutually agree upon a date and time for the installation. CONSULTANT shall ensure all equipment documentation is retained for the Training Manual outlined under TASK 13, “Conduct Training Sessions.”

Deliverable: Installed & Configured Network Devices
SV-ITS WAN Equipment Configuration Documentation

11.2 Develop SV-ITS WAN Record Drawings

CONSULTANT shall develop SV-ITS WAN Record Drawings. The Record Drawings shall document the installation of the SV-ITS WAN Equipment and reflect any changes made between the Detailed SV-ITS WAN Design and implementation. CONSULTANT shall incorporate any equipment configuration changes resulting from Task 12 “Perform & Support Enterprise Network Testing” into the Record Drawings. The Record Drawings shall be submitted to the CITY for review and approval.

Deliverable: SV-ITS WAN Record Drawings/Documents

11.3 Support DOT-MAN Equipment Installation and Configuration

CONSULTANT shall assist and provide consultant services, as needed, when the CITY is configuring and installing DOT-MAN devices; such as Nortel routers, mobile broadband subscriber units, and other network switching devices.

11.4 Develop DOT-MAN Record Drawings

If CONSULTANT is required to develop a revised detailed network design to implement recommended network changes contained in the DOT-MAN Validation Report detailed in Task 8, “VALIDATE DOT-MAN DESIGN,” CONSULTANT shall develop DOT-MAN Record Drawings. The Record Drawings shall document the installation of the DOT-MAN Equipment and reflect any changes made between the Detailed DOT-MAN Design and implementation. The Record Drawings shall be submitted to CITY for review and approval.

Deliverable: DOT-MAN Record Drawings / Documents
TASK 12 PERFORM & SUPPORT ENTERPRISE NETWORK TESTING

12.1 Perform Enterprise Testing of the SV-ITS WAN

CONSULTANT shall develop a test plan for the SV-ITS WAN. Test scripts shall be produced and provided to each SV-ITS WAN PROJECT STAKEHOLDER for testing. CONSULTANT shall work with the SV-ITS WAN PROJECT STAKEHOLDERS during the testing of the SV-ITS WAN, address and resolve technical issues.

CONSULTANT shall document any equipment configuration changes in the Record Drawings detailed in Task 11.2, “Develop SV-ITS WAN Record Drawings.”

Deliverables: Enterprise SV-ITS WAN Testing Plan Document
Enterprise SV-ITS WAN Testing Report

12.2 Support Enterprise Testing of the DOT-MAN

CONSULTANT shall assist and provide support services when needed as CITY performs Enterprise Testing of the DOT-MAN.

TASK 13 CONDUCT TRAINING SESSIONS

13.1 Conduct Training Sessions for the SV-ITS WAN

CONSULTANT shall provide operation, administration, and maintenance training for CITY and all SV-ITS WAN PROJECT STAKEHOLDERS at CITY’s facility for two eight (8) hour days. It shall be comprehensive and cover all aspects of the operation, configuration, and troubleshooting for the equipment installed as part of this PROJECT.

Training shall include an explanation/documentation of the equipment setup and feature “hands-on” training.

CONSULTANT shall provide training manuals to the CITY and all SV-ITS WAN PROJECT STAKEHOLDERS in addition to all other documentation, such as “Installation and Operations” and “Maintenance” manuals.
CITY may elect to record these training sessions for PROJECT STAKEHOLDER’S sole use for future training purposes. The resulting recordings shall be the sole property of the CITY and for the sole use of CITY and PROJECT STAKEHOLDERS.

Deliverables: Two Eight (8) Hour Days of Training
Training Manuals

**TASK 14 SUPPLEMENTAL SERVICES**

When requested and authorized in advance in writing by CITY’S DIRECTOR or the DIRECTOR’s designee, CONSULTANT shall perform supplemental services in connection with and directly related to the PROJECT. Such services shall include only those services identified below, and as budget allows.

