

**FUNDING AGREEMENT
BETWEEN
CITY OF SAN JOSE
AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR
STEVENS CREEK BOULEVARD VISION STUDY FUNDING**

This Funding Agreement (“**Agreement**”) is entered into by and between the City of San José, a municipal corporation and chartered city of the State of California (“**CSJ**”) and the Santa Clara Valley Transportation Authority (“**VTA**”), individually a “**Party**”, and collectively the “**Parties**”, as of the latest execution date of the Parties (“**Effective Date**”).

I. RECITALS

- A. WHEREAS**, in 2018, the cities of San José, Cupertino, Santa Clara, County of Santa Clara, and the VTA formed a multi-jurisdictional group to generally discuss key regional issues with a focus on transportation and circulation, including complete streets and high-capacity transit concepts along the Stevens Creek Boulevard Corridor (“**SCBC**”); and
- B. WHEREAS**, in 2019, the cities of Cupertino, Santa Clara, and San José, and Santa Clara County all adopted resolutions in support of a joint study of the SCBC, formalizing interest in creating a common vision for complete street and high-capacity transit concepts that will improve mobility and its interrelationship with walking, biking, placemaking, and enhancing the quality of life for all community members; and
- C. WHEREAS**, in 2020a “**Steering Committee**” of elected representatives between the cities of San José, Cupertino, and Santa Clara, the County of Santa Clara, and the VTA was established to focus work on the SCBC vision; and
- D. WHEREAS**, in 2020, the Steering Committee jointly submitted a grade separated high-capacity transit concept along the SCBC to the Plan Bay Area 2050 process; and
- E. WHEREAS**, on July 20, 2020, consensus was found among the Steering Committee to proceed with developing a funding strategy for a study (“**Vision Study**”) providing vision with illustrative designs to support community engagement and discussion for complete streets and high-capacity transit concepts along the SCBC; and
- F. WHEREAS**, CSJ is in the process of establishing a Multimodal Transportation Improvement Plan (MTIP) for CSJ that identifies, prioritizes, and recommends transportation projects and programs for West San José, which includes the portion of the SCBC (within CSJ jurisdiction) between Stern Avenue and Diridon Station; and
- G. WHEREAS**, staff from the cities of San José, Cupertino, Santa Clara, the County of Santa Clara, and the VTA agree on CSJ leading the SCBC Vision Study in coordination

with the cities of Cupertino, Santa Clara, County of Santa Clara, and the Valley Transportation Authority; and

- H. WHEREAS**, the CSJ West San José MTIP presents an opportunity to advance and streamline the Vision Study between participating jurisdictions for the Stevens Creek Boulevard corridor while maintaining its purpose and expected outcomes; and
- I. WHEREAS**, consistent with the goals of the West San José MTIP, CSJ will develop the Vision Study for the Stevens Creek Boulevard corridor between De Anza College and Diridon Station in coordination with the cities of Cupertino and Santa Clara, the County of Santa Clara, and the VTA; and
- J. WHEREAS**, in order to develop the Vision Study for the SCBC between De Anza College and Diridon Station, CSJ will enter into one or more agreements with contractors, subject to certain funding conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

II. AGREEMENT

1. SCOPE OF WORK

The Stevens Creek Vision Study City Contractor Scope of Work (attached hereto as Attachment A) (the “**Project**”) consists of developing a Vision Statement and Vision Implementation for SCBC. The Project is anticipated to take 19-months with two months allocated to Project Initiation, eight months allocated to the development of a Vision Statement, and nine months allocated to the Vision Implementation development.

The Project deliverables include a draft and final SCBC Vision Plan that summarizes relevant information from previous deliverables: existing conditions report, public outreach results, vision statement, alternative improvement concepts considered and evaluated, final vision concept, and implementation and a funding strategy.

The Project will not kick-off without the cities of San Jose, Cupertino and Santa Clara, the County of Santa Clara, and the VTA, first defining, in writing, a decision-making framework for conducting the Project as well as roles and responsibilities for each agency regarding specific task requirements.

2. TERM OF AGREEMENT

This Agreement shall become effective upon the Effective Date and will remain in effect through either: (i) CSJ's full expenditure of VTA's Maximum Contribution Amount (as defined in **Section 3**); or (ii) December 31, 2024; or (iii) CSJ's completion of the Vision Study, whichever occurs first (“**Expiration Date**”), unless and until terminated by either Party at any time by giving fourteen (14) calendar days' written notice from either Party, or unless sooner terminated in accordance with the terms of this Agreement.

3. **FINANCIAL CONTRIBUTION TO THE COST OF THE PROJECT**

- a. **VTA's Financial Contribution.** VTA will provide an amount not to exceed \$275,000.00 ("**Maximum Contribution Amount**") for Eligible Costs (as defined below in **Section 4**) toward the advancement and development of the Vision Study on a cost reimbursement basis.
- b. **CSJ's Financial Contribution.** CSJ is solely responsible for all funds expended on the Project outside of this Agreement.
- c. **Additional Funds.** If additional funds are secured through joint grant applications or joint efforts by VTA and the CSJ, the applicable joint funds will be utilized to fund additional, eligible scope beyond the individual Party shares. Joint funds cannot be used to supplement a Party's pro-rata share. To the extent possible and allowable, joint funds will be utilized before individual Party contributions. Additional funds will require an amendment to the scope of work and this funding agreement.

