

**AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BELLECCI & ASSOCIATES, INC.**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bellecci & Associates, Inc. a California corporation, (CONTRACTOR). City and CONTRACTOR may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement dated June 19, 2019, entitled "Agreement for Design Services between the City of Santa Clara, California, and Bellecci & Associates, Inc." to provide engineering design services for the demolition of buildings at the City's remote property located in Benicia, California (Benicia Project);
- B. The Parties entered into Amendment No. 1 on November 19, 2019, to provide engineering design services for a demolition project located on City's remote property near Loyalton, California (Loyalton Demolition Project)
- C. The Parties desire to enter into this Amendment No 2 to include project and Construction Management (CM) services for the Benicia Project; and
- D. The Agreement and both amendments are collectively referred to herein as the "Agreement as Amended".

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 6 of the Agreement as Amended, entitled "Compensation and Payment" is amended to read as follows:

In consideration for CONTRACTOR's complete performance of Services, City shall pay CONTRACTOR for all materials provided and Services rendered by CONTRACTOR in accordance with Exhibit B - Amended July 1, 2021, entitled "Compensation and Fee Schedule." The maximum compensation of this Agreement is One Hundred Seventy Thousand Dollars (\$170,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at CONTRACTOR's expense. CONTRACTOR shall not be entitled to any payment above the maximum compensation unless authorized through a written amendment to this Agreement in advance of work being performed.

2. Exhibit A – Scope of Services is amended to read as set forth in Exhibit A – Scope of Services Amended November 1, 2021.
3. Exhibit B – Schedule of Fees is amended to read as set forth in Exhibit B – Compensation and Fee Schedule Amended November 1, 2021.
4. Exhibit D – Labor Compliance Addendum attached and incorporated into this Agreement.

Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

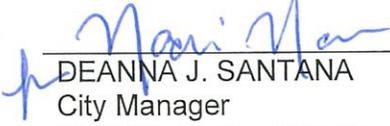
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: NOVEMBER 02, 2021



Office of the City Attorney
City Attorney



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

“CITY”

BELLECCI & ASSOCIATES, INC.
a California corporation

Dated: 10/19/2021
By (Signature): 
Name: Daniel Leary
Title: Principal
Principal Place of Business Address: 2290 Diamond Blvd., Suite 100
Concord, CA 94520
Email Address: daniel@bellecci.com
Telephone: (925) 685-4569

**AMENDMENT NO. 2
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**EXHIBIT A – SCOPE OF SERVICE
AMENDED NOVEMBER 1, 2021**

The Services to be performed for the City by the CONTRACTOR under this Agreement are more fully described in this Exhibit A. CONTRACTOR will furnish labor, equipment and materials to perform the following work in accordance with industry standards and in compliance with all federal, state and local laws and regulations.

1. Benicia Project

1.1. Project Description: The City of Santa Clara, Silicon Valley Power (SVP) is undertaking improvement work located on the City's off-site property at 2313 Lopes Road, Benicia, CA, known as the "Benicia Ranch".

1.1.1. The Benicia property (Benicia Property) is owned and maintained by the City for the purpose of future energy production. The Benicia Property was used as a dairy before the City acquired it.

1.1.2. Benicia Project will include existing structure demolition and site utility lateral stub out improvements. The following structures will be demolished on the Benicia Property:

1.1.2.1. Caretakers Dwelling Demolition: The Caretakers Dwelling structure (a 2500 SF single-family home and basement) is to be demolished. The Caretaker Dwelling is assumed to be of no historical value.

1.1.2.2. Milk House and Garage Demolition: The Property contains two (2) structures that have reached the end of their service life and must be demolished. The first structure is an old cattle milking parlor that has developed a large vertical crack in its cement/cinder block walls that are visible in the front and back making the structure structurally unsound. The second structure is a detached garage that has a cracked foundation. The Milking Parlor acts as a hub for the electrical distribution for the Property.

