

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS  
FOR THE  
CITYWIDE ELECTRIC VEHICLE CHARGING INSTALLATION PROJECT**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Blair, Church & Flynn Consulting Engineers, a California corporation (Consultant). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.” Throughout this Agreement “Contractor” and “Consultant” are used interchangeably and refer to Consultant.

**RECITALS**

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

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Milestone Schedule

Exhibit F - Project Management Document Software

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

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin upon the date this Agreement is signed by both parties and terminate on December 31, 2031. Services may not commence until City issues a written notice to proceed.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

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

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

## **4. WARRANTY**

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

## 5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

All documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar Projects.

## 6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one million three hundred seventy-four thousand five hundred ninety-five dollars (\$1,374,595) 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 Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

## 7. TERMINATION

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

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

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

## **9. NO THIRD PARTY BENEFICIARY**

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

## **10. INDEPENDENT CONSULTANT**

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

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

#### **11. CONFIDENTIALITY OF MATERIAL**

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

#### **12. OWNERSHIP OF MATERIAL**

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

#### **13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant

agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

**14. HOLD HARMLESS/INDEMNIFICATION**

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

**15. INSURANCE REQUIREMENTS**

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

**16. WAIVER**

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

**17. NOTICES**

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

City of Santa Clara  
Attention: Department of Public Works – Design Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [engineering@santaclaraca.gov](mailto:engineering@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Consultant addressed as follows:

Blair, Church & Flynn Consulting Engineers  
Attention: David Mowry  
451 Clovis Avenue, Suite 200  
Clovis, CA 93612

and by e-mail at [Dmowry@bcf-engr.com](mailto:Dmowry@bcf-engr.com)

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

## **18. COMPLIANCE WITH LAWS**

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

## **19. CONFLICTS OF INTEREST**

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

## **20. FAIR EMPLOYMENT**

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

## **21. NO USE OF CITY NAME OR EMBLEM**

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

## **22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party

shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

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

**26. STATEMENT OF ECONOMIC INTERESTS**

Due to the nature of the Services to be performed, and if they are designated positions required to file by the City of Santa Clara Conflict of Interest Code, designated employees of Consultant shall promptly file a Statement of Economic

Interests (Form 700) upon commencement of the Agreement in accordance with California Government Code section 87200, et seq.

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

\_\_\_\_\_  
JÖVAN D. GROGAN  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS**  
a California corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: David Mowry

Title: President & CEO

Principal Place of 451 Clovis Avenue, Suite 200

Business Address: Clovis, CA 93612

Email Address: Dmowry@bcf-engr.com

Telephone: (559) 326-1400

Fax: (559) 326-1500

"CONSULTANT"

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**EXHIBIT A  
SCOPE OF SERVICES**

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

**I. GENERAL**

**Objective**

The City's Objective is for Consultant to provide all design professional services necessary to design and implement electric vehicle chargers (EVCS) for both public and city-owned fleet vehicles in an effort to meet the City's goal to reduce greenhouse gas emission and California's Advanced Clean Fleets regulation as contemplated in the City's Request for Proposals (RFP), the Consultant's response to the RFP (Proposal), and as described herein this Agreement.

This Scope of Services is anticipated as necessary to meet City's objectives. Consultant and City agree that this Scope of Services incorporates Consultant's professional qualifications and experience and will meet the City's objectives.

**Background and Project**

On December 5, 2025, the City was programmed to receive grant funding from Silicon Vally Power under the Municipal Government and Nonprofit EV Charging Station Grant to install various EVCS citywide, which include the following locations:

<u>No.</u>	<u>Location</u>	<u>Address</u>	<u>EVSE Type</u>	<u>Public/Fleet</u>	<u>Charging Stations</u>	<u>Level 2 Total ports (fleet)</u>	<u>Level 3 Total Ports (fleet)</u>	<u>Level 2 Total ports (public)</u>	<u>Level 3 Total Ports (public)</u>
1	Fire Station 2/Training Center	1900 Walsh Ave	Level 2	Fleet	3 dual port	6	0	0	0
2	Fire Station 6	888 Agnew Rd	Level 2	Fleet	2 dual port	4	0	0	0
3	Fire Station 8	2400 Agnew Rd	Level 2	Fleet	2 dual port	4	0	0	0
4	Mission Cemetery	420 N Winchester Blvd	Level 2	Fleet	1 dual port	2	0	0	0

5	Utility Yard – DC Fast Chargers	1715 Martin Ave	DCFC	Fleet	2 dual DCFC	0	4	0	0
5	Utility Yard	1715 Martin Ave	Level 2	Fleet	20 dual	40	0	0	0
6	Santa Clara Police Department	601 El Camino Real	Level 2	Fleet	10 dual	20	0	0	0
7	Central Park Library (option 2 - from SVP pole)	2635 Homestead Rd	Level 2 and Level 3	Public	Combination	0	0	8	1
8	Senior Center (back lot)	1303 Fremont St	Level 2	Public	1-dual	1	0	0	0
9	City Hall	1500 Warburton Ave	Level 2 and Level 3	Public and Fleet	15 dual	6	4	8	4
10	CRC	969 Kiely Blvd	Level 2	Public and Fleet	1-dual	1	0	0	0
11	DVR Power Plant	850 Duane Ave	Level 2	Fleet	3-dual	6	0	0	0

This Agreement provides design professional services for a project entitled Citywide Electric Vehicle Charging Installation Project (Project) to install EVCS consistent with the above-referenced table.

### **Baseline Solution**

The professional services necessary for the design and installation of the above table of EVCS locations is considered the Baseline Solution for the purposes of the Agreement. The City reserves the right to change or modify the locations, the Electric Vehicle Supply Equipment (EVSE) type(s), the number of ports, or other changes or modification based on City’s needs. Consultant shall incorporate any changes or modifications as directed by City as needed to meet City’s needs.

Should there be deviations from the Baseline Solution that results in services or fees being materially or significantly different than represented for the Baseline Solution, the Scope of Services and Schedule of Fees shall be addressed by City and Consultant in an amendment to this Agreement prior to Consultant proceeding with any services deviating from the Baseline Solution.

This Scope of Services and Schedule of Fees represents all design professional services to be provided by Consultant as necessary to implement the Baseline Solution.

### **Description of Services**

Consultant is expected to provide complete, professional, high-quality Services and products; to consult City personnel, and others who are involved with the Project; and to provide the expertise, guidance, advice, and assistance in accomplishing the objective.

Below is a general description of the of services to be provided by Consultant deemed necessary to meet the Project Objective under the Agreement; however, it is the responsibility of Consultant to independently assess the Project and provide any such services as deemed necessary to meet the Objective for the Project.