4. **ELIGIBLE COSTS**

The only eligible costs that may be reimbursed under this Agreement are contractor costs related to the development of the Vision Study ("**Eligible Costs**"). Any and all costs (direct, indirect, or staff time) incurred by a Party, with the exception of the contractor costs, are the responsibility of each respective Party.

5. **CSJ's OBLIGATIONS**

In coordination with the cities of Cupertino, Santa Clara, County of Santa Clara, and the Valley Transportation Authority, CSJ will chose a contractor to carry out the Project ("**City Contractor**"). CSJ will enter into a contract with the City Contractor and issue a task order to commence work on the Project promptly after execution of this Agreement. CSJ will be responsible for issuance of such task order(s) as are necessary for the City Contractor to proceed with its work on the Project. Notwithstanding the foregoing, CSJ may, in its sole discretion, wait for sufficient funding before issuing a task order to ensure that there will be sufficient funds to reimburse CSJ for cost of the City Contractor services rendered under the task order.

6. **CSJ INVOICING**

- a. CSJ shall submit invoices to VTA on a quarterly, if not more frequent, basis for reimbursement of the City Contractor costs paid by VTA to develop and deliver the Vision Study. CSJ shall include auditable back-up documentation with each invoice.
- b. Upon the Expiration Date, or date of sooner termination, CSJ will invoice VTA and VTA will pay its pro-rata share of all of CSJ's remaining unpaid eligible City Contractor costs, up to VTA's Maximum Contribution Amount, for City Contractor services rendered between the date of VTA's previous payment to the Expiration Date or date of sooner termination.

7. VTA's OBLIGATIONS

VTA will remit the amount due to CSJ under this Agreement within thirty (30) calendar days of VTA's receipt of a complete and proper, fully documented invoice complying with the requirements set forth herein. VTA shall reimburse CSJ in arrears for Eligible Costs up to VTA's Maximum Contribution Amount.

8. INDEMNIFICATION

Neither VTA nor any officer or employee thereof shall be responsible for any damage or liability arising out of or relating to CSJ's negligence, recklessness, or willful misconduct under or in connection with any work, authority or jurisdiction associated with the Vision Study. CSJ will fully indemnify and hold VTA harmless from any liability imposed for injury (as defined by Government Code §810.8) arising out of or relating to CSJ's negligence, recklessness, or willful misconduct under or in connection with any work, authority or jurisdiction delegated to CSJ under this Agreement.

9. INSURANCE

- a. Requirements.** CITY may satisfy all insurance requirements pursuant with this agreement by means of self-insurance, with limits of at least \$2,000,000 for General Liability, \$1,000,000 for Automobile liability, Worker's Compensation per statute, \$1,000,000 for Employer's Liability, \$2,000,000 for Professional Liability and \$3,000,000 for Pollution. In the event that CITY elects to purchase insurance policies rather than self-insure, CSJ must comply with the insurance requirements and specifications of **Attachment B** attached hereto, and herein incorporated by reference.
- b. Additional Insured and Indemnity Provision.** In any agreement executed between the CITY and a third party for purposes related in any way to the subject matter of this AGREEMENT ("**Third Party Contract**"), the CSJ must require that VTA be named as (i) additional insureds on a primary and non-contributory basis with Separation of Insureds and Waiver of Subrogation on all policies of insurance, except when not applicable required in the Third-Party Contract and (ii) indemnified parties in any indemnity provision contained in the Third-Party Contract. Third-Party Contracts must contain insurance requirements with coverages at least as broad as, and limits at least as great as, the requirements of Attachment B in this Agreement.

10. PUBLIC WORKS

If CSJ awards a contract to a third party for the performance of a public work (as defined in California Labor Code Section 1720 through 1720.6) (a "**Public Works Contract**") in connection with this Agreement, CSJ must comply, and must require such third party to comply, with the requirements of California Labor Code Section 1720 et seq. If the Public Works Contract is funded in whole or in part with federal funds, CSJ must also comply, and must require such third party to also comply, with the requirements of the Davis Bacon Act (40 U.S.C. Sections 3141-3144 and 3146-3148).

11. COMPLIANCE WITH APPLICABLE LAW

In the execution of the Vision Study and performance responsibilities set forth herein, VTA and the CSJ must comply with all applicable requirements of local, state, and federal laws.

12. TERMINATION

Upon termination, the termination notice must identify the effective date of such termination and must be provided in accordance with the terms and conditions of this Agreement.

13. AUDIT AND RECORDS

- a.** All Parties must maintain, and shall require their contractors to maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records and data pertaining to services performed under this Agreement, including the costs of contract administration. Such documentation must be supported by properly executed payrolls, invoices, contracts, and vouchers evidencing in detail the nature and propriety of any charges and must be sufficient to allow a proper audit of services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the services must be clearly identified and readily accessible.
- b.** For the duration of the Agreement, and for a period of five (5) years after final payment, the Parties and their representatives shall have access during normal business hours to the other Party's books, accounts, records, data, and other relevant documents that are pertinent to this Agreement for audits, examinations, excerpts, and transactions and copies thereof must be furnished upon request.