1.1.2.3. A project schedule for the Benicia Project is attached as Exhibit A-1.

1.2. Benicia Project – Preliminary Design – Completed June 2020

Services to be performed

1.2.1. Preparation of demolition plans including selection of a utility shed for this hub to be relocated.

1.2.1.1. Services include one field site visit by an Engineer, including travel

- 1.2.1.2. Deliverables:
 - 1.2.1.2.1. Demolition plans
 - 1.2.1.2.2. Utility shed plans
 - 1.2.1.2.3. Existing structural conditions narrative
- 1.2.2. 2' Well Evaluation –subcontracted to Luhdorff & Scalmanini (LSCE) - Completed May 2020
 - 1.2.2.1. LSCE will evaluate the condition, yield, and water quality of the subject well at Benicia Ranch. It is assumed that the pump is operational and that power is available to run the pump. LSCE will review available State of California Water Well Drillers Completion Reports to determine the construction details of the well.
 - 1.2.2.2. LSCE will perform visual inspection of the well head, discharge assembly, well seal, and well pad.
 - 1.2.2.3. LSCE will perform a minimum two-hour pump test. During the test, water levels and flowrate will be collected. Water levels will be plotted on a hydrograph and used to calculate yield and 24-hour specific capacity.
 - 1.2.2.4. LSCE will collect and submit water samples for Title 22 general physical, general mineral, and drinking water metals analysis.
 - 1.2.2.5. The home inspection report says there is no power to the well. Based on this, LSCE will provide temporary power via a generator and install temporary wiring to turn on the pump in order to make a condition evaluation.
 - 1.2.2.6. Deliverable: LSCE will submit a PDF report detailing the findings and results of the well evaluation and the fitness of the well for domestic supply. The report will also include recommendations of well repair or modification as warranted.
- 1.2.3. Electrical Engineering- subcontracted to Pezzoni Electrical Consultants (Pezzoni) - Complete May 2020
 - Pezzoni will perform the following:
 - 1.2.3.1. Engineering design of existing load and PG&E service relocation at the Benicia Ranch.
 - 1.2.3.2. Field verification of existing electrical as built conditions.
 - 1.2.3.3. Review of the existing building load connected to the system.
 - 1.2.3.4. Preparation of demolition drawings for the existing electrical system based on the site visit findings.
 - 1.2.3.5. Completion of design for relocation of PG&E Service.

- 1.2.3.6. Completion of PG&E application.
- 1.2.3.7. Design of site layout plan and PG&E load requirement sheet.
- 1.2.3.8. Design of new Service Panel for existing load re-connection.
- 1.2.3.9. Deliverables:
 - 1.2.3.9.1. Drawings submittal in PDF format, 90%
 - 1.2.3.9.2. Stamped drawings submittal in PDF format, 100%
- 1.2.3.10. Assumptions, Clarifications and Exclusions:
 - 1.2.3.10.1. One (1) site visit is included.
 - 1.2.3.10.2. Bellecci & Associates to provide AutoCAD (ACAD) backgrounds.
 - 1.2.3.10.3. Arc Flash, Short Circuit and Relay Coordination are not included in the scope of the Benicia Project.
 - 1.2.3.10.4. PG&E relocation fees is not included in the scope of work.
 - 1.2.3.10.5. Detail design of the site loads is not included in the scope of work.
- 1.2.4. Asbestos Evaluation – Complete [November 2019] subcontracted to Van Brundt
 - 1.2.4.1. Services:
 - 1.2.4.1.1. Van Brundt will provide a building inspection, sampling and report and laboratory testing and evaluation to determine if abatement work will be required prior to any demolition work being performed.
 - 1.2.4.1.2. Van Brundt tests and samples will include forty (40) Polarized Light Microscopy (PLM) / Lead samples, bulk four (4) Polychlorinated Biphenyls (PCB) samples and five (5) bulk concrete samples).
 - 1.2.4.2. Deliverable(s): Van Brundt will provide the following:
 - 1.2.4.2.1. Written inspection report identifying sample locations and hazardous materials that could impact the planned work. The report will detail inspection findings, list hazardous materials present, and provide required actions to abate, remove, or stabilize the materials. Attachments to this report will include laboratory reports,

Chain of Custody (COC), and sample location plans.

- 1.2.4.2.2. ACAD abatement drawings and a bid information sheet. ACAD drawings will show where hazardous materials are recommended or required for removal and will be used for Demolition Contractor bidding purposes.
- 1.2.4.2.3. Based on the inspection finding Van Brundt will also generate a hazardous materials cost estimate and man-power loaded schedule for the abatement for budgetary and scheduling purposes.
- 1.2.4.2.4. Abatement Project Design and Drawings
- 1.2.4.2.5. Cost Estimates and Schedules
- 1.2.4.2.6. Abatement Bidding Assistance
- 1.2.4.2.7. Oversight and Air Monitoring during Abatement (includes two [2] Transmission Electron Microscopy (TEM) area air samples per shift)
- 1.2.4.2.8. Clearance Air Monitoring (includes three [3] TEM samples per contained work area)