Consultant shall:

- 1) Perform all design professional engineering services in accordance with the Department of Transportation Standard and Details, City Standard Plans and Specifications, City Parks and Recreation Standard Specifications and Details, American Disability Act (ADA) Design Guidelines, CalOHSAs, latest building and fire codes, Municipal Regional Permit, General Construction Permit, County of Santa Clara permit and other applicable codes and standards, and other applicable codes and standards recommended by the Consultant. The City shall have the right to review all drawings, specifications, and other documents and electronic records relating to such services.
- 2) Perform detailed site assessment and investigation.
- 3) Review all existing as-builts and available data.
- 4) Perform all necessary geotechnical engineering assessments.
- 5) Perform all necessary soil sampling to characterize necessary offhaul of materials.
- 6) Identify potential traffic issues affecting local residents and include construction contract language to minimize disruption and impacts.
- 7) Assist the City in coordinating with outside agencies for any potential utility conflicts presence.
- 8) Coordinate with outside entities using City's Notice to Intent to Construct forms, or similar process at Consultant's discretion, to obtain existing utility maps for the area. Consultant shall be responsible for ascertaining which utilities have presence at the site(s) in order to obtain the maps.
- 9) Identify any potential CEQA and environmental impacts based on the proposed improvements.
- 10) Complete field investigations of all infrastructure that will be affected by Project. Based on the field investigations, prepare plans showing any existing infrastructure including utilities that have potential conflicts with the Project.
- 11) Prepare plans showing all existing manholes, catch basins, utility covers, cabinets, pull boxes, poles, structures, or other surface features.

- 12) Prepare plans showing all existing utility wires, conduits, and pipes.
- 13) Prepare plans showing all landscaping, trees, and irrigation pipes and valve covers.
- 14) Recommend potholes if necessary to positively locate potential utility conflicts.
- 15) Incorporate lessons learned from previous similar projects.
- 16) Provide assistance in obtaining all required permits, as necessary;
- 17) Evaluate and survey existing site and constraints, including access.
- 18) Conduct a detailed review of existing utilities and coordinate with the City and other utility providers to confirm capacities, connection points, and any relocation or upgrade requirements. Utilities for review include, but are not limited to the following:
  - a. Electrical
  - b. Sanitary Sewer
  - c. Fiber
  - d. Storm drain
  - e. Water
  - f. Recycled water.
- 19) Provide full engineering design services including, but not limited to, surveying, geotechnical, structural, civil, mechanical, electrical, low voltage, plumbing, fire protection, and stormwater as applicable.
- 20) Support the City through all required permitting processes, including coordination with the City's building official or Building Department, Fire Department, regulatory agencies, utility companies, environmental authorities, and other applicable jurisdictions.
- 21) Design to meet City's solid waste requirements.
- 22) Submit a plan of work for the City's review and approval prior to proceeding with any field work that involves subsurface excavation and/or coring.
- 23) Provide Americans with Disabilities Act (ADA) compliance design for related improvements.
- 24) Assess existing building structural elements to determine potential upgrades to install EVCS.
- 25) Provide all necessary calculations required by building codes, including calculations required for the project.

- 26) Identify lead times for specialty equipment and materials in order to facilitate the project schedule. Determine needs and help facilitate orders as soon as possible. Consultant shall be required to contact applicable manufacturers and contractors to obtain accurate lead time for specialty equipment and materials.

### **Consultant Structure**

Consultant shall provide the Services described herein through a Project team, comprised of Consultant and sub-Consultants identified as follows:

1. Consultant: Blair, Church & Flynn Consulting Engineers
2. Sub-Consultants to Blair, Church & Flynn Consulting Engineers:
  - a. Ground Penetrating Radar Systems, LLC
  - b. Digging Done Right LLC dba Hydro Pros

Any changes to the consultant structure through the course of services is subject to approval in writing by City. All services described in this Scope of Services shall be self-provided by Blair, Church & Flynn Consulting Engineers unless specifically described otherwise, or otherwise approved in writing by City.

## **II. RESPONSIBILITIES OF CITY**

City will provide the following information and support for the Project as-available and applicable:

- A. Record drawings (as-available).
- B. City's Standard Details, Specifications, Benchmark, and Design Criteria.
- C. Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- D. Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles (as-available).
- E. Payment of permit application fees with other internal departments, if required.
- F. Filing exemption under the California Environmental Quality Act, if applicable.

Consultant shall review the information provided by City to verify completeness and identify any missing information that is necessary for design.

## **III. BASIC SCOPE OF SERVICES**

The Basic Scope of Services includes professional Services required to design and prepare bid documents (plans, specifications, and engineer's estimate or PS&E) for public works bidding of the Project. The following Tasks shall be completed by Consultant.

### **PROJECT MANAGEMENT**

Consultant shall:

- 1) Manage its team and overall Project activities consistent with the direction from City in order to meet Project schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update City on the overall progress of Project.
- 2) Submit plan of work to City for review and approval prior to proceeding for any field work that involves subsurface excavation and/or coring.
- 3) Organize and attend Project meetings with City to discuss Project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key Project milestones and shall include, but are not limited to:
  - a. Kick-off and Field Visit Meeting
  - b. Preliminary/Evaluation Meeting
  - c. 65% Design Review Meeting
  - d. 95% Design Review Meeting
  - e. 100% Design Review Meeting
  - f. Applicable construction related meetings
  - g. Any other meetings identified in this Agreement
- 4) Coordinate with City, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of Project as well as the Quality Assurance/Quality Control (QA/QC) activities for Project deliverables.
- 5) Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at construction contract award. Schedule shall show significant milestones for Project. Consultant shall notify City if there are delays or potential delays in any phase of Project. In such cases, Consultant shall make up the schedule in subsequent phases of Project or provide information to City substantiating a request for time extension (which may not be approved). The schedule shall be always maintained and shall be updated each time progress and milestones are achieved and/or changed.
- 6) Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as a project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated City staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding Project moving forward raised by City or Consultant. During the course of Services while there is active work on the Project, Consultant shall schedule and attend brief bi-weekly (every other week) conference calls with City. The purpose of the bi-weekly conference calls will be to keep City apprised on the Project's progress

and address any issues that may arise during the course of Services.

- 7) Provide monthly progress reports.
- 8) Stakeholder Coordination: Consultant shall coordinate with Project stakeholders as needed to inform each stakeholder of Project work and incorporate any necessary accommodations into the final submittal documents.
- 9) Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow-up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.
- 10) Conduct QC reviews in accordance with its QA Program guidelines. Consultant shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.
- 11) Invoicing and Contract Administration: Consultant administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the Consultant's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the Consultant's basic hourly rates and shall not be billed.
- 12) City Project Management Software: City at the time of this Agreement employs the use of internet-based e-builder project management software. Consultant shall cooperate with City and use the software as directed by City, including submitting invoices via the software.
- 13) Payment for all responsibilities related to Project Management shall be included in the various tasks identified in Exhibit B, Schedule of Fees.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each Project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).