14. AGENCIES REPRESENTATIVES

The General Manager of VTA or designee is hereby made the representative of VTA for all purposes under this Agreement. The City Manager for CSJ is hereby made the representative of CSJ for all purposes under this Agreement.

15. NOTICES

Any notice required to be given by either Party, or which either Party may wish to give, must be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

To VTA: Santa Clara Valley Transportation Authority
Attention: Deborah Dagang, Chief Planning & Programming Officer
3331 North First Street, Bldg. B-2
San José, CA. 95134-1906

To CSJ: City of San José
Attention: Director of Transportation

200 East Santa Clara Street, 8th Floor
San José, CA 95113

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the United States mail.

16. GENERAL TERMS AND CONDITIONS

- a. **Headings.** The subject headings of the articles and paragraphs in this Agreement are included for convenience only and will not affect the construction or interpretation of any of its provisions.
- b. **Construction and Interpretation of Agreement.** This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the Parties. Accordingly, each Party expressly acknowledges and agrees that: (i) this Agreement will not be deemed to have been authored, prepared, or drafted by any particular Party and (ii) the rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or in the resolution of disputes.
- c. **Amendment.** No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by both of the Parties hereto, and no oral understanding or agreement not incorporated herein will be binding on any of the Parties hereto.
- d. **Entire Agreement.** This Agreement contains the entire understanding between VTA and CSJ relating to the subject matter hereof. This Agreement supersedes any and all other agreements that may have existed between the Parties, whether oral or written, relating to the subject matter hereof. This Agreement is binding upon each Party, their legal representatives, and successors for the duration of the Agreement.
- e. **Representation of Authority.** Each Party to this Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Agreement on behalf of the entity that is a party to this Agreement.
- f. **No Waiver.** The failure of either Party to insist upon the strict performance of any of the terms, covenants and conditions of this Agreement will not be deemed a waiver of any right or remedy that either Party may have, and will not be deemed a waiver of either Party's right to require strict performance of all of the terms, covenants, and conditions hereunder.
- g. **Dispute Resolution.** If a question or allegation arises regarding (i) interpretation of this Agreement or its performance, or (ii) the alleged failure of a Party to perform, the Party raising the question or making the allegation shall give written notice thereof to the other Party. The Parties shall promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative

forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the Parties to the greatest extent possible to avoid litigation as a method of dispute resolution. In the event that suit shall be brought by either party hereunder, the parties agree that venue shall be exclusively vested in the state courts of California in the County of Santa Clara or if federal jurisdiction is appropriate, exclusively in the United States District Court in the Northern District of California, San José, California.

- h. Severability.** If any of the provisions of this Agreement (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and CSJ shall negotiate, in good faith, to come to an equitable adjustment in the provisions this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
- i. Governing Law.** The laws of the State of California will govern this Agreement, as well as any claim that might arise between CSJ and VTA, without regard to conflict of law provisions.
- j. Venue.** Any lawsuit or legal action arising from this Agreement must be commenced and prosecuted in the courts of Santa Clara County, California. The Parties agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
- k. Non-discrimination.** The Parties and any contractors performing services on behalf of the Parties (“**Contractors**”) will not unlawfully discriminate or permit discrimination, harass, or allow harassment against any person or group of persons because of race, color, religious creed, national origin, ancestry, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition (including cancer), mental disability, physical disability (including HIV and AIDS), genetic information, or military and veteran’s status, or in any manner prohibited by federal, state, or local laws. In addition, the Parties and Contractors shall not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. The Parties and Contractors must ensure that the evaluation and treatment of their employees and applicants for employment is free of such discrimination and harassment.
- l. Relationship of the Parties.** It is understood that this is an Agreement by and between independent parties and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than that of independent contractor.
- m. Execution in Counterparts / Electronic Signature.** This Agreement may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original

and all of which taken together shall constitute one and the same instrument. Unless otherwise prohibited by law, VTA policy, or CSJ policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by each of the Parties.

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WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

“VTA”

Santa Clara Valley Transportation Authority

By:

Name: Carolyn Gonot

Title: General Manager/Chief Executive Officer


Email: carolyn.gonot@vta.org
Date: 06/04/2024

“CSJ”

City of San José, a municipal corporation and chartered city in the State of California

By:

Name: Sarah Zarate

Title: City Manager’s Office, Director


Email: sarah.zarate@sanjoseca.gov
Date: 06/04/2024

APPROVED AS TO FORM:

“VTA”



Name: Victor Pappalardo

Title: Deputy General Counsel

Email: victor.pappalardo@vta.org
Date: 06/04/2024

“CSJ”