14.1 Additional preliminary meetings to understand and document SV-ITS MAN and DOT MAN objectives, and identify and address CITY concerns as described under TASK 2.
14.2 Additional rounds of SV-ITS WAN and DOT-MAN network design and meetings as described under TASKS 4, 5, 6, & 9.
14.3 Additional meetings to validate network design and/or identify recommend changes as described under TASK 8.
FIGURE B-1: DOT-MAN Future Downtown Wireless Area
1. Figure A-1 shows the SV-ITS WAN, Bay Area C2C WAN, and individual agency WANs that require upgrading to support the sharing of traffic signal data and to facilitate IP video sharing. This project will allow individual SV-ITS Project Stakeholders to access more video feeds from other agencies improving region-wide traffic operations that provide travelers with a positive, reliable and efficient travel experience.

2. A typical scenario would include a traffic incident that causes an impact of unknown magnitude to traffic along a stretch of a Caltrans operated Freeway that runs through the Cities of Fremont and Milpitas. Caltrans reviews the incident and decides to alert the traffic operations staff of Milpitas and Fremont of the situation. City of Milpitas, City of Fremont, and Caltrans traffic operations staff then simultaneously access video feeds from traffic cameras and signal phasing plans from traffic signal controllers owned by the multiple agencies within the vicinity of the incident instantly from their individual Traffic Operations Centers.

3. While viewing the video feeds and traffic signal data together, Caltrans and City staff will be able to jointly assess the magnitude of the traffic impact and, if necessary, coordinate an appropriate response. The response may result in diverting traffic to local agency arterials necessitating the changes of traffic signal timing and observation of traffic flow through the shared video feeds.

4. Based on the above scenario and as shown in Figure A-2, each SV-ITS Stakeholder operates and maintains their own video management servers (red servers) and traffic data exchange servers (orange servers). The figure also shows the connections that are required (dot-dashed blue line) between the SV-ITS WAN and the Bay Area C2C WAN and the connection needed between the SV-ITS WAN and the individual SV-ITS project stakeholder networks. Within the upgraded SV-ITS WAN, the connected SV-ITS Stakeholders will have the ability to simultaneously access each other’s video feeds and traffic signal data (i.e. traffic signal phasing plans).

5. Although operations staff will not require twenty-four (24) hour access to traffic surveillance video feeds and traffic signal data across the SV-ITS WAN, it is critical that the network is operational during major transportation incidents that occur during peak traffic volume times.
6. The SV-ITS WAN design must address the bandwidth requirements of IP video and the implications associated with this implementation. The existing IP-Scheme for current and future network devices must also be redesigned.

7. The design must be the most cost-effective solution that maximizes the available bandwidth on the SV-ITS WAN. The SV-ITS Infrastructure Master Plan (available upon request) includes a high level technology comparative analysis with deployment alternatives and cost analysis.
Figure A-1: SV-ITS Network
Figure A-2: SV-ITS WAN Diagram
REVISED EXHIBIT C
SCHEDULE OF PERFORMANCE

Work shall commence immediately upon execution of this AGREEMENT. CONSULTANT shall schedule work such that tasks are completed in accordance with the schedule established below. All tasks shall be completed by the end of the term of this AGREEMENT. The parties shall mutually agree upon, any change to the following schedule in writing.

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<td>7</td>
<td>Task 7: Recommend DOT-MAN Management System</td>
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<tr>
<td>8</td>
<td>Task 8: Validate DOT-MAN Design</td>
<td></td>
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<tr>
<td>9</td>
<td>Task 9: Develop Detailed Designs and Operation and Maintenance Plan</td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>Task 10: Stage SV/ITS WAN Network Devices and Equipment</td>
<td></td>
<td></td>
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<tr>
<td>11</td>
<td>Task 11: Install and Configure Network Devices</td>
<td></td>
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</tr>
<tr>
<td>12</td>
<td>Task 12: Perform and Support Enterprise Network Testing</td>
<td></td>
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</tr>
<tr>
<td>13</td>
<td>Task 13: Conduct Training Sessions</td>
<td></td>
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</tr>
</tbody>
</table>