1.2.5. Civil Engineering/Base Mapping/Project Management Completed January 2021

Bellecci & Associates. Bellecci will provide the following services:

- 1.2.5.1. Aerial base map
- 1.2.5.2. Project management of the design team
- 1.2.5.3. Regular Project meetings (either in-person or by conference call)
- 1.2.5.4. Overall site layout plan and cover sheet
- 1.2.5.5. Combined technical specifications
- 1.2.5.6. Project schedule updates at each submittal
- 1.2.5.7. Combined construction cost estimates
- 1.2.5.8. Grading and backfill requirements at demolished buildings for positive surface drainage. Wet utilities stubs plan
- 1.2.5.9. Demolition plans. The following information will be noted on the final design:
 - 1.2.5.9.1. At least 50%, or more if required by local law, of the waste generated through the demolition

process must be diverted from landfills and recycled, either in the project or offsite.

1.2.5.9.2. All debris and waste generated through the demolition process shall be removed from the Property unless recycled for use in the Benicia Project.

1.2.5.9.3. A presentation of the plan set to SVP personnel before Bid set

1.2.5.9.4. Coordinate with SVP and sub consultants to research permits required and provide a list of the known permits

1.2.5.10. Erosion Control plans: Specifications for Storm Water Pollution Prevention Plan (SWPPP) to be completed by CONTRACTOR

1.2.6. After the initial submittal to the Solano County Planning Department, the Planning Department will generate a comment letter addressed to the design team that is typically several pages of conditions of approval. The conditions of approval may include items of work not anticipated in the contract scope of work, such as: off-site improvements, added engineering studies (traffic, drainage, etc.), and added exhibits. It is understood and agreed by both parties that all of items which may be requested by the permitting agency on a land development project cannot be anticipated during the proposal phase of the project. The scope of work prepared contains the items of work that would be typically required for a residential building project on a large rural parcel, and with enough detail that the plans can be stamped by the California Licensed engineer on the design. In the event that unanticipated additional work items are required, an Amendment to this Agreement shall be required in advance of starting work.

2. Loyalton Demolition Project:

2.1. Loyalton Demolition Project Description: SVP is undertaking a demolition project located on the City's remote property at 407 Dutchman Road, Chilcoat, CA (Loyalton Demolition Project).

2.1.1. The project location and project limits are shown in Exhibit A - 2 Attached (Figure 1 and Figure 2)

2.1.2. The property is owned by City and maintained by SVP. This Project will include existing structure demolition and stubbing out existing utilities.

2.1.3. A project schedule for the Loyalton Project is attached as Exhibit A-3.

2.2. Loyalton Demolition Project – Preliminary Engineering – Completed [January 2020]

Services to be performed

2.2.1. Project Management

- 2.2.1.1. Upon contract authorization, CONTRACTOR will be responsible for managing design team staff.
- 2.2.1.2. The key project management tasks that will be implemented by CONTRACTOR include establishing and updating the project schedule, monitoring the project budget, scheduling with key parties, and sub consultant coordination.
- 2.2.1.3. CONTRACTOR will review available reference material and background information for the project site from the City.

2.2.2. Field Visit by Civil Engineer

- 2.2.2.1. CONTRACTOR will spend one and a half days, including travel time, to visit the site, assess the site conditions, collect photographs of the interiors and exteriors of the buildings, approximately measure the building exteriors, and record field notes.
- 2.2.2.2. Prior to the site visit, SVP will provide the key to the locked gate. CONTRACTOR shall assure that the entry gate remains locked during the site visit.
- 2.2.2.3. The field engineer will note access obstructions such as low water crossings, low hanging trees, and other features that can affect the Demolition Contractor's ability to perform the work efficiently.
- 2.2.2.4. The data collected from the field visit will be used to prepare the project base map as described below.

2.2.3. Base Mapping

- 2.2.3.1. CONTRACTOR will prepare a project base map to serve as an ACAD base drawing for conceptual design and subsequent construction documents.
- 2.2.3.2. The base map will be a combination of an on-line aerial photograph adjusted with linework in ACAD based on the field review measurements and photographs collected.
- 2.2.3.3. The gravel/earthen access road which is approximately 2 miles will be on the cover sheet at 200 scale or as appropriate to fit on the sheet.
- 2.2.3.4. The entrance and gate will be enlarged in Google maps and shown on a separate enlargement along with some site photos of the entrance.