Attorney

Matthew Tolnay

Deputy City Attorney IV U

matthew.tolnay@sanjoseca.gov



Name: Matthew Tolnay

Title: Deputy City Attorney

Email: matthew.tolnay@sanjoseca.gov
Date: 06/04/2024

Attachment A

Stevens Creek Vision Study Consultant

Scope of Work

In 2020, The City of San Jose ("CSJ"), the City of Cupertino ("Cupertino"), City of Santa Clara ("CSC"), Santa Clara County ("County"), and the Valley Transportation Authority ("VTA"), created a multi-jurisdictional group, a "Steering Committee" of elected representatives and agreed to develop a funding strategy for the completion of the Stevens Creek Boulevard Corridor ("SCBC") Vision Study Project ("Project"). Following this, CSJ entered into individual Funding Agreements with Cupertino, CSC, County, and VTA in order to provide funding for completion of the Project. This Attachment A, which is attached and incorporated into each of the individual Funding Agreements referenced above, provides the scope of work for the City Contractor selected by CSJ to complete the Project. The obligations and deliverables contained herein aim to support community engagement and discussion for complete streets and high-capacity transit concepts along the SCBC and are expected to be completed within the designated term of the individual Funding Agreements and the designated term of the Agreement between the CSJ and the City Contractor. Throughout this Attachment A, CSJ, Cupertino, CSC, County, & VTA may periodically be referred to collectively as the "Parties."

T1. Project Management

1.1 Project Administration

The City Contractor will be responsible for project administration, including invoicing, accounting, setting up and attending internal consultant coordination meetings, contracting, and other administrative activities to support the technical components of the Project.

1.1.1 Deliverables:

- a. Monthly Invoices
- b. Progress Reports
- c. Quarterly Reports

1.1.2 Responsible Party: City Contractor

1.2 Project Development Team

The City Contractor will attend monthly Project Development Team (PDT) meetings. The PDT is the primary coordinating group for the duration of the project, which is comprised of non-elected staff from each of the Parties. When necessary, the contractor will meet with the PDT on a bi-weekly basis to address project milestones, progress achieved, schedule, cost and budget status, and issues and areas of concern.

The City Contractor will schedule meetings, set agendas, create minutes and action items for each PDT meeting. The City Contractor will manage risks to the schedule or accomplishment of deliverables by identifying and resolving the risks through acceptance, avoidance, or mitigation.

The City Contractor will document and maintain a list of the identified risks and develop draft mitigation actions for each identified risk which will accompany the meeting minutes, in order to facilitate resolution at the following PDT meeting.

1.2.1 Deliverables:

- a. Meeting scheduling
- b. Meeting Agendas (up to 30 meetings)
- c. Meeting materials and review items
- d. Action Items and Meeting Minutes (up to 30 meetings)

1.2.2 Responsible Party: City Contractor

1.3 Steering Committee Meetings

The City Contractor will develop graphics, presentations, reports, fact sheets, or other materials, as necessary for communication with the Steering Committee, City Councils, City Commissions, and/or City Committees of San Jose, Santa Clara, and Cupertino, County of Santa Clara Board of Directors, and/or the VTA's Board of Directors or Committees of the Board as necessary.

1.3.1 Deliverables:

- a. Graphics, presentations, reports, fact sheets, or other materials as necessary for communication with potential steering committee, Board of Directors, City Council, or Committees as necessary.

1.3.2 Responsible Party: City Contractor

T2. PROJECT INITIATION

The City Contractor will convene a Kick-Off Meeting with the PDT, to review expectations and responsibilities, refine the scope of work and develop a detailed schedule. During the Kick-Off Meeting, the PDT will define, in writing, a decision-making framework for conducting the Project, as well as roles and responsibilities for each agency regarding specific task requirements identified during the Kick-Off Meeting. City Contractor will finalize the PDT meeting composition and schedule the standing monthly/biweekly meetings.

2.1 Project Charter

City Contractor will distribute a draft Project Charter at the first biweekly PDT meeting, which will include:

- a. Communication protocols
- b. Points of Contact
- c. Technical Approach
- d. Project Limits
- e. A summary of participating agency project priorities
- f. Guidelines for review, submissions, and revisions by the PDT of project

- deliverables
- g. Decision-making Framework as determined during Project Kick-Off Meeting
- h. Draft meeting schedule

City Contractor will finalize the Project Charter after the second biweekly PDT meeting based on feedback from the PDT.

2.1.1 Deliverables:

- a. Draft Project Charter
- b. Final Project Charter

2.1.2 Responsible Party: City Contractor

2.2 Outreach Plan

The City Contractor will develop an outreach plan in consultation with the PDT and agency outreach professionals over the course of two PDT meetings. The Outreach Plan will be a guide for the approach to public materials, and engagement and outreach and will contain a stakeholder register with contact information and touchpoints with various stakeholders. Upon completion of the first part of the vision strategy, City Contractor will lead the PDT through a reevaluation of the outreach strategy to consider revising outreach activities that will address identified shortcomings City Contractor will organize and attend outreach events in person and online.

2.2.1 Deliverables:

- a. Draft Outreach Plan
- b. Final Outreach Plan

2.2.2 Responsible Party: City Contractor

2.3 Project Website and Online Engagement

The City Contractor will work with the PDT agencies to develop a project website that clearly describes the purpose of the Study and is a space to share project documents, public outreach event schedules, surveys, and contact information.