(cont.)
REVISED EXHIBIT D
COMPENSATION

A. Maximum Compensation

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payments for professional services, reimbursable expenses and supplemental services, provided by the CONSULTANT shall not exceed TWO HUNDRED AND SEVENTY-TWO THOUSAND DOLLARS ($272,000.00). The maximum amount of compensation including both payment for professional services and reimbursable expenses, for basic services as specified in Tasks 1 thru 13 of EXHIBIT B, entitled "Scope of Services," shall not exceed TWO HUNDRED THIRTY-FOUR THOUSAND AND SEVEN HUNDRED FORTY-SEVEN DOLLARS ($234,747). The maximum amount of compensation for all Supplemental Services shall not exceed THIRTY-SEVEN THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS ($37,253).

Compensation shall be subject to the following general restrictions: (1) any hours worked and services rendered for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY; and (2) once the CITY accepts a particular task as complete, CONSULTANT shall not bill any further services against the budget for that task even if unexpended amounts remain in the budget, unless authorized in advance in writing by CITY.

B. Budget

The maximum compensation, including professional services, reimbursable expenses, and Supplemental Services shall not exceed the indicated amount for the following work items:

<table>
<thead>
<tr>
<th>Description</th>
<th>Maximum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 PROJECT Management</td>
<td>$13,050</td>
</tr>
<tr>
<td>Task 2 Conduct Kick-off and Preliminary Meetings</td>
<td>$3,783</td>
</tr>
<tr>
<td>Task 3 Gather Required DOT-MAN Network Information</td>
<td>$9,630</td>
</tr>
<tr>
<td>Task 4 Develop Conceptual Wireless DOT-MAN Design</td>
<td>$12,572</td>
</tr>
<tr>
<td>Task 5 Gather required SV-ITS WAN Network Information</td>
<td>$14,604</td>
</tr>
<tr>
<td>Task 6 Develop SV-ITS WAN Conceptual Design</td>
<td>$43,265</td>
</tr>
<tr>
<td>Task 7 Recommend a DOT-MAN Network Management System$</td>
<td>$6,586</td>
</tr>
<tr>
<td>Task 8 Validate DOT-MAN Design</td>
<td>$11,926</td>
</tr>
<tr>
<td>Task 9 Develop Detailed Designs and Operations and</td>
<td>$46,236</td>
</tr>
<tr>
<td>Maintenance Plan</td>
<td></td>
</tr>
<tr>
<td>Task 10 Stage SV-ITS WAN Network Devices and/or</td>
<td>$14,812</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Task 11 Install &amp; Configure Network Devices</td>
<td>$25,016</td>
</tr>
</tbody>
</table>
**Wide & Metropolitan Area Network Re-Design, Installation, and Configuration Consultant Services Agreement**

| Task 12 | Perform & Support Enterprise Network Testing | $24,165 |
| Task 13 | Conduct Training Sessions | $9,102 |

**Subtotal Basic Services**  
$234,747

| Task 14 | Supplemental Services | $37,253 |

**Total**  
$272,000

The Director of Transportation or Director's designee, in the Director's sole discretion, may shift any portion of the amounts set forth above to another item so long as the total does not exceed the maximum amount of compensation to be paid under the AGREEMENT. Any such adjustment must be in writing to be effective.

### C. Monthly Invoices

1. CONSULTANT shall, during the term of this AGREEMENT, invoice the CITY on a monthly basis for all services performed under this AGREEMENT since the previous invoice and for all reimbursable expenses incurred since the previous invoice. CONSULTANT shall Invoice the CITY by the 20th of each month during the term of the AGREEMENT. CONSULTANT shall invoice the CITY based on hourly rates up to a maximum amount per task as outlined above. CONSULTANT shall prepare all monthly invoices in the format shown below, using Microsoft Excel software, unless otherwise directed by CITY. A hard copy of the monthly invoices shall be provided to the Director of Transportation or the Director’s designee. CONSULTANT shall provide electronic copies of monthly invoices upon request.