## **TASK 1: PRELIMINARY ENGINEERING AND EVALUATION**

- 1.1 Attend Project Kick-Off Meeting.
- 1.2 Perform all necessary assessments and investigations to determine the existing conditions and propose recommendations to City for the improvements. Contact all regulatory agencies that will affect the proposed work to determine applicable codes and ordinances. Review all necessary as-builts to understand existing conditions in order to prevent utility conflicts and changes during construction.
- 1.3 Consultant shall perform a field review of Project location(s) and prepare field notes that generally describe conditions that may affect the work, such as existing conditions, visible surface utility information, traffic conditions, physical obstructions, and construction access.
- 1.4 Review existing geotechnical and geologic information, including previous studies and as-built drawings as available, for any potential issues associated with excavation. Notify City if there could be any expected complications with the excavations based on review of the existing information.
- 1.5 Contact all regulatory agencies that will affect the proposed work to determine applicable codes and ordinances.
- 1.6 Collect as-built record drawings/maps for storm drain pipelines, utilities and roads within the site and vicinity of Project sites. Review all necessary as-builts to understand existing conditions, verify completeness and identify any missing information that is necessary for design in order to prevent utility conflicts and changes during construction. For information that is required for non-City maintained facilities, contact the appropriate owner to obtain information, as needed.
- 1.7 Meet with City staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, and structural.
- 1.8 Any damage that occurs to existing sidewalk, landscape, utility pipes, conduits, etc., during the construction shall be repaired.
- 1.9 Perform needed topographic survey for existing sites, plans layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the design plans.
- 1.10 Perform all necessary environmental assessment and predemolition surveys, as applicable for the Project.
- 1.11 Perform all necessary accessibility assessment and surveys to meet latest

building codes and accessibility regulations.

- 1.12 Perform all necessary utility modeling and calculations for applicable upsize and upgrades to meet Project Objectives.
- 1.13 Consultant shall prepare a Notice of Intent to Construct (NOI) on City's standard NOI form, or similar process at Consultant's discretion, and submit it utility operators in order to gather records for existing utilities at Project locations. Location map exhibits will be required to be submitted as part of the NOI. Consultant shall provide City a draft of the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide City all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within Project limits that may be impacted by the work.
- 1.14 All data collected from the field shall be provided to the City for records. Prior to performing data collection, Consultant shall provide a work plan to City for review and approval. No work shall be performed unless authorized by City.
- 1.15 Based upon the review of the existing conditions evaluate alternative methods to upgrade existing system and propose recommendations to City for the most appropriate upgrade method. Consider factors such as cost, constructability, capacity after upgrades, diversions and bypassing, redundancies, service life, and future operations and maintenance considerations for the upgraded facilities.
- 1.16 Based upon the recommended method evaluate and propose recommendations for programming the upgrades into construction bid packages in order to perform the upgrades as cost effectively and efficiently as possible. Formalize the findings under this Task for City's review and approval.
- 1.17 Provide preliminary Project estimate that includes an itemized list of bid items for construction. Project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. Consultant shall provide the assumptions and supporting documents used to prepare the estimate. Project estimate shall consider the following factors:
  - 1.17.1 Recent similar Projects bid in the Bay Area, especially in the South Bay.
  - 1.17.2 Current economic trends.
  - 1.17.3 When Project will be bidding.
  - 1.17.4 When construction will occur.
  - 1.17.5 The risks that contractors need to consider for Project.

- 1.18 Develop a project schedule. Schedule shall include all needed times to complete all tasks, including City's review time, permitting process, and construction period.
- 1.19 Any work that affects the public right-of-way, which includes geotechnical boring, potholing, excavation, and other that are similar in nature requires submittal of a complete encroachment permit applications. Requirements of the encroachment permit applications are online on City's website and typically include traffic control plan, work plan, insurance, re-establishment plan, and other necessary documents. City will pay for all related encroachment application fees; however, Consultant shall bear all costs related to submitting the encroachment permit applications.
- 1.20 Environment Review – Exemption: It is anticipated that the Project to be designed and constructed will be determined as either categorically exempt under the California Environment Quality Act (CEQA) Guidelines 15302 (c), Replacement or Reconstruction.
- 1.21 Consultant shall review the preliminary designs for the proposed upgrades to recommend CEQA determination and regulatory permits needed, if any, and prepare a brief memorandum to document and support the recommendation. Should any services beyond an exception (such as an Initial Study – Mitigated Negative Declaration) become required to ensure the upgrades comply with CEQA, such work shall be considered Additional Services.
- 1.22 In accordance with the anticipated exemption, Consultant shall prepare a Notice of Exemption for the qualifying upgrades included in Project. The Notice of Exemption will be submitted in draft for the City review and revised/finalized for submittal based on the City reviews. Consultant shall file the Notice of Exemption on behalf of City. City will pay the County/CDFW filing fees.

Task 1 Deliverables – Electronic format:

1. Notice of Intent to Construct Form(s)
2. Draft Schematic Plans – One (1) PDF
3. Preliminary Budget Estimate – One (1) PDF
4. Project schedule – One (1) PDF
5. Field notes and photographs
6. Meeting Minutes – One (1) PDF
7. Memorandum of CEQA Determination Recommendation, Draft Notice of Exemption – (1) PDF, Submittal-Ready Notice of Exemption (PDF) if required.

**TASK 2: 65% CONSTRUCTION DOCUMENTS**

Based on the approved schematic plans, approved project scopes, and any adjustments authorized or directed by the City, the Consultant shall develop and refine the design, and prepare construction documents.

Plans shall be drawn to scale, on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum, conforming to City's Design Criteria. Plans are to be drawn by AutoCAD 2021 or earlier versions, using City-provided standard AutoCAD template with background layout from Consultant's topographic survey.

- 2.1 Prepare 65% construction documents and supporting information for City's review. Consultant shall follow City's Design Criteria and plan format to prepare 65% Plans and supporting information for City's review. Plans with details of major design components as necessary such as: Site Plan, Existing Condition, Proposed Improvement, Traffic Control Plan, Details, and other pertinent information for City to review and provide comments.

65% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information relating to proposed improvements such as, but not be limited to, layouts, fence, gate, pedestrian pathway, property lines, site entrance/exist driveway, adjacent streets shall be shown.

All potential utility conflicts shall be discussed with City and coordinated with each respective utility agency to clear all conflicts. Project plan shall clearly identify all existing utilities that will be and potentially be impacted during construction.

- 2.2 Prepare Project estimate that includes an itemized list of bid items. Project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The Consultant shall provide the assumptions and supporting documents used to prepare the estimate. Project estimate shall consider the following factors:

- 2.2.1 Recent similar projects bid in the Bay Area, especially in the South Bay.
- 2.2.2 Current economic trends.
- 2.2.3 When Project will be bidding.
- 2.2.4 When construction will occur.
- 2.2.5 The risks that contractors need to consider for Project.