City contractor will consolidate input received through online engagement with the input from interviews and public events and share on the website and across all outreach formats.

2.3.1 Deliverables:

- c. Project Web Page
- d. Posted Content
- e. Surveys and Online Communication

2.3.2 Responsible Party: City Contractor

T3. Part 1 – Vision Statement

3.1 Existing Conditions

3.1.1 Existing Condition Inventory

City Contractor will collect the following data relevant to the SCBC:

3.1.1.1 Transportation Infrastructure

- a. Corridor geometric and operational conditions
- b. Lane configuration
- c. Signal equipment
- d. Timing sheets with coordination plans
- e. Signal timing preferences
- f. Speed studies
- g. Synchro files from previous projects as available
- h. Communications
- i. Intersection crossings
- j. Roadway right of way (ROW) allocation
- k. On-street parking inventory
- l. Bicycle infrastructure
- m. Shared mobility routes, parking, infrastructure

3.1.1.2 Transportation Demand

- a. Traffic volumes (existing and forecasted based on the VTA Countywide travel demand model)
- b. Transit boardings and alightings
- c. Travel patterns using vendor origin and destination data

3.1.1.3 Land use

3.1.1.4 COVID-19 Period Analysis to demonstrate the change in travel and mobility conditions

3.1.1.5 Collision data (California Highway Patrol The Statewide Integrated Traffic Records System data and local agencies' data for the available past 5-year period)

3.1.1.6 Develop base map in GIS

3.1.2 Corridor Report

City Contractor will analyze and summarize the existing conditions inventory to identify current mobility and safety issues in the corridor to supplement data from corridor agencies and other agency partners, and other stakeholders at outreach events. The existing conditions analysis will set the baseline of analysis for corridor improvement options.

City Contractor will include location of signal or other delay, collision hot spots and potential of right-of-way for new modal designation coupled with stakeholder identified barriers and opportunities for increased transit access and multimodal connectivity.

City Contractor will summarize findings, including opportunities and constraints, in a succinct, high-level memorandum, with maps, graphics, and photographs.

3.1.2.1 Deliverables:

- a. Existing Conditions in the Corridor Report (technical memorandum) including opportunities and constraints
- b. PowerPoint Executive Summary
- c. Base Map and Graphics
- d. Data Inventories

3.1.2.2 Responsible Party: City Contractor

3.1.3 Parking Inventory and Survey

Contractor will perform a parking inventory and survey of Stevens Creek Boulevard and cross streets within 200 feet of Stevens Creek Boulevard for two weekdays (daytime and late evening/overnight) and two weekend days (daytime and late evening/overnight).

3.1.3.1 Deliverables: Parking Inventory and Survey Data and Analysis

3.1.3.2 Responsible Party: City Contractor

3.1.4 Origin-Destination Data and Analysis

City Contractor will collect big data for trip origins and destinations in the surrounding area using vendor probes (anonymous GPS and cell phone data) then summarize the data to understand how the area travel patterns affect the corridor.

3.1.4.1 Deliverables: Origin-Destination Data and Analysis

3.1.4.2 Responsible Party: City Contractor

3.2 Planned Conditions

The City Contractor will collect relevant data, maps, and plans from local agencies, and review and summarize the information in a memorandum. The Planning and Policy Context Synthesis will include planning documents and policies relevant to the study corridor. These documents will include General Plans, Specific Plans, Urban Village Plans, Corridor Studies, Bus Rapid Transit Studies, the High-Capacity Transit Corridors Study, Stevens Creek Boulevard Focus Area, Community-Based Transportation Plans, Capital Improvement Programs (CIP), West San José Multimodal Transportation Improvement Plan, the New Transit Service Plan, I-280 Corridor Study, Pedestrian Plans, and Bike Plans. City Contractor will describe future travel demand and patterns in the corridor and highlight how forecasted and planned conditions will alter the use of transportation facilities in the corridor. City Contractor will summarize opportunities and constraints found in gaps, conflicts and inconsistencies among plans and

policies along the corridor.

City Contractor will summarize the findings in a succinct, high-level memorandum, with maps, graphics, and photographs as appropriate.

3.2.1 Deliverables: Memorandum of planned conditions findings

3.2.2 Responsible Party: City Contractor

3.3 Future Conditions Option Analysis

Understanding the need to focus the VTA contribution on the Measure A criteria of City contractor will study changes to the Stevens Creek/West San Carlos corridor, from Diridon Station to DeAnza College, that would improve speed and reliability of bus transit service in the corridor such as faster access to bus stops, improvements to major transfer points, queue jumps, bus lanes, and other ROW changes that give buses quick access along the corridor. Improving the speed and reliability of bus service in the corridor, specific technical tasks and outreach components are described and apportioned specifically for these purposes. City Contractor will analyze at least three categories of corridor improvements, including but not limited to analyzed in the study are proposed to be:

- a. Bus Operations Improvements – ROW changes that would improve bus speed, frequency, and service improvements with comparison to any changes in vehicle operation conditions
- b. Bus Stop Improvements and Access – Amenities and enhancements to improve bus stop facilities, identification, locations, stop identification, comfort and information as well as localized (1/4 mile) access for walking, biking and transfer from other transit services
- c. Multimodal Connectivity – Integration with walking and biking facilities in the ROW and serving transit stops in the corridor from connected land uses. serving the corridor connecting corridor land use

Consultant will meet with VTA to review the analysis framework in section 3.2 to ensure all standards and methodologies of the assessment are consistent with VTA policies.