   The invoice shall set forth a detailed description of the services performed during the invoice period, the amount of hours expended in performing those services and the total amount to be paid. The invoice shall also provide a detailed description and supporting documentation for all reimbursable expenses, including, but not limited to, the services performed during the invoice period by subconsultants, the amount of hours subconsultants expended in performing those services and the total amount to be paid to the subconsultants.

2. CONSULTANT shall attach to the monthly invoices provided to the Director of Transportation or the Director's designee, sufficient documentation to verify the amounts being charged by CONSULTANT, including, but not limited to, canceled checks, company task logs, paid bills, receipts, and invoices.

3. Provided the services and reimbursable expenses covered by the invoice have been completed in accordance with the provisions of this AGREEMENT, CITY
shall pay the CONSULTANT at the amount shown on the invoice within thirty (30) days of Director’s approval of the invoice.

4. Failure to provide invoices as prescribed under the Task Deliverables shall jeopardize timely payments to the CONSULTANT.

### FIGURE D-1, Monthly Invoice Format Part 1

<table>
<thead>
<tr>
<th>Consultant Labor</th>
<th>Classification</th>
<th>Hours Worked</th>
<th>Pay Rate/ Hour</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doe, Jane</td>
<td>Project Manager/Sr IT</td>
<td>10.00</td>
<td>165.00</td>
<td>1,650.00</td>
</tr>
<tr>
<td>Jones, Jack</td>
<td>Sr Systems Engineer</td>
<td>4.00</td>
<td>165.00</td>
<td>660.00</td>
</tr>
<tr>
<td><strong>Total Consultant Labor</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>2,310.00</strong></td>
</tr>
</tbody>
</table>

Reimbursable Expenses

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hours Worked</th>
<th>Pay Rate/ Hour</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smith, Jim</td>
<td>Sr ITS Eng/Tech Mgr</td>
<td>2.50</td>
<td>165.00</td>
</tr>
<tr>
<td>Potts, Will</td>
<td>Communications Engr</td>
<td>2.00</td>
<td>150.00</td>
</tr>
<tr>
<td><strong>Total Subconsultant Labor</strong></td>
<td></td>
<td></td>
<td><strong>712.50</strong></td>
</tr>
</tbody>
</table>

B. Direct Expenses + 10%

<table>
<thead>
<tr>
<th>Expense</th>
<th>Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expense</td>
<td></td>
</tr>
<tr>
<td>Air Travel</td>
<td>251.48</td>
</tr>
<tr>
<td>Accommodations</td>
<td>100.00</td>
</tr>
<tr>
<td>Ground Transp. (rental car, gas, parking)</td>
<td>92.51</td>
</tr>
<tr>
<td>Meals</td>
<td>25.20</td>
</tr>
<tr>
<td>Courier/Express Service</td>
<td>135.23</td>
</tr>
<tr>
<td>Copying</td>
<td>20.00</td>
</tr>
<tr>
<td>Printing</td>
<td>5.00</td>
</tr>
<tr>
<td>Communication</td>
<td>5.50</td>
</tr>
<tr>
<td><strong>Subtotal Direct Expenses</strong></td>
<td>634.92</td>
</tr>
<tr>
<td>10% Markup</td>
<td>63.49</td>
</tr>
<tr>
<td><strong>Total Direct Expenses</strong></td>
<td>698.41</td>
</tr>
<tr>
<td><strong>Total Reimbursable Expenses</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL TASK 1 PROJECT MANAGEMENT COST</strong></td>
<td>1,410.91</td>
</tr>
</tbody>
</table>

DRAFT—Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.
Task 2 - Defining the Project