- 2.2.3.5. No field measurements or aerial mapping are included for the approach road to the property, as the Demolition Contractor is required to make a site visit as part of the bidding process.
- 2.2.3.6. No topographic surveys are included.
- 2.2.3.7. Deliverable(s): Base Map in a PDF format

2.2.4. Asbestos Evaluation/ Report subcontracted to Ezgo Environmental Services (EES)- Completed September 2020

- 2.2.4.1. EES (a firm with a Certified Asbestos Consultant in California) will provide an inspection report, sampling, laboratory testing, analysis, location maps, and a field evaluation to determine if abatement work will be required prior to the demolition work being performed by the Demolition Contractor during construction.
- 2.2.4.2. Tests and samples will include 25 asbestos samples, 10 lead samples, and four (4) PCB samples with corresponding analysis. EES will also perform PLM point counting for asbestos samples less than 1 %, if necessary. A hazardous materials checklist will also be included.
- 2.2.4.3. EES has identified that twenty-five (25) asbestos bulk samples, ten (10) lead bulk samples and four (4) PCB bulk samples and point counting of asbestos samples less than 1%, adequate for the size of the Loyaltan Project. EES has identified that an environmental assessment report in .PDF format consisting of an asbestos inspection, lead inspection, PCB inspection and household hazardous materials evaluation will be adequate prior to demolition of the structures on-site.
- 2.2.4.4. Deliverable(s): Report in a PDF format
- 2.2.4.5. Asbestos Plans and Cost Estimate – EES
 - 2.2.4.5.1. Should hazardous materials be found on-site EES will prepare an abatement scope for a licensed Demolition Contractor to remove these materials (whether they are building materials or loose hazardous household materials on the subject site) prior to demolition activities being performed.
 - 2.2.4.5.2. EES will prepare drawings to show where hazardous materials are required or recommended to be removed for bidding purposes. EES will also prepare a cost estimate for the abatement and disposal of any hazardous materials.

2.2.4.5.3. Deliverable(s): Electronic files in a PDF and Excel spreadsheet format

2.2.5. Draft Plans & Technical Specifications – Completed March 2020:

CONTRACTOR will prepare a demolition plan for the structures within the limits shown on Figure 2.

- 2.2.5.1. The structures to be demolished will be outlined and field measured with approximate dimensions. Each structure shown on the plan will be numbered with an approximate exterior square footage.
- 2.2.5.2. Specifications will include photographs of the interior and exterior of the buildings (two or four photos per page as appropriate).
- 2.2.5.3. The plans or specifications will include a photograph index of the location of the photos included in the specifications.
- 2.2.5.4. Photos of the access road and gate on the main road will also be shown so that bidders are aware of the site ingress and egress conditions.
- 2.2.5.5. The plans and specifications shall include requirements in regards to disposal of recyclable materials from demolition as required by SVP.
- 2.2.5.6. Included on the plans will be construction notes for: erosion control, site access and traffic control, mobilization, tree trimming (if needed), lump sum building demolition, lump sum asbestos abatement as described in the report, backfilling of excavated foundations, grading, and other items required to complete the demolition project.
- 2.2.5.7. The plans are prepared with the assumption that the bidders are required to visit the site as part of the bidding process, and the bidders will be permitted to review the structures as part of the bid. Therefore, detailed floor plans are not needed. If record drawings are available of the structures, they will be included in the plans, along with a description.
- 2.2.5.8. The plans will show a standard detail for backfill of voids and holes after the completion of the excavation.
- 2.2.5.9. The plans will include storm water protection devices which the Demolition Contractor will implement during construction. These measures will be the minimum required storm water protection that will be required for the Demolition Contractor's prepared Water Pollution Control plan.
- 2.2.5.10. A construction cost estimate will be prepared for the items shown on the plans. The cost estimate will include approximately 10-15 lump sum items to breakdown the work

required by the Demolition Contractor. Examples of items to be included on the cost estimate include erosion control, site access and traffic control, mobilization, tree trimming (if needed), lump sum building demolition, lump sum asbestos abatement as described in the report, backfilling of excavated foundations, grading, and other items required to complete the demolition project.

2.2.5.11. Deliverable(s): Electronic files in a PDF and/or MS Word format and/or Excel spreadsheet format Final Plans, Technical Specifications & Estimate (PS&E).

2.2.5.12. CONTRACTOR will revise PS&E based on comments from City. CONTRACTOR will update the cost estimate and technical specifications based on comments from the City. CONTRACTOR will issue Final Bid Drawings stamped and signed by a Professional Engineer.