- 2.3 Develop Project schedule. Schedule shall include all needed times to complete all tasks, including City's review times, permitting process, and construction period.
- 2.4 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 2.5 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

- 2.6 City will circulate the submittal package to internal City departments for review and comments. Consultant shall be responsible for submitting the package to external stakeholders if required. Consultant shall prepare written responses to all written comments received. All redlined drawings shall be returned with Consultant's response on the redlined drawings.
- 2.7 Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved. Consultant shall conduct a 65% comments review meeting with City to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate City's comments.
- 2.8 Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review, team members involved, and signature of the project manager.

Task 2 Deliverables – Electronic format:

1. 65% Plans – One (1) PDF and one (1) AutoCAD file.
2. 65% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
3. Project schedule – One (1) PDF and one (1) Microsoft Project file.
4. Quality control checklist for 65% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
5. Miscellaneous Project information (as requested).
6. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
7. QA/QC records and peer review records.

**TASK 3: 95% CONSTRUCTION DOCUMENTS**

Based on City's comments and direction on the 65% PS&E, Consultant shall revise the 65% PS&E to produce the 95% PS&E. Consultant shall:

- 3.1 Prepare 95% construction documents and supporting information for City's review and approval.
  - 3.1.1 Construction details of proposed improvements shall be included in the 95% Plans.
  - 3.1.2 Provide technical specifications.
  - 3.1.3 Provide modified sections to City standard specifications to suit Project. Modified sections include, but not be limited to, general information,

summary of work, measurement, and payment for bid items, permitting and agency regulatory requirements, etc.

- 3.2 Prepare an updated engineering cost estimate.
- 3.3 Prepare an updated Project schedule.
- 3.4 Meet with City staff, as needed, to review City comments on 95% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 3.5 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 3.6 Provide written response matrix to City's comments on 65% PS&E.
- 3.7 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates). Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review, team members involved, and signature of the project manager.
- 3.8 Provide required information to City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for City's frontend specifications shall include, but not be limited to, the following:
  - a. Description of work – summary only
  - b. Type of Contractor's License required.
  - c. Construction Duration for substantial completion and final completion
  - d. Bid schedule without engineer's estimate in excel spreadsheet.
  - e. Bid schedule with engineer's estimate in excel spreadsheet.
  - f. Requirements for Contractor's Statement of Qualifications (e.g., experience requirements for similar work and contract values)
  - g. Identification of any changes to City's Standard Specifications that are required

Task 3 Deliverables – Electronic format:

1. 95% Plans – One (1) PDF and one (1) AutoCAD file.
2. 95% Specifications – One (1) PDF and one (1) Microsoft Word file.
3. 95% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
4. Updated Project schedule – One (1) PDF and one (1) Microsoft Project file.
5. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.

6. Quality control checklist for 95% design submittal.
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
8. Required information to City's Project Specific Specification Book
9. QA/QC records and peer review records

#### **TASK 4: 100% CONSTRUCTION DOCUMENTS**

Based on City's comments and direction on the 95% PS&E, Consultant shall revise the 95% PS&E to produce the 100% PS&E. Consultant shall:

- 4.1 Prepare 100% construction documents and supporting documents.
  - 4.1.1 Phase percentage statement such as "100% Plans. Not for Construction" shall be removed from the 100% Plans and each sheet of the plans set shall be stamped and signed by CONSULTAN's Engineer of appropriate discipline.
  - 4.1.2 Specifications shall be stamped and signed (on Document 00030 – Seals) by Consultant's Engineer in Responsible Charge.
- 4.2 Prepare an updated Engineering Cost Estimate with backup and justifications for pricing.
- 4.3 Prepare an updated Project Schedule.
- 4.4 Provide Documents for City's PS&E approval process. Required documents are, but not be limited to, engineer's estimate using the schedule of quantities format, recent similar project bid summaries to validate engineer's estimate, Consultant Peer Review Certification, Consultant Lessons Learned from other similar projects that were applied to Project.
- 4.5 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates). Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review, team members involved, and signature of the project manager.
- 4.6 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal.

A statement to indicate Peer Review has been performed and name, signature, and title of the Engineer who performed it shall be added to the Plans Cover Sheet.

Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer.

“The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made.”

- 4.7 Prepare and submit a Special Inspection Form for Project, if applicable.
- 4.8 Meet with City staff as needed to review City comments on 100% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 4.9 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 4.10 Provide written response matrix to City’s comments on 95% PS&E.
- 4.11 Provide list of potential bidders including company name, email address, contact number, and address of business.
- 4.12 The City shall review the 100% Design Submittal Package (Plans, Specifications, Engineer’s cost estimate, and Project bid and construction schedule) to ensure that all comments and issues have been rectified. After the 100% Design Submittal Package has been deemed acceptable, City staff will then submit the 100% Design Submittal Package to the Building Division and Fire Department for review and approval.

Task 4 Deliverables – Electronic format:

1. 100% Plans – One (1) PDF and one (1) AutoCAD file.
2. 100% Specifications – one (1) PDF and one (1) Microsoft Word file.
3. Structural Calculations if required – One (1) PDF.
4. Certification of Peer Review – One (1) PDF
5. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
6. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
7. Certification of Peer Review – One (1) PDF.
8. Quality control checklist for 100% design submittal.
9. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
10. QA/QC records and peer review records

**TASK 5: BID DOCUMENTS**

The Bid Documents shall incorporate all comments from City including comments from Public Works, Sewer and Water, SVP, and any other stakeholders that are involved

in Project. Based on City's comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. Consultant shall:

- 5.1 Incorporate City review comments of 100% PS&E into Bid Documents.
- 5.2 Incorporate permit issuers' comments into P&S and coordinate with permitting departments and agencies to obtain acceptance of permit application package. Consultant make sure to address all comments from the permit issuer. Noted that the project cannot move forward with bid documents without resolving any comments from the permit issuer.
- 5.3 Prepare Bid Documents (P&S).
  - 5.3.1 Bid Plans shall be wet stamped and signed by Consultant's Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-size sheets.
  - 5.3.2 Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
  - 5.3.3 Final Engineer's Estimate
- 5.4 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 5.5 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates). Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review, team members involved, and signature of the project manager.

Task 5 Deliverables – Electronic and hard copy format:

1. Bid Plans – One (1) PDF of wet-signed/stamped, D-size and one (1) AutoCAD file.
2. Bid Specifications – One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
3. Bid Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file
4. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
5. Quality control checklist for bit set submittal.
6. QA/QC records and peer review records

**TASK 6: BID AND AWARD PHASE ASSISTANCE**

Consultant shall provide assistance to City during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested. All services completed within this task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

Upon request, Consultant shall:

- 6.1 Attend and conduct one Pre-Bid Conference/Site Visit.
- 6.2 Assist City with responses to bidder's inquiries through City's Project Manager.
- 6.3 Assist City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.
- 6.4 Assist City in evaluating bids (if required by City).
- 6.5 Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract documents (Plans and Specifications) incorporating any and all addenda (if needed).
- 6.6 Prepare bid summary that includes bid costs from all bidders and engineer's estimates. Consultant shall perform detailed QA/QC and provide the bid summary to the City within 3 calendar days from bid opening date.