Consultant Labor

<table>
<thead>
<tr>
<th>Consultant Labor</th>
<th>Classification</th>
<th>Hours Worked</th>
<th>Pay Rate/Hour</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doe, Jane</td>
<td>Project Manager/Sr IT</td>
<td>10.00</td>
<td>165.00</td>
<td>1,650.00</td>
</tr>
<tr>
<td>Jones, Jack</td>
<td>Sr Systems Engineer</td>
<td>15.00</td>
<td>165.00</td>
<td>2,475.00</td>
</tr>
<tr>
<td><strong>Total Consultant Labor</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>4,125.00</strong></td>
</tr>
</tbody>
</table>

Reimbursable Expenses

A. Subconsultant Labor

<table>
<thead>
<tr>
<th>Subconsultant Labor</th>
<th>Classification</th>
<th>Hours Worked</th>
<th>Pay Rate/Hour</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smith, Jim</td>
<td>Sr ITS Eng/Tech Mgr</td>
<td>10.00</td>
<td>165.00</td>
<td>323.20</td>
</tr>
<tr>
<td>Potts, Will</td>
<td>Communications Engr</td>
<td>15.00</td>
<td>150.00</td>
<td>781.65</td>
</tr>
<tr>
<td><strong>Total Subconsultant Labor</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>1,568.35</strong></td>
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</table>

B. Direct Expenses + 10%

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expense</td>
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<tr>
<td>Ground Transp. (rental car, gas, parking)</td>
<td>92.51</td>
</tr>
<tr>
<td>Couried/Express Service</td>
<td>20.00</td>
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<tr>
<td>Copying</td>
<td>15.00</td>
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<tr>
<td>Printing</td>
<td>75.00</td>
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</table>

D. Rate of Compensation For Professional Services

CITY agrees to compensate CONSULTANT at the following maximum hourly rates for professional services and supplemental services performed in accordance with the terms and conditions of this AGREEMENT:

<table>
<thead>
<tr>
<th>Consultant Role</th>
<th>Hourly Billing Rate ($/hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>220.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>185.00</td>
</tr>
<tr>
<td>Analyst</td>
<td>125.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>85.00</td>
</tr>
</tbody>
</table>

E. Reimbursable Expenses

1. CONSULTANT'S Direct Costs

The CITY shall reimburse CONSULTANT for the cost of printing, plotting, reproduction, and delivery expenses, incurred in performing the work required under this AGREEMENT at actual cost plus ten percent (10%).
Actual cost of travel associated with PROJECT performance by CONSULTANT, shall not exceed a maximum amount of $2,300 for the total term of the AGREEMENT, unless authorized in writing by the CITY’s Director of Transportation or the Director’s designee. Travel expenses will be reimbursed based on actual receipts and shall not exceed the City Administrative Manual policy for “Employee Travel: Local, In-State, Out of State, Emergency.” Travel expenses include:

- Airfare
- Ground Transportation
- Food
- Lodging
- Parking
- Mileage (0.55 cents per mile)

Other direct reimbursable charges include:

- Photocopies of deliverables
  - 8.5x11 B / W 10 cents / copy
  - 8.5x11 Color $1.00 / copy
  - 11x14 Color $4.00
- Printing / binding
- Electronic media used to transmit PROJECT deliverables
- Long Distance telephone / conference calls, Faxing

Any expenses incurred by the CONSULTANT not listed herein shall not be reimbursable unless the Director of Transportation or his designee has preapproved, in writing, the incurrence of such expenses.

2. Subconsultants

The CITY shall reimburse CONSULTANT for the cost of all subconsultant services incurred in performing the work required under this AGREEMENT at actual cost. For billing purposes, the actual maximum hourly cost of services provided by each subconsultant shall be as indicated below.