2.2.6. Assumption: There are not required submittals to the local County and City Planning or Building Department. The scope of work prepared contains the items of work that would be typically required for a residential building demolition project on a large rural parcel, and with enough detail that the plans can be stamped by the California Licensed engineer on the design.

2.2.7. Deliverable(s): Electronic files in a PDF and/or MS Word format.

3. Construction Management (CM) Services

3.1. The intent of the project CM support is to provide as-needed CM and inspection of the subject property in regard to the Benicia Project as prepared by the CONTRACTOR / Engineer (Bellecci and Associates).

3.2. Project Management and Coordination for all phases of the project is included.

3.3. CONTRACTOR will perform the following services:

3.3.1. Pre-Construction Phase: Provide Project Management support during the pre-construction stages of the project including:

3.3.1.1. Pre-bid meeting: Attend the mandatory pre-bid meeting, in-person or virtual as required by SVP.

3.3.1.2. Pre-construction meeting: Attend a virtual pre-construction meeting.

3.3.1.3. Construction submittal review and coordination: Review and coordination of Construction Submittals and Requests for Information (RFI).

3.3.1.4. Review Contractor site documentation (photos or videos, etc.) for Demolition Contractor, Fence Contractor, or Site Remediation Contractor as applicable.

3.3.2. Construction Phase.

- 3.3.2.1. Public Notification Coordination and Public Relations: Public relations including notification and coordination with adjacent property owners and other agencies as required including responding to questions from adjacent property owners, other agencies, and other stakeholders.
- 3.3.2.2. Construction Meetings and Project Coordination: Conduct construction meetings and project coordination. Six (6) with the six (6) virtual meetings,
- 3.3.2.3. Construction Support: Construction support including weekly report, RFI, change orders, partial and final payment verification.
- 3.3.2.4. Construction Inspection with the following assuming full time inspector for approximately 30 working days and includes attendance at on-site weekly meetings.

3.3.3. Hazmat Site Review Coordination Benicia

- 3.3.3.1. Provide project administration and documentation
- 3.3.3.2. HazMat testing coordination and review including project administration and documentation
- 3.3.3.3. HazMat remediation support
- 3.3.3.4. Certified payroll review

3.3.4. Post-Construction Support including:

- 3.3.4.1. Project construction, site (final) inspection and punch list inspection.
- 3.3.4.2. Project close-out documentation.
- 3.3.4.3. Oversight of record drawing preparation including red-lined record drawings.
- 3.3.4.4. Final reports and transmittal of all project files and record drawings including close-out report including photographs, final construction costs, as-built mark-ups.

3.4. DELIVERABLES: CONTRACTOR will

- 3.4.1. Deliver weekly inspection reports to SVP.
- 3.4.2. Answer RFIs and respond to submittals.
- 3.4.3. Submit a final close-out report, including, but not limited to photographs, final construction cost, and as-built mark-ups.

3.5. Assumptions:

- 3.5.1. Cost estimate assumes authorization prior to wet-rainy or winter weather conditions. Additional costs associated with weather shall be approved, in writing, in advance. In the event that such additional costs will result in total costs exceeding the amount in Section 6 of the Agreement, an amendment to this Agreement must be executed before such work is started.
 - 3.5.2. CONTRACTOR will start work in this section following the Notice to Proceed (NTP) from SVP to the Demolition Contractor.
 - 3.5.3. No materials testing and/or surveying is included.
 - 3.5.4. Cost estimate is based upon final plans as prepared by CONTRACTOR and site accessibility.
- 3.6. SVP will provide an entrance/permission letter or other type of authorization from SVP including any authorization required from adjacent property owners and any current lock codes to enter each property.
4. Bellecci is the responsible licensed engineer of record for this proposal: Daniel Leary PE (C48394) or James M. Schaaf, PE (CA 42898).
5. The level of effort, hours expended, not exceed the number of hours and costs in Exhibit B.
- 5.1. In the event that additional hours are required that exceed the amounts detailed in Exhibit B, CONTRACTOR shall provide justification to the City. City and Contractor shall reasonably negotiate an Amendment to this Agreement as needed to address any additional costs. An Amendment to this Agreement is required before any work that will result in costs exceeding the amount in Section 6 of the Agreement as Amended.
 - 5.2. Miscellaneous Expenses allowance is included for items such as, but not limited to mileage, prints, and postage.