Task 6 Deliverables – Electronic format:

1. Written response to bidder's inquiries, if needed – Signed PDF.
2. Addenda to the Bid Documents, if needed – Signed PDF.
3. Written recommendation letter to award of contract for Project, if needed – Signed PDF.
4. Conformed Set, if needed – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications.

**TASK 7: CONSTRUCTION PHASE ASSISTANCE**

The City's Field Services Division will have primary responsibility for construction management and inspection. Consultant's responsibility to provide basic services for the construction phase under this Agreement commences with the award of construction contract and terminates on the date City approves the notice of completion of Project. All services completed within this Task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

The amounts included in the Schedule of Fees are based upon the Consultant's experience and judgment of the services anticipated to become provided for the

Project by Consultant based on the Baseline Solution.

Upon request, Consultant shall:

- 7.1 Consultant will assist City in providing administration of the contract for construction. Duties, responsibilities and limitations of authority of Consultant shall not be restricted, modified, or extended without written agreement of City.
- 7.2 Consultant shall attend the Pre-construction meeting.
- 7.3 Consultant shall plan for 10 construction site visits. During these site visits, Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meetings, and other meetings as required by City. Consultant's subconsultants shall visit the site as required when work related to their discipline is in progress.
- 7.4 Consultant shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit. Consultant shall plan for up to 10 visits.
- 7.5 Consultant shall attend bi-weekly virtual construction meetings for the entire construction duration. Consultant will be required to support City with various construction questions and concerns and provide timely response.
- 7.6 In addition to the construction observation visits, Consultant shall review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. Consultant will be allowed a maximum of seven (7) calendar days for review of submittals. Consultant's review shall not constitute review of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract document.
- 7.7 Consultant shall respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs that impact Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact Project schedule.

- 7.8 Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by City, Consultant shall review Change Order (CO) pricing and provide written responses for City's review and finalizing said Cos.
- 7.9 When requested by City, Consultant shall conduct reviews to assist City to determine the date or dates of Substantial Completion and the date of Final Completion. Consultant's decisions with City approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.
- 7.10 Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in determining if Project is ready for the stage of completion requested by the Contractor. Consultant shall provide City with a written recommendation.
- 7.11 Consultant shall perform a walk-through of Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of Project site with City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.
- 7.12 Consultant shall review Contractor-supplied Operation and Maintenance manuals and Warranties to determine their completeness and compliance with Construction Contract and provide written recommendation for acceptance.

Task 7 Deliverables – Electronic and hard copy format:

1. Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions.
2. Signed PDFs of COs' recommendations.
3. Signed PDFs of Field reports by Consultant and sub-consultants.
4. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.

**TASK 8: POST-CONSTRUCTION PHASE**

All services completed within this Task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

If requested, Consultant shall:

- 8.1 Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. Consultant may, at its own expense, prepare and retain a

copy of each drawing for its permanent file.

- 8.2 At the City's discretion, the City may consider red-lined drawings prepared by Contractor or prepared by City to serve as the Record Drawings for the project and in such case, Consultant shall review the red-lined drawings for accuracy based upon Consultant's knowledge of the construction.

#### Task 8 Deliverables – Electronic and hard copy format:

1. Record Drawings – One (1) PDFs and one (1) AutoCAD files.

#### **OPTIONAL SERVICES:**

Optional Services are defined as Services that have been mutually contemplated by City and Consultant as potentially becoming necessary to meet the Project Objective and within the Baseline Solution, but the performance of Services by Consultant will be determined by City during the course of Services. Optional Services are further defined as having a specific scope of Services with associated fees provided in the Schedule of Fees.

Consultant shall proceed with Optional Services only upon written authorization to proceed by City, and shall only be invoiced if agreed by City and Consultant in writing prior to performing Services.

Fees for Optional Services shall be considered as a subset of the fees for Basic Scope of Services as described in the Schedule of Fees.

At the request of the City, Consultant shall provide a detail work plan to the City for review and approval as part of the authorization process of each Optional Task.

#### Optional Task 1: Soil Identification

Consultant shall take various soil samples of the area that will be impacted by subsurface excavation. These various soil samples shall be tested and characterized for offhaul based on Class III, Class II, and Class I in accordance with the State and Federal hazardous waste regulations.

The Schedule of Fees included in Attachment B is a budget allowance established by City. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

#### Optional Task 2: Impacted Soil Delineation

In the event that impacted soils are discovered during soil sampling, the City may choose to perform additional soil sampling to limit the extent of Class I or Class II soils for disposal. This scope is projected as results from one sampling event may indicate additional step out sampling if required.

The Schedule of Fees included in Attachment B is a budget allowance established by City. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

#### Optional Task 3: Soil Management Plan

In the event that impacted soils are reported onsite, Consultant shall prepare a Soil Management Plan to guide contractors on safe handling and disposal requirements. The Plan shall include the following items at the minimum:

- Provide protocols for removal of impacted soil at the site and procedures for managing unanticipated hazardous debris or soil if encountered during construction.
- Minimize the potential for impacted soil to be encountered during construction activities.
- Minimize or eliminate potential exposure of receptors to impacted soil through direct contact, ingestion, and inhalation during planned construction.
- Minimize or eliminate the potential for uncontrolled migrations of impacted soil during construction.
- Comply with local, state, and federal regulations.

The Schedule of Fees included in Attachment B is a budget allowance established by City. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

#### Optional Task 4: Utility Potholing

Perform utility potholing to locate underground utility lines or to confirm any conflicts with the existing utilities. Potholing is assumed to be no more than 6'-0" deep.

- a) Identify the locations of potholes.
- b) Confirm the locations with the City.
- c) Potholing contractor shall obtain no-fee encroachment permit prior to excavation.
- d) The contractor shall provide traffic control plan and comply with City potholing requirements.
- e) Resolve conflicts if any are found.

The Schedule of Fees included in Attachment B is a budget allowance established by Consultant. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

#### Optional Task 5: Arc Flash Analysis & Labeling

Consultant shall review switch gear, panel breakers, and other electrical information, then perform an Arc Flash Analysis to determine required personal protective equipment and safe work practices.

The Schedule of Fees included in Attachment B is a budget allowance established by Consultant. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

Optional Task 6: Additional EVCS Level 2 Design (this optional task assumes 20 additional ports)

Consultant shall design additional EVCS level 2 ports for both current sites and new sites, as directed by the City.

The Schedule of Fees included in Attachment B is a budget allowance established by City. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

Optional Task 7: Additional EVCS Level 3 Design (this optional task assumes 10 additional ports)

Consultant shall design additional EVCS level 3 ports for both current sites and new sites, as directed by the City.