3.4 Transit Operations Improvements

City Contractor will review transit operating speed for four performance metrics:

- a. Locations of signal or other delay of overall roadway operations in the corridor which could be addressed through signal coordination or other systemic improvements.
- b. Potential of corridor-wide bus signal priority through assessment of existing signal systems, communications, and vehicle hardware. This includes inventory of signal controller type, firmware, WLAN equipment, and communications compatibility to determine actions necessary for deployment of corridor bus signal priority.
- c. Assessment of potential queue-jump locations based on right-of-way and signal hardware to determine potential locations and actions necessary for queue jump deployment.
- d. Right-of-way assessment for bus running options of mixed traffic (existing conditions), shared bus/HOV lanes, shared bus/bike lane, peak hour bus-only lane, and bus-only lane.

Impacts to vehicle operations and parking will be assessed quantitatively utilizing existing Synchro networks or through Synchro or Visto analysis of representative intersection locations.

City Contractor will meet with VTA to confirm methodology and data to analyze efficiency differences between front door boarding and all door boarding for implementation throughout the corridor. City Contractor will meet with VTA to share study information relevant to VTA's bus stop evaluations, including stop placement and facilities.

3.4.1 Deliverable:

- a. Transit Operations Improvements Assessment Technical Memorandum

3.4.2 Responsible Party: City Contractor

3.5 Transit Stop Improvements and Access

City Contractor will use VTA's Better Bus Stops Program bus stop assessment criteria to assess proposed transit stop improvements and ensure study recommendations are consistent with VTA's Better Bus Stops Program. City Contractor will use current VTA data and perform field review to identify potential upgrades to stops in the corridor.

Contractor will map five-minute, ten-minute and fifteen-minute walk and bike sheds to each transit stop and identify gaps, barriers, or other connectivity issues and potential site access improvements from major land uses in the corridor. City Contractor will integrate comments from stakeholders into the analysis and memorandum.

3.5.1 Deliverable:

- a. Transit Stop Improvements and Access Technical Memorandum

3.5.2 Responsible Party: City Contractor

3.6 Multimodal Connectivity

City Contractor will use city and County active transportation plans and information gathered through planned conditions/existing conditions analysis (section 3.1) to map and assess multimodal system improvements on and connecting to the corridor.

City Contractor will conduct analysis of vulnerable road users, using the existing conditions collision analysis, and identify potential safety countermeasures for concentrations of pedestrian and bicycle involved collisions. City Contractor will review physical countermeasures in addition to innovative technology applications of passive detection at crossings and virtual detection via smartphones. City Contractor will use this analysis to inform the development of the Vision Statement and the Conceptual Alternatives.

3.6.1 Deliverable:

- a. Multimodal Connectivity Technical Memorandum

3.6.2 Responsible Party: City Contractor

3.7 Experience and Needs Outreach

The City Contractor will lead the PDT to conduct a multifaceted outreach in partnership with community- based organizations and agencies to understand the experience, perspectives, and needs of corridor stakeholders—its residents, businesses, and visitors.

City Contractor will schedule outreach during the Opportunities and Constraints needs assessment and events will coincide with project technical deliverables and decision points.

3.8 Listening Period

City Contractor will hold a Listening Period at the beginning of the project to learn stakeholders needs and values by asking stakeholders about their experience in the corridor, how the transportation works or does not work for them, and their needs at various outreach events. City Contractor will hold the following outreach events during the listening period:

- a. Two (2) Workshops
- b. Two (2) Open Houses
- c. Four (4) Field Audits
- d. Three (3) Focus Groups
- e. Thirty (30) Interviews
- f. Eight (8) Pop-Up Events
- g. Five (5) Council/Commission presentations
- h. Ten (10) Presentations to Community and Neighborhood Groups

These events may be in-person or online or both in-person and online.

3.8.1 Deliverables:

- a. Outreach Event Materials and Presentations
- b. Event Summaries

3.8.2 Responsible Party: City Contractor

3.9 Existing Conditions and Planned Conditions Technical Deliverables Review Period

City Contractor will hold two (2) workshops, two (2) office hours, and two (2) focus group events for stakeholders to review and comment on the Existing Conditions and Planned Conditions Technical deliverables. City Contractor will present a summary of the Listening Period, Existing Conditions, and Planned Conditions Technical deliverables to VTA's Board of Directors meeting.

3.9.1 Deliverables:

- a. Outreach Event Materials and Presentations
- b. Event Summaries

3.9.2 Responsible Party: City Contractor

3.10 Vision Statement Development

The City Contractor will lead the PDT through review of feedback obtained in the outreach workshops, meetings, corridor audits, and other feedback mechanisms in the context of existing conditions, opportunities, and constraints of the technical analysis and outreach.