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EXHIBIT A – 1**

**PROJECT SCHEDULE
BENICIA PROJECT MANAGEMENT**

ID	Task Name	Duration	Status
1	NTP	1 day	Complete
2	Mapping, Preliminary Engineering & Studies/Reports	14 weeks	Complete
3	Final Design	12 weeks	Complete
4	Advertise	4 weeks	Included in Amendment No. 2
5	Award and NTP	6 weeks	Included in Amendment No. 2
6	Construction	10 weeks	Included in Amendment No. 2

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EXHIBIT A – 2
LOYALTON PROPERTY**

Figure 1 – Project Location Map - Task 3.2



Figure 2 – Project Limit - Task 3.2



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EXHIBIT A – 4**

**PROJECT SCHEDULE
LOYALTON DEMOLITION PROJECT
(EXHIBIT A SECTION 2 - Completed March 2020)**

ID	Task Name	Duration	Status
1	NTP	1 day	Complete
2	Engineer Site Review, Mapping, Draft submittal & Asbestos Reports	6 weeks	Complete
3	Final Design	3 weeks	Complete
4	Advertise	4 weeks	Cancelled
5	Award and NTP	6 weeks	Cancelled
6	Construction	5 weeks	Cancelled

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EXHIBIT B – COMPENSATION AND FEE SCHEDULE
AMENDED JULY 1, 2021**

1. Services shall be provided according to the rates in Exhibit B-1 - Time and Materials Hourly Rate Schedule incorporated herein by reference. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the service.
2. Labor rates outlined in Exhibit B-1 may be requested by CONTRACTOR to adjust no greater than annually after January 1, 2022 subject to reasonable notice and justification to the City. City approval or denial of the adjusted rates will be provided in writing (e-mail acceptable).
3. Cost Estimates:
 - 3.1. CONTRACTOR shall manage projects within the cost estimates in the Exhibits listed below and incorporated by reference.
 - 3.1.1. Exhibit B – 2 Cost Estimate - Benicia Ranch Demolition & Utility Services Project Final Design - Construction Documents and Construction Support.
 - 3.1.2. Exhibit B – 2 Cost Estimate - Loyalton Demolition Project - Final Design
 - 3.1.3. Exhibit B – 4 Project Construction Management for Benicia Project
 - 3.2. CONTRACTOR shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will result in costs exceeding the estimate without executed amendment to this Agreement.
 - 3.3. Subject to written approval of the City, CONTRACTOR may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the projects identified in each cost estimate.
4. Authorization for Work:
 - 4.1. In the event that Contractor is requested to perform additional work not included in the scope of this Agreement or if a task exceeds the Budget outlined in Exhibit's B-1 – B-3, Contractor shall submit a proposal for such additional work.
 - 4.2. If remaining contingency funds are available in the Agreement to complete the project quoted, Contractor may perform such additional work upon written authorization of the City (e-mail acceptable).
 - 4.3. If insufficient contingency funds are available to complete proposed work, an Amendment to this Agreement shall be executed in advance of starting work. No products or services that will commit or authorize funds in excess of the

contingency funds outlined in will be provided unless both Parties execute an Amendment to this Agreement.

5. Reimbursable Expenses

5.1. Pass-Through Costs:

- 5.1.1. In some cases, CONTRACTOR may pass-through costs such as, but not limited to, subcontracted activities or materials.
- 5.1.2. Such Pass-Through Costs shall be included in any quotes for services.
- 5.1.3. When these Pass-Through Costs occur, CONTRACTOR may invoice City for these costs and may include a markup of up to ten percent (10%).
- 5.1.4. CONTRACTOR shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.

5.2. Reimbursement of expenses is subject to the following conditions.

- 5.2.1. Expenses shall be reimbursable only to the extent that CONTRACTOR submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.
- 5.2.2. Travel-related expenses (mileage, lodging, meals, etc.).
- 5.2.3. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).
- 5.2.4. <https://www.gsa.gov/travel-resources>
- 5.2.5. The City shall not reimburse local travel (within Santa Clara County).

6. Payment Provisions

- 6.1. **Monthly Invoices.** On a monthly basis, CONTRACTOR shall prepare an invoice which includes an itemization of time and materials spent on a services included in this Agreement for the preceding month.
- 6.2. All monthly invoices shall include a written itemization of the authorized expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred in a format that will permit City to verify rates are the same as those authorized in the Agreement.

- 6.3. CONTRACTOR shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.
- 6.4. Upon receipt of an approved itemized written invoice from CONTRACTOR including submittal of certified payroll using LCP Tracker where applicable, City shall process CONTRACTOR's invoice for services performed and authorized costs incurred during that billing period.