The Schedule of Fees included in Attachment B is a budget allowance established by City. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS  
FOR THE  
CITYWIDE ELECTRIC VEHICLE CHARGING INSTALLATION PROJECT**

**EXHIBIT B  
SCHEDULE OF FEES**

**I. GENERAL PAYMENT**

The total payment to the Consultant for Basic Services, including Optional Services, as stated in **Exhibit A**, Scope of Services, shall not exceed the sum of \$1,195,300. The amount billed to City for Additional Services shall not exceed the sum of \$179,295. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$1,374,595, subject to budget appropriations.

Consultant shall bill City on a monthly basis based on the Services provided by Consultant during the invoice period and in a format approved by City and subject to verification and approval by City. Billing shall be proportionate to the Services performed and deliverables completed for each task during the invoice period. The invoice shall describe the Task completed, percentage of Services and deliverables completed by Task, and total invoice amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice. All invoices shall provide a written description of Services performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

Subconsultant(s) invoice(s) pass-through billed through Consultant to City shall be consistent with the terms contained within this Agreement. Consultant shall be responsible for ensuring conformance of each subconsultant invoice with these terms, including the fees allocated for each Task, prior to billing City.

**II. BASIC SERVICES**

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to Services rendered and on a Time-and-Material not-to-exceed basis.

The Consultant fee allocated to each Task, as shown in the table that follows, shall be the Consultant's full compensation for all the Consultant Services required for

the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate fees amongst Tasks or to or from Additional Services or Optional Services at the City's sole discretion. The Consultant shall bill for services provided under the appropriate Task and will not be allowed to charge to future or inactive Tasks unless approved in writing by City. The Consultant shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the Services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, and the table that follows, require pre-approval in writing by City prior to performing any Services under the Task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the Services to be provided. Fees for Optional Tasks shall be considered as Basic Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the table that follows table include all subconsultant fees, profit, and administrative markups. The following table is a summary of the Tasks based upon the negotiated Cost Proposal, submitted by Blair, Church & Flynn Consulting Engineers April 9, 2026 and agreed by City and Consultant, incorporated herein to this Exhibit B by reference.

**Cost Proposal Summary:**

<b>Description</b>		<b>Amount</b>
<b>Services</b>		
Task 1	Preliminary Design	\$ 229,200
Task 2	65% Construction Documents	\$ 77,000
Task 3	95% Construction Documents	\$ 69,600
Task 4	100% Construction Documents	\$ 49,400
Task 5	Bid Documents	\$ 26,400
Task 6	Bid Support Assistance	\$ 46,800
Task 7	Construction Support	\$ 42,000
Task 8	Record Drawings and Project Close-out	\$ 38,400
Subtotal		\$ 578,800
<b>Optional Services</b>		
	Optional Task 1: Soil Identification	\$ 80,000
	Optional Task 2: Impacted Soil Delineation	\$ 80,000
	Optional Task 3: Soil Management Plan	\$ 80,000
	Optional Task 4: Utility Potholing	\$ 27,000
	Optional Task 5: Arc Flash Analysis & Labeling	\$ 49,500
	Optional Task 6: Additional EVCS Level 2 Design (this optional task assumes 20 additional ports)	\$ 180,000
	Optional Task 7: Additional EVCS Level 3 Design (this optional task assumes 10 additional ports)	\$ 120,000
Subtotal		\$ 616,500
<b>Total</b>		<b>\$ 1,195,300</b>

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed one million one hundred ninety-five thousand three hundred dollars (\$1,195,300).

### **III. REIMBURSABLE EXPENSES**

Reimbursable Expenses shall not be billed by the Consultant or subconsultants under this Agreement. Full compensation for all expenses shall be considered as included in the Consultant's hourly rates.

Any discrepancy between Reimbursable Expenses listed within Consultant's, or subconsultant(s)', rate schedules as referenced in Section V, RATE SCHEDULE of this Exhibit B and the above shall be resolved in favor of the above.

### **IV. ADDITIONAL SERVICES**

Additional Services consists of work not included in the Scope of Services described within this Agreement. Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Billing and payment for Additional Services shall be consistent with the terms set forth in this Agreement. Billing and payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed.

### **V. RATE SCHEDULE**

#### **Personnel Charges**

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the Project.

Rates by classification for Consultant and subconsultants follow below ('Rate Sheets') and shall be fixed through December 31, 2026. Any classifications added, or employees changing classifications, are subject to approval in writing by City.

Any discrepancy between the terms listed herein this Exhibit B and the Rate Sheets that follow shall be resolved in favor of the terms listed herein this Exhibit B.

After December 31, 2026, rates may be adjusted as described herein. Consultant shall propose any adjusted rates in writing for City's consideration and acceptance in writing. Adjusted rates shall be no more than the percentage of difference between the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland-Hayward, CA, area between the effective date of this Agreement and the CPI as may be available and nearest to and in advance of the month in which the adjustment is contemplated and shall be capped at a maximum of 3% for each adjustment. Rates changed by calculation shall be rounded to the nearest whole dollar. Only one adjustment is allowed per annum.

Consultant understands and agrees that adjustments to rates does not cause an adjustment in the Fees established for Tasks or adjustment to the maximum compensation under this agreement. Consultant shall be required to provide the full services as described in Attachment A in accordance with the Fees established in this Attachment B, regardless of adjustments to rates.

Consultant will bill subconsultants at actual cost plus a maximum allowable markup of 10%. Subconsultants will bill at actual cost for any further tiered subconsultants or subcontractors at cost plus allowable markup of 10%, or as shown on the following Rates Sheets, whichever is less. In no case shall any pass-through markups billed to City exceed 25% more than the original cost.

It is expressly understood that this Project is subject to prevailing wages, in conformance with Attachment D, Prevailing Wage Addendum.

(Rate Sheets on Following Pages)