City Contractor will categorize opportunities and constraints to develop draft principles and objectives in the corridor. The City Contractor will facilitate the refinement of principles and objectives and a consensus vision statement. Principles are the value-based goals for the corridor while the objectives will be measurable indicators in the achievement of the vision.

City Contractor will organize and lead two (2) workshops, ten (10) interviews, and five (5) focus groups culminating in one Vision Statement Workshop where the city contractor will lead the PDT through refining a draft Vision Statement document.

3.10.1 Deliverables:

- a. Outreach Event Materials and Presentations
- b. Event Summaries
- c. Draft Vision Statement

3.10.2 Responsible Party: City Contractor

3.11 Vision Statement

After the Vision Statement Workshop, the City Contractor and PDT will refine and organize the draft Vision Statement and post for public review. During this period, the City Contractor will present to the Steering Committee and VTA Board of Directors and Committees of the Board, City committees and City Councils... to approve the corridor vision statement.

3.11.1 Deliverables:

- a. Vision Statement of Principles and Objectives
- b. Consensus Approval of Participating Agencies

3.11.2 Responsible Party: City Contractor

T4. Part 2 – Vision Strategy

4.1 Evaluation of Part 1

City Contractor will evaluate the results of Part 1 for opportunities for success or improvement, including a review of both the technical and outreach components of the project. City Contractor will investigate issues raised by PDT and other Stakeholders in Part 1 before developing alternative concepts. If the PDT deems it necessary, City Contractor will hold a workshop or “short” technical studies of two-week investigations into specific issues. The PDT will determine the level of effort and time City Contractor is to allocate to additional outreach or analysis before the initiation of Part 2.

4.1.1 Deliverables:

- a. Summary of Part 1 Findings
- b. Revised Outreach Plan Component for Part 2

4.1.2 Responsible Party: City Contractor

4.2 Design Guidelines

City Contractor will use the VTA Community Design and Transportation Manual to develop design guidelines for the corridor and will revise or add elements to customize the guidelines for Stevens Creek Corridor.

4.2.1 Deliverables:

- a. Technical Memorandum of Application of VTA Community Design and Transportation Manual in Stevens Creek Corridor

4.2.2 Responsible Party: City Contractor

4.3 Conceptual Improvement Alternatives

City Contractor will develop conceptual alternatives to improve mobility and safety through enhanced transit services, vehicular operations, and infrastructure improvements; bicycle facilities; pedestrian facilities, roadway lane allocation and designation, curb modifications, pedestrian enhancements, parking strategies, and signal timing improvements.

City Contractor will map alternatives and provide plan-view graphics, cross-sections, and similar examples from other peer locations. The City Contractor will utilize industry-standard techniques to forecast existing and future conditions with and without conceptual alternatives by evaluating quantitative and qualitative assessment of impacts to transit, bicyclists, pedestrians, and drivers. City Contractor will meet with PDT to develop key performance indicators (KPIs) based on potential corridor improvements and preference for technical tools and data.

City Contractor will evaluate the alternatives based on user-perspective performance measures of travel time, delay, aesthetics, cost, and safety. City Contractor will assess impacts to residential streets, on-street parking, and construction conditions then summarize results in a memo and matrix posted for public review, communication of potential benefits, costs, and impacts of potential improvements for priority implementation.

4.3.1 Deliverables:

- a. Conceptual Alternative Technical Memorandum
- b. Graphics of Alternatives
- c. Summary of Alternative KPIs and Evaluation of Alternatives

4.3.2 Responsible Party: City Contractor

4.4 Cost Benefit Analysis

The City Contractor will use data from plans and analysis of the technical component in Part 1 to evaluate the cost and benefits of alternatives and improvements with key performance indicators

and magnitude cost estimates for capital (delivery and construction) and operating costs (annual). City Contractor will summarize results in a memo and matrix.

4.4.1 Deliverables:

- a. Quantified Cost Benefit Analysis and Technical Memorandum

4.4.2 Responsible Party: City Contractor

4.5 Conceptual Improvement Stakeholder Review

City Contractor will engage the public to review conceptual improvement alternatives and use the feedback to revise the alternatives and guide the development of a preferred corridor concept. City Contractor will perform community outreach to support the development of conceptual improvement alternatives at twenty (20) community and neighborhood groups meetings.

The City Contractor will present and facilitate three (3) design charettes to review potential concept improvement alternatives. The presentations will include how each alternative concept may address the principles and objectives of the Vision Statement and the results of the benefit/cost analysis.

The City Contractor will meet with the PDT to develop and manage the strategic planning for meetings, facilitation, preparation of meeting materials, presentation, and meeting summaries. The process includes two rounds of revisions to refine concept improvements. City Contractor will produce a memorandum and matrix that summarizes the concept improvement impact analysis and cost benefit analysis.

4.5.1 Deliverables:

- a. Outreach Event Materials and Presentations
- b. Event Summaries
- c. Action Item Summary of How Stakeholder Comments Were Integrated

4.5.2 Responsible Party: City Contractor

4.6 Preferred Conceptual Improvements

The City Contractor will work with the PDT and through the public outreach process to develop a prioritization based on feasibility, funding opportunities and effectiveness.