EXHIBIT B-1

TIME AND MATERIALS HOURLY RATE SCHEDULE

	RANGE
ENGINEERING & PLANNING SERVICES	
Principal	\$ 220 - \$240
Project Manager	\$ 190 - \$210
Construction Manager	\$ 190 - \$210
Professional Engineer	\$ 190 - \$205
Senior Engineer	\$ 170 - \$180
Design Engineer/Associate Engineer/Project Engineer	\$ 150 - \$165
Senior Public Works Inspector	\$ 145 - \$160
Assistant Engineer	\$ 135 - \$145
Public Works Inspector	\$ 125 - \$145
Engineering/Surveying Technician	\$ 125 - \$145
Clerical	\$ 60 - \$ 75
 LAND SURVEYING SERVICES	
Professional Land Surveyor	\$ 195 - \$210
Survey Coordinator	\$ 165 - \$175
Survey Technician	\$ 135 - \$145
Flag Person	\$ 90 - \$100
1-Man Survey Crew	\$ 190 - \$205
2-Man Survey Party	\$ 270 - \$285
3-Man Survey Party	\$ 355 - \$365
 LEGAL AND EXPERT SERVICES	
Depositions and Trial Testimony	\$ 325
 <u>REIMBURSABLE EXPENSES</u>	
Mileage (per current IRS reimbursement rate)	
In House Printing:	
Bond.....	\$0.20/sf
Mylar.....	\$5.00/sf
Large Format Color Presentation	\$2.50/sf
Color Copies – 8.5" x 11".....	\$1.00/ea
- 11" x 17"	\$1.90/ea
Outside Printing & Delivery Services:	Cost + 10%
Subcontractors:	Cost + 10%

Overtime work will be charged at 135% of the standard hourly rates, however, no overtime will be charged without prior authorization by the client. All current rates include insurance, vehicle rental, laptop usage, etc.

**AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND BELLECCI & ASSOCIATES, INC.**

EXHIBIT B – 2 COST ESTIMATE

**BENICIA RANCH DEMOLITION & UTILITY SERVICES PROJECT
FINAL DESIGN - CONSTRUCTION DOCUMENTS AND CONSTRUCTION SUPPORT**

Task	Bellecci	Ware Associates	Van Brunt	Luhdorff & Scalmanini	Pezzoni	Task Total	Completed
	Civil Engineering & Project Management	Structural Engineering	Asbestos	Well Evaluation / Mechanical Engineers	Electrical Engineers		
1	Demo caretakers House	\$7,000	\$3,000			\$10,000	06/2020
2	Asbestos Evaluation / Report			\$4,078		\$4,078	06/2020
3	Asbestos Plans			\$2,000		\$2,000	06/2020
4	Well Evaluation				\$6,250	\$6,250	06/2020
5	Utility Shed Design				\$5,000	\$5,000	06/2020
6	Garage Demolition Design	\$3,000				\$3,000	06/2020
7	Milk House Demolition Design	\$6,000				\$6,000	06/2020
8	Site Civil Design/Specifications	\$25,000				\$25,000	06/2020
9	Project Management	\$5,500				\$5,500	06/2020
10	Base Mapping	\$4,000				\$4,000	06/2020
11	WARE: Bid and Construction Support (T&M Allow)		\$1,000			\$1,000	
12	Bellecci Construction Support (T&M Allow)	\$6,500				\$6,500	
13	Sub consultant Contingency (20%)		\$800	\$1,216	\$1,250	\$1,000	\$4,266
14	Printing & Delivery (allowance)	\$1,000				\$1,000	
15	Sub Mark-up (10%)		\$480	\$729	\$750	\$600	\$2,559
SUBTOTAL		\$58,000	\$5,280	\$8,023	\$8,250	\$6,600	
Total Basic Services						\$86,153	

**AMENDMENT NO. 2
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BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND BELLECCI & ASSOCIATES, INC.
EXHIBIT B – 3 COST ESTIMATE
LOYALTON DEMOLITION PROJECT
FINAL DESIGN - CONSTRUCTION DOCUMENTS AND CONSTRUCTION SUPPORT**