**Primary Consultant – BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS:**

**General Consulting Fee Schedule**

January 01, 2026

Classification	Hourly Rate	Classification	Hourly Rate
<b>Professional Engineering Services</b>		<b>Technical Services</b>	
<b>Civil / Structural / Mechanical / Electrical</b>		Senior Engineer / Surveyor	\$140
Principal PE	\$200	Lead Engineer / Surveyor	\$130
Senior PE	\$185	Project Engineer / Surveyor	\$120
Lead PE	\$165	Staff Engineer / Surveyor	\$110
Project PE	\$140	Assistant Engineer / Surveyor	\$100
Staff PE	\$130	Senior Designer	\$135
		Lead Designer	\$125
<b>Professional Land Surveying Services</b>		Project Designer	\$115
Principal PLS	\$200	Staff Designer	\$105
Senior PLS	\$185	Assistant Designer	\$95
Lead PLS	\$165		
Project PLS	\$140	<b>Field Services</b>	
Staff PLS	\$130	Construction Manager	\$160
		Construction Inspector	\$140
<b>Professional Landscape Architecture Services</b>		Senior Field Tech	\$135
Principal RLA	\$175	Lead Field Tech	\$115
Senior RLA	\$150	Project Field Tech	\$100
Lead RLA	\$130	1-Person Survey Crew	\$150
Project RLA	\$115	2-Person Survey Crew	\$240
Staff RLA	\$100	1-Person Survey Crew (Prevailing Wage)	\$220
		2-Person Survey Crew (Prevailing Wage)	\$420
<b>Project Delivery &amp; Advisory Services</b>			
Principal Consultant	\$180	<b>Expert Witness Services</b>	
Senior Consultant	\$150	Deposition, Dispute Resolution, Testimony	\$400
Lead Consultant	\$125		
Senior Coordinator	\$120	<b>Direct Costs</b>	
Lead Coordinator	\$100	Subconsultants	Cost x 1.10
Project Coordinator	\$75	Materials	Cost
		Equipment Rental	Cost
<b>Environmental Services</b>		Mileage	IRS Rate
Principal Environmental Specialist	\$175	Hotel & Per Diem	Cost
Senior Environmental Specialist	\$150		
Lead Environmental Specialist	\$135		
Project Environmental Specialist	\$115		

**Subconsultant Billing Rates:**



**PROJECT COSTS**

SERVICE	DESCRIPTION			
FIELD SERVICES	<b>Sacramento/Bay Area/Fresno</b>			
	<b>Type of Work</b>	<b>2 Hr Min</b>	<b>Half</b>	<b>Full</b>
	Concrete/Utility	\$750	\$1,200	\$2,400
	Concrete/Utility Prevailing Wage	\$1,000	\$1,300	\$2,600
	Concrete/Utility Weekday Night	\$1,800	\$1,800	\$3,600
	Concrete/Utility Saturday 12am-Noon	\$1,800	\$1,800	\$3,600
	Core Saturday Noon-Mon 5am	\$2,200	\$2,200	\$4,400
	Video Pipe Inspection*	\$1,450	\$1,900	\$2,900
	Video Pipe Inspection PW*	N/A	\$2,050	\$3,200
	VPI Weekday Night*	N/A	\$2,850	\$4,125
	VPI Saturday 12am-Noon*	N/A	\$2,850	\$4,125
	VPI Saturday Noon-Mon 5am*	N/A	\$3,800	\$5,800
	*-Mob cost not included for VPI work in Fresno area			



SERVICE DESCRIPTION (DBE, SBE, VOSB, MBE, SBA, EZ8)	UOM	CA
Hydro Excavation Truck with Operator / Standard Time	Hourly	\$325.00
Hydro Excavation Truck with Operator/ Over Time	Hourly	\$375.00
Hydro Excavation Truck with Operator/Double Time	Hourly	\$425.00
Additional Man Standard	Hourly	\$150.00
Additional Man Overtime	Hourly	\$175.00
Additional Man Double time	Hourly	\$200.00
Combo Jetter Truck Services w/ Operator / Standard	Hourly	\$350.00
Combo Jetter Truck Services w/ Operator / Overtime	Hourly	\$400.00
Combo Jetter Truck Services w/ Operator / Double Time	Hourly	\$450.00
Coring / Saw Cutting	Hourly	*project specific
Breakout & Disposal	Hourly	*project specific
Backfill w/ Compaction	Hourly	*project specific
Hot Patch w/ Tee Cut	Hourly	*project specific
Mobilization/Demobilization	Hourly	*project specific
CCTV Video Pipe Inspection	Daily	\$4,150.00
GPR Utility Locate	Daily	\$3,550.00
Orientation Training	Hourly	\$100.00
Pot Hole report	Each	*project specific
Street Sweeper Truck with Operator	Hourly	\$220.00
Remote Hose	Per Foot	\$5.00
Burner Surcharge	Hourly	\$25.00
Supply Water	Load	\$150.00
Disposition - Standard - offsite	Each	Cost + 15%
Disposal - Non-Haz - offsite	Ton	Cost + 15%
Materials	TBD	Cost + 15%
Rolloff Truck 10 wheeler or Rocket Launcher	Hourly	\$175.00
Vacuum Box	Daily	\$50.00
10 yard bin	Daily	\$50.00
20 yard bin	Daily	\$50.00
40 yard bin	Daily	\$50.00
Containment Berm	Daily	\$50.00
Hazardous Waste Disposal and Mitigation	TBD	*project specific
Frac Tank	Daily	\$50.00
Vacuum Tanker	Hourly	\$180.00
Dump Truck / End Dump	Hourly	\$175.00
Fluctuating Fuel Recovery - Currently a fluctuating fuel surcharge will be applied to all invoices at a monthly calculated rate -adjusted based upon the average cost of diesel as published by <a href="http://www.eia.gov">www.eia.gov</a> .	12%	Subject to Department of Energy Average

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CITYWIDE ELECTRIC VEHICLE CHARGING INSTALLATION PROJECT**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

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

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office (ISO) form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

- c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

## B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

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

## C. WORKERS' COMPENSATION

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

## D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or

two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

#### E. COMPLIANCE WITH REQUIREMENTS

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

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

## F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the Project will be submitted to City for review.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

## G. EVIDENCE OF COVERAGE

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

## H. EVIDENCE OF COMPLIANCE

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

certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara – Public Works Department

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: [ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com)

#### I. QUALIFYING INSURERS

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

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**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. If applicable to the Services, Consultant or its subconsultant(s), as applicable, shall comply with the following requirements.

A. Prevailing Wage Requirements

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, Consultants 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. Consultants and subconsultants 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](http://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, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
6. In addition to submitting the certified payrolls and related documentation to City, Consultant and all subconsultants shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the Project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No Consultant or subconsultant 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 Consultant or subconsultant 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. Consultants MUST be a registered "public works Consultant" 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 Consultants/subconsultants 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 Consultant". Those you fail to register and maintain their status as a public works Consultant shall not be permitted to perform work on the Project.
10. Should any Consultant or subconsultants not be a registered public works Consultant and perform work on the Project, Consultant 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 Consultant'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 Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon Consultants and subconsultants 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.

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**EXHIBIT E  
 MILESTONE SCHEDULE**

<u>Description of work and task</u>	<u>Duration</u>
Task No. 1 – Preliminary Engineering and Evaluation	10 weeks
Task No. 2 – 65% Construction Documents	6 weeks
Task No. 3 – 95% Construction Documents Package	5 weeks
Task No. 4 – 100% Construction Documents Package	4 weeks
Task No. 5 – Final Bid Documents	2 weeks
Task No. 6 – Bid Support Assistance	2 days response time for clarifications and questions
Task No. 7 – Construction Support	7 days response time
Task No. 8 – Post-Construction	2 weeks to prepare record drawings

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**EXHIBIT F  
PROJECT MANAGEMENT DOCUMENTATION SOFTWARE**

**1.0 GENERAL**

This section is intended to describe the use of e-Builder Enterprise™ (e-Builder) a web-base Project management software, as the median for Project documentation and reporting. All costs associated with the use of the software is inclusive of the Project Exhibit B – Schedule of Fees.