The City Contractor will present the concepts to the Steering Committee and individual City Committees, City Councils and Boards of Directors of the participating agencies.

4.6.1 Deliverables:

- a. Technical Memorandum of Preferred Conceptual Improvements with Potential Funding Mechanisms
- b. Presentations to City Committees, City Councils and Boards of Directors of the participating agencies

4.6.2 Responsible Party: City Contractor

4.7 Implementation Strategy

Based on the previous tasks, the City Contractor will develop an implementation strategy that describes the readiness of the Corridor for implementation of the preferred concept improvements. The plan will include the principles and objectives of the Vision Statement, the key performance indicators and costs, and the feasibility assessment by agencies. City Contractor will describe the implementation within the context of additional supportive policies, land use development, planning processes and funding mechanisms to achieve the corridor vision.

4.7.1 Deliverables:

- a. Technical Memorandum of Application of VTA Community Design and Transportation Manual in Stevens Creek Corridor

4.7.2 Responsible Party: City Contractor

T5. Final Vision and Implementation Plan

City Contractor will include a near-term section in the implementation plan for near term-tangible actions with clear steps for responsible agencies that will constitute the near-term improvement component of the funding strategy. City Contractor will identify and include the most likely funding sources for the magnitude cost estimates of the improvements in the long-term funding strategy.

The City Contractor will prepare the draft and final Stevens Creek Corridor Vision Plan that summarizes relevant information from previous deliverables (existing conditions report, public outreach results, vision statement, alternative improvement concepts considered and evaluated, final vision concept, and implementation and funding strategy). The report will include a high-level, non-technical Executive Summary, intended for community members and elected officials, that reflects and relates to community priorities and includes high-quality visual graphics illustrating the vision concepts for the corridor.

5.1.1 Deliverable:

- a. Draft Stevens Creek Corridor Vision Plan
- b. Final Stevens Creek Corridor Vision Plan

5.1.2 Responsible Party: City Contractor

ATTACHMENT B

INSURANCE REQUIREMENTS

INSURANCE

Without limiting CITY's obligation to indemnify and hold harmless VTA, CSJ must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by CITY, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in Contract price. In the event of any material change in the Contract Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. CSJ must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

A. Liability and Workers' Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage ("occurrence" form CG 0001). General Liability insurance written on a "claims made" basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.
- c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.
- d. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of CITY's services under this Contract. This coverage must be continuously maintained for a minimum of two (2) years following completion of this Contract. This coverage may be written on a "claims made" basis, if so, please see special provisions in Section B.

2. Minimum Limits of Insurance

CSJ must maintain limits no less than:

- a. General Liability (including Umbrella/Excess insurance): \$2,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If a General Liability or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate

limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability insurance with Excess or Umbrella policies, but in no event may the General Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying policy, "Follow Form" coverage, and a "Drop Down".

- b. Automobile Liability \$1,000,000 limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits and Employer's Liability limits of \$1,000,000 per accident.
- d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability insurance with Excess or Umbrella policies, but in no event may the Professional Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying policy, "Follow Form" coverage, and a "Drop Down" provision.

Notwithstanding any language in this Agreement to the contrary, if CITY carries insurance limits exceeding the minima stated in Section B(a)(1)-(3) immediately above, such greater limits will apply to this Agreement.

3. Self-Insured Retention

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$250,000 must be declared to and approved by VTA. If CSJ is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible in excess of \$250,000, CSJ must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess Contractor's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require CITY to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by CITY. CITY may request execution of a nondisclosure agreement prior to submission of financial reports.

B. Claims Made Provisions (not applicable to General Liability or Automobile Liability)

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If

coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:

1. The policy must be in effect as of the date of this Contract and the retroactive date must be no later than the date of this Contract.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, CSJ must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the contract period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. Other Provisions

The policies must contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability

- a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of CITY, including VTA's general supervision of CITY; products and completed operations of CITY and its subcontractors; premises owned, occupied or used by CITY; or automobiles owned, leased, hired or borrowed by CITY. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. CITY's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy.
- e. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as afforded by ISO CG 24 17.

2. All Coverages

- a. The insurer must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by CITY and its subcontractors for VTA.
- b. CITY's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to CITY's insurance. CITY's insurance must not seek contribution from VTA's insurance program.

3. Other Insurance Provisions

- a. The Certificate must disclose the actual amount of the Deductible or Self-Insured Retention
- b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the rights to require CITY to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. Acceptability of Insurers

Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

E. Certificates of Insurance

CSJ must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. CSJ must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the SIRs/deductibles or lack thereof and the policy term, (2) include copies of all the actual policy endorsements required herewith, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San Jose, CA 95134-1906

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA Contract number must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

It is a condition precedent to award of this Contract that all insurance certificates and endorsements be received and approved by VTA before Contract execution. No work may be performed until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If CITY receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, CSJ must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

F. Maintenance of Insurance

If CITY fails to maintain insurance as required herein, VTA, at its option, may suspend payment for work performed and/or may order CITY to suspend work at CITY's expense until a new policy of insurance is in effect.