		Bellecci	Ezgo Environmental Services (EES)	Task Total
Basic Services				
Task		Civil Engineering & PM	Asbestos Report	
1	Engineer Site Visit assessment measurements photos lone each: 1.5 days senior engineer - truck - hotel - gas}	\$2,740		\$2,740
2	Project Management	\$1,826		\$1,826
3	Base Mapping (from site visit and on-line aerial)	\$1,600		\$1,600
4	Asbestos Evaluation/Report/Plan		\$6,100	\$6,100
5	Civil/ Demolition Plan (1st submittal)	\$7,200		\$7,200
6	Cost Estimate (1st submittal)	\$300		\$300
7	Technical Specifications (1st submittal)	\$3,500		\$3,500
8	Plans, Tech Specifications, Estimate (Final submittal)	\$4,650		\$4,650
9	PDF Submittals	\$0		\$0
10	Sub consultant Contingency {20%}		\$1,220	\$1,220
11	Sub Mark-up (10%)		\$732	\$732
SUBTOTAL		\$21,816	\$8,052	
Total Basic Services				\$29,868
Distribution of contingency to distribution of effort to vary during the project development process				

AMENDMENT NO. 2
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EXHIBIT B-4 COST ESTIMATE

TASK #	PROJECT BUDGET ESTIMATE RATE (\$/HR) TASKS DESCRIPTION	230 PIC	190 PROJ. MNGR.	128 PW INSPECTO	135 ASST. ENGR.	84 CONST. ADMIN.	HRS./ TASK	DIRECT COST	10% MARK-UP	TOTAL COST
3	BENICIA PROJECT CONSTRUCTION MANAGEMENT									
3.3.1	Pre-construction Phase									
3.3.1.1	Pre-Bid Meeting	0	2	8	0	1	11			\$1,468.00
3.3.1.2	Preconstruction Meeting	0	1	1	0	0	0			\$318.00
3.3.1.3	Construction Submittal Review and Coordination	0	2	4	0	0	6			\$892.00
3.3.1.4	Review Contractors Preconstruction Site Documentation (Photos and/or Videos)	1	1	2	0	0	4			\$676.00
5.2	Miscellaneous Expenses (Mileage, Prints, Postage, etc.)							\$0	\$0	\$0.00
	Subtotal	1	6	15	0	1	21	\$0	\$0	\$3,354.00
3.3.2	Construction Phase									
3.3.2.1	Public Notification Coordination and Public Relations		0	2	0	0	2			\$256.00
3.3.2.2	Construction Meetings & Project Coordination		6	6	6	6	18			\$2,292.00
3.3.2.3	Construction Support	1	4	16	0	0	21			\$3,038.00
3.3.2.4	Construction Inspection		0	160			0	\$0	\$0	\$20,480.00
3.3.3	Hazmat Site Review Coordination	4	4	10	8	8	41	\$5,000	\$600	\$10,072.00
	Subtotal	5	14	194	0	14	41	\$6,000	\$600	\$36,138.00
3.3.4	Post-Construction Phase									
3.3.4.1	Post Construction Site Inspection and Punch List	0	0	4	0	0	4			\$512.00
3.3.4.2	Project Close-out Documentation	0	2	2	2	2	6			\$764.00
3.3.4.3	Oversight of Record Drawing Preparation		0	4	0	0	4			\$512.00
3.3.4.4	Final Reports and Transmittal of all Project Files and Record Drawings		2	2	0	0	0			\$636.00
3.3.4.5	Miscellaneous Expenses (Mileage, Prints, Postage, etc.)							\$250	\$250	\$260.00
	Subtotal	0	4	12	0	2	14	\$0	\$250	\$2,674.00
	TOTAL	6.0	24.0	221.0	0.0	17.0	76.0	\$6,000	\$850	\$42,166.00
	Contingency (Use of Contingency subject to Exhibit B, Section 4)									
	TOTAL									\$8,521.00
	TOTAL									
										\$50,687.00
*** If required by the California Labor Code Prevailing Wage Determination, if an apprentice is available CONTRACTOR will have an apprentice inspector on-site. Estimate for apprenticeship hours for both sites is 48 + 24 = 72 hours + office paperwork)										
										\$3,292.00
										\$53,979.00
										Total including Apprenticeship

**AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND BELLECCI & ASSOCIATES, INC.
EXHIBIT D**

LABOR COMPLIANCE ADDENDUM

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

A. PREVAILING WAGE REQUIREMENTS

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

Such payrolls shall be submitted through the LCP Tracker system. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

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

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no

cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to CONTRACTOR until CONTRACTOR has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to CONTRACTOR until all required documentation is submitted. Any payment by the City despite CONTRACTOR's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.