<table>
<thead>
<tr>
<th>Hourly Billing Rates ($/hour)</th>
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</thead>
<tbody>
<tr>
<td>A. Nexus IS, Inc.</td>
</tr>
<tr>
<td>Sr. Systems Engineer</td>
</tr>
<tr>
<td>Systems Engineer</td>
</tr>
<tr>
<td>Network Architect</td>
</tr>
<tr>
<td>B. Systems Integrated</td>
</tr>
<tr>
<td>Sr. Communications Engineer</td>
</tr>
<tr>
<td>Communications Systems Engineer</td>
</tr>
</tbody>
</table>
## Wide & Metropolitan Area Network Re-Design, Installation, and Configuration Consultant Services Agreement

<table>
<thead>
<tr>
<th>C. Z³, Inc.</th>
<th>Sr. Systems Engineer</th>
<th>143.00</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Systems Engineer</td>
<td>102.00</td>
</tr>
</tbody>
</table>

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.
The CONSULTANT must complete and submit the “Local Agency Proposer DBE Information (Consultant Contract)” and “Local Agency Proposer UDBE Commitment (Consultant Contract)” forms included below. The purpose of the form is to collect all DBE and UDBE commitment data required under 49 CFR 26. This form collects information on all DBEs and UDBEs, regardless of the PROJECT having no goal. Even if no DBE and UDBE participation will be reported, the forms must be completed and submitted. The forms must be signed and dated by the CONSULTANT and submitted to the City three (3) calendar days after the date the consultant services agreement is executed.

1. TERMS AS USED IN THIS DOCUMENT
   - The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
   - The term “Agreement” also means “Contract.”
   - Agency also means the local entity entering into this contract with the Contractor or Consultant.
   - The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY
   A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
   B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. DBE PARTICIPATION GENERAL INFORMATION
   It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:
   A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
   B. A certified DBE may participate as a prime consultant, subconsultant, subcontractor, joint venture partner, as a vendor of material or supplies, or as a
C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The (prime consultant) shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

4. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: http://www.dot.ca.gov/hq/bep/.

Instructions to query CUCP database:
   i. Click on the link in the left menu titled Find a Certified Firm
   ii. Click on Query Form link, located in the first sentence
   iii. Click on Certified DBE’s (UCP) located on the first line in the center of the page
   iv. Click on Click To Access DBE Query Form
   v. Select one or more searche criteria shown on the screen
   vi. Select “Start Search” or “Requery” located at the bottom of the query form

5. THE DBE INFORMATION FORM

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant’s and subconsultants’ certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.)
Wide & Metropolitan Area Network Re-Design,
Installation, and Configuration Consultant Services Agreement

LOCAL AGENCY PROPOSER DBE INFORMATION (CONSULTANT CONTRACT)

AGENCY: CITY OF SAN JOSE LOCATION: SAN JOSE, CA
PROJECT DESCRIPTION: SV-ITS WAN AND MAN RE-DESIGN, INSTALLATION AND CONFIGURATION
TOTAL CONTRACT AMOUNT: $ 272,000
PROPOSAL DATE: OCTOBER 20, 2009
PROPOSER'S NAME: KIMLEY-HORN AND ASSOCIATES

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the Proposer is a DBE)</th>
<th>DBE Cert. No.</th>
<th>NAME OF DBEs</th>
<th>PERCENTAGE OF DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the Proposer is a DBE)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the Proposer is a DBE)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Local Agency to Complete:
Local Agency Contract Number: __________________________
Federal Aid Project Number: __________________________
Federal Share: __________________________
Contract Award Date: __________________________
Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name: __________________________
Local Agency Representative: __________________________
(Area Code) Telephone Number: __________________________

Total Claimed Participation: $ 0

Signature of Proposer:

11/28/11
510-625-0717
KEVIN AGNIKLI
Person to Contact: __________________________
(Please Type or Print)

Print Name: __________________________
Caltrans District Local Assistance Engineer: __________________________