**2.0 e-BUILDER Project MANAGEMENT SOFTWARE PROGRAM**

The City of Santa Clara is currently using e-Builder Project Management for all related Project management tasks. Consultant is required to comply with all requirements specified in this Exhibit F – Project MANAGEMENT DOCUMENTATON SOFTWARE.

**3.0 REQUIREMENTS**

**A. General Requirements:**

1. Consultant and SubConsultants shall provide at a minimum, the following to its staff:
  - a) Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher;
  - b) Computer Operation System: Windows XP or later and OS X v10.8 or later;
  - c) Web Browser: Microsoft Internet Explorer 10.0 or later, Google Chrome v29.0.1 or later, Mozilla Firefox v35.0.1 or later, Safari v6.0.4 or later, Safari for iOS mobile v6.1 or later. Other browsers such as Microsoft Edge, Google Chrome for iOS, and Google Chrome for Android are available on e-Builder; however, but some features might not work as expected;
  - d) Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook;

- e) Scheduling Software: Microsoft Project or Primavera;
  - f) Internet Service Provider: A reliable ISP in the area of the Project;
  - g) Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream.
2. Consultant and SubConsultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis

**B. Project Web Requirements:**

1. This Project utilizes a web-based Project management tool, e-Builder. This web-based application is a collaboration tool, which will allow all Project team members continuous access through the Internet to important Project data as well as up to the minute decision and approval status information.
2. Consultant and SubConsultants shall conduct Project controls, outlined by the City, utilizing e-Builder. This designated web-based application will be provided by the City at no costs to the Consultant and the SubConsultants. No additional software will be required. Furthermore, the City Project Manager will assist Consultant in providing training of SubConsultant's personnel.
3. Consultant and SubConsultants shall have the responsibility for visiting the Project web site on a regular basis, and as necessary to be kept fully apprised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include, but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Change Directives, Potential Change Orders, Change Order Requests, Change Orders, etc. All supporting data including, but not limited to, shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, Submittals, etc. and the like will be submitted in digital format via e-Builder.

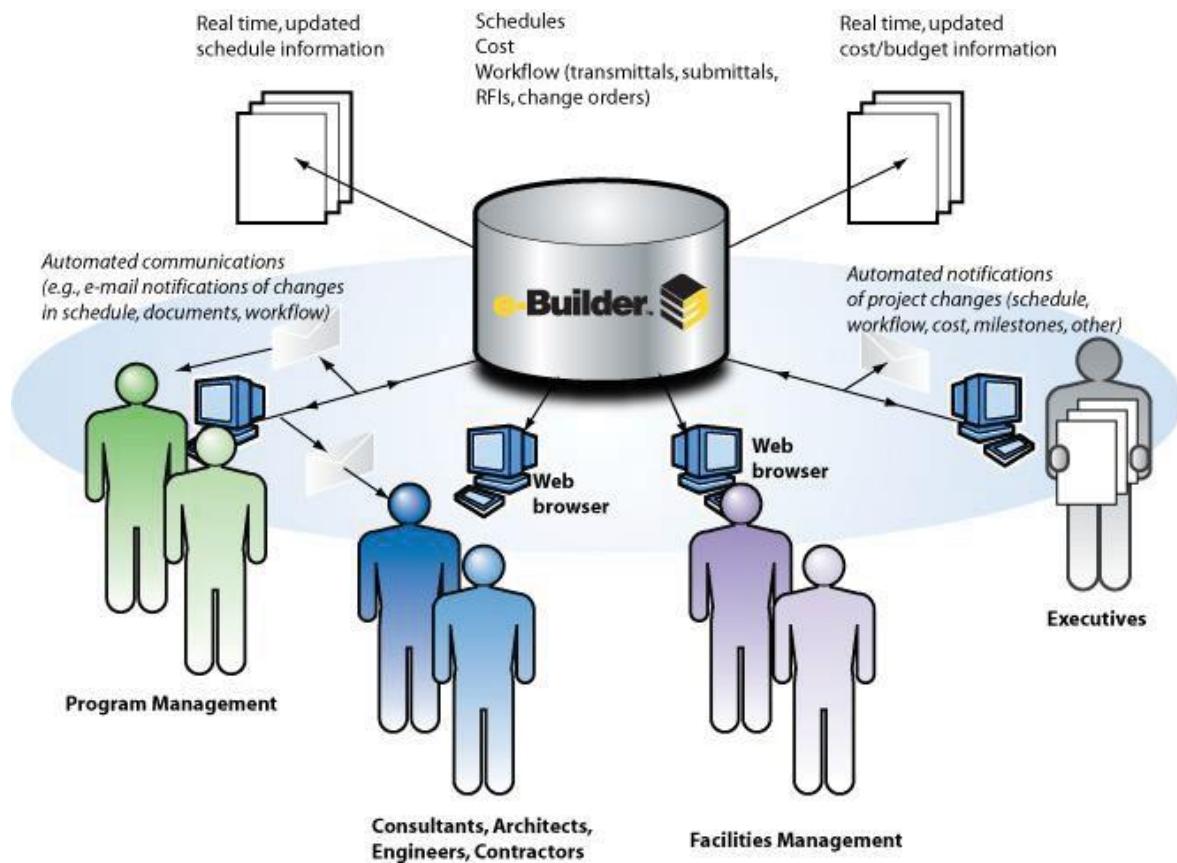
**C. Electronic File Requirements:**

1. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Consultant and SubConsultants

shall also submit all closeout documents including all “As-Built Drawings”, catalog cuts, and Owner’s Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

#### **4.0 IMPLEMENTATION REQUIREMENTS**

- A. e-Builder is a comprehensive Project and Program Management system that will be implemented for managing documents, communications, and costs between the Contractor, Sub-contractors, Consultant, Sub-Consultants, and Owner. e-Builder includes extensive reporting capabilities to facilitate detailed.
- B. Project reporting in a web-based environment that is accessible to all parties and easy to use.
- C. Central Document Vault: e-Builder system includes a central database that maintains all Project information and manages Project communications amongst team members.
- D. Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of Project members.
- E. Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder by the City.
- F. Reporting: All of the Project and program data including documents, communications, and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



## 5.0 LICENSING REQUIREMENT

- A. User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Consultant as well as its SubConsultants and/or Suppliers.
- B. Each user license includes full access to e-Builder, including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:
  1. All hosting, operation, maintenance, and data backup of the e-Builder software and documents which are maintained in state-of-the-art data centers located throughout the United States.
  2. Quarterly e-Builder software enhancements.
  3. Unlimited phone, email, and web-based support 24-hours.
- C. e-Builder user licenses shall be obtained by the City, Owner Manager, and QA/QC Agencies for which the Design Consultant is not responsible.