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.
**LOCAL AGENCY PROPOSER UDBE COMMITMENT (CONSULTANT CONTRACT)**

**NOTE:** PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

**LOCAL AGENCY:** City of San Jose  
**LOCATION:** San Jose, CA

**PROJECT DESCRIPTION:** SU-ITS WAN AND MAN RE-DESIGN, INSTALLATION AND CONFIGURATION

**PROPOSAL DATE:** October 20, 2009

**PROPOSER’S NAME:** Kimley-Horn & Associates

**CONTRACT UDBE GOAL (%):** 0

**WORK ITEM NO.**  
**DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)**  
**UDBE CERT NO. AND EXPIRATION DATE**  
**NAME OF EACH UDBE** (Must be certified at the time proposals are due - include UDBE address and phone number)  
**PERCENT PARTICIPATION OF EACH UDBE**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description or Services</th>
<th>UDBE Cert No.</th>
<th>Name of Each UDBE</th>
<th>Percent Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAN</td>
<td>NETWORK PLANNING AND INSTALLATION</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
</tr>
<tr>
<td>MAN</td>
<td>NETWORK PLANNING AND INSTALLATION</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
</tr>
</tbody>
</table>

**For Local Agency to Complete:**

Local Agency Proposal Number:  
Federal-Aid Project Number:  
Federal Share:  
Proposal Date:

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Print Name  
Signature  
Date  
Local Agency Representative  

(Area Code) Telephone Number:

**Total Claimed UDBE Commitment**  
0%

Signature of Proposer  
4/28/11  
510-625-0712  
Kevin Aunger  
(Area Code) Tel. No.  
Person to Contact  
(Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)  
(Rev 6/27/09)

**Distribution:** (1) Original - Local agency files

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.
In the performance of this AGREEMENT:


CONSULTANT shall follow the governing factors regarding allowable elements of cost set forth in the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Also, CONSULTANT shall follow the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. This shall apply to all subcontracts in excess of $25,000.

2. Prohibition on Discrimination and Preferential Treatment.

CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship, and other terms, conditions, or privileges of employment, subcontracting, and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

3. Compliance Reports.

If directed by the Compliance Officer of the CITY, CONSULTANT shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether CONSULTANT or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this AGREEMENT and Chapter 4.08 of the San José Municipal Code.


If the compliance Officer determines that the CONSULTANT has not complied with the nondiscrimination or nonpreference provisions of this AGREEMENT, the CITY may terminate or suspend this AGREEMENT, in whole or in part. Failure to comply with
these provisions may also subject CONSULTANT and/or subcontractor to debarment proceedings pursuant to provisions of the San José Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San José Municipal Code and is a misdemeanor.

5. Subcontracts.

CONSULTANT shall include provisions 2 through 4, inclusive, in each subcontract entered into in furtherance of this AGREEMENT so that such provisions are binding upon each of its subcontractors.


The nondiscrimination provisions of this AGREEMENT may be waived by the Compliance Officer, if the Compliance Officer determines that the CONSULTANT has its own nondiscrimination requirements or is bound in the performance of this AGREEMENT by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONSULTANT or other governmental agency are substantially the same as those imposed by the CITY.

7. Prevailing Wages.

CONSULTANT acknowledges that portions of the services required by this AGREEMENT are a Public Work, subject to the provisions of Section 1771 of the California Labor Code. CONSULTANT shall pay, or cause to be paid, prevailing wages, as set forth in the California Labor Code Section 1770 et. seq., for all labor performed to facilitate the professional services provided under this AGREEMENT, including but not limited to, inspection, surveying, drilling, trenching, and excavation. CONSULTANT shall include in all agreements for such labor, a requirement that the employer provide all workers with written notice that prevailing wages apply.

CONSULTANT shall maintain, or cause to be maintained, all records documenting the payment of prevailing wages as required by the State prevailing wage law. CONSULTANT shall maintain these records for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT under this AGREEMENT. CONSULTANT shall provide to the CITY, at no cost to the CITY, a copy of all such records within ten (10) working days of a request for such records by the CITY’s Office of Equality Assurance.

CONSULTANT expressly agrees that the compensation agreed to between the parties includes all payment necessary to meet State prevailing wage law requirements.

CONSULTANT shall indemnify the CITY for any claims, costs, or expenses which the CITY incurs as a result of CONSULTANT’s failure to pay, or cause to be paid, prevailing wages.
8. Debarment and Suspension Certification

The CONSULTANT, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.