

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, a California corporation, with its principal place of business located at 1171 Homestead Road, Suite 255, Santa Clara, CA 95050 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and,
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers, and licensed professional land surveyors; and,
- C. Consultant represents that it, and its subcontractors, 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 PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Consultant shall furnish all technical and design professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Consultant acknowledges that the execution of this Agreement by City is predicated upon representations made by Consultant in that certain document entitled "Design

Professional Services Water Main at Bridge Crossings” dated January 24, 2018 (“Proposal”) set forth in Exhibit A, which constitutes the basis for this Agreement.

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 on the Effective Date of this Agreement and terminate on June 30, 2020.

3. CONSULTANT’S SERVICES TO BE APPROVED BY A LICENSED DESIGN PROFESSIONAL.

- 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. QUALIFICATIONS OF CONSULTANT - STANDARD OF WORKMANSHIP.

Consultant represents and maintains that it has the necessary expertise in the professional calling necessary to perform 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.

The plans, designs, specifications, estimates, calculations, reports and other 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.

5. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Consultant’s operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Consultant constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

6. WARRANTY.

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Consultant agrees to promptly replace or 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 or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

7. PERFORMANCE OF SERVICES.

Consultant shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it. Consultant will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONSULTANT.

Consultant shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed 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 and Consultant shall be and remain liable to City in accordance with applicable law for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Consultant shall not in any respect absolve Consultant from the responsibility Consultant has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. 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 at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month, subject to verification by City. City will pay Consultant within thirty (30) days of City's receipt of invoice.

11. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Consultant shall discontinue further services as of the effective date of termination, and City shall pay Consultant for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

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 subcontractors without express written permission from City.

14. 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.

15. INDEPENDENT CONSULTANT.

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

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Consultant have the authority or power to pledge the credit of City or incur any obligation in the name of City. Consultant shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Consultant under this Agreement.

17. 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.

18. 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.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports 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.

20. 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 three (3) 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 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.

21. CORRECTION OF SERVICES.

Consultant agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Consultant.

22. FAIR EMPLOYMENT.

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. 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 reasonable attorney's fees in providing a defense to any claim arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance, or non-performance, of services under this Agreement.

24. 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 with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Consultant. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. 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.

28. 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.

29. NOTICES.

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

City of Santa Clara
Attention: Water and Sewer Utilities
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-0784

And to Consultant addressed as follows:

Name: Schaaf & Wheeler Consulting Civil Engineers
Address: 1171 Homestead Road, Suite 255
Santa Clara, CA 95050
or by facsimile at (408) 246-5624

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT 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.

32. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Consultant shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONSULTANTS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict 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.

36. PREVAILING WAGES

- A. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Section 16000 et seq. Contractor agrees to include prevailing wage requirements in its contracts for the Project.
- B. Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

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

“CITY”

SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
a California corporation

Dated: 4/30/2018

By: Peder Jorgensen

Name: Peder Jorgensen, PE

Title: Executive Vice President

Local Address: 1171 Homestead Rd. Suite 255
Santa Clara, CA 95050

Email Address: pjorgensen@swwsv.com

Telephone: (408) 246-4848

Fax: (408) 246-5624

“CONSULTANT”

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are more fully described in the Consultant's proposal entitled, "Design Professional Services Water Main at Bridge Crossings" dated January 24, 2018, which is attached to this Exhibit A below and incorporated by this reference, with the exception of line item 2.3 "Preliminary 30% Design" from Attachment A – Scope of Work Acknowledgement found on pages 9 and 10 of this Exhibit A. Line item 2.3 is not part of the Scope of Services. In the event of any conflict between the terms of the main Agreement and the terms of this Exhibit A, the terms of the main Agreement shall control.

1. Proposal Summary

Challenges and Our Approach

As detailed further in this proposal, each of the four bridge crossing sites is unique and presents its own set of challenges. In addition to the physical challenges of the project sites, coordination between various agencies may present itself as the largest challenge of the project. To minimize the impacts of the site constraints, Schaaf & Wheeler presents a well thought out approach that provides practical, simple solutions for achieving the project goals. To minimize the impacts of agency coordination, Schaaf & Wheeler proposes to involve each respective agency in the review process as early as possible.

Cost Effective Solutions for the City

Realizing that cost is always a concern for Cities, Schaaf & Wheeler has developed a cost effective and efficient approach to designing the bridge crossings in accordance with the scope outlined in the Request for Proposals. Schaaf & Wheeler has identified several items that may allow for cost savings during construction and design. Where possible, these items are integrated into the project approach, but there are several items that represent a scope change and would need the City's approval. The cost saving items are outlined below:

Elimination of Cathodic Protection – Since each of the bridge crossings will connect to existing pipes immediately, there is going to be very little pipe in the ground and thus the benefit of cathodic protection is minimal. Steps can be taken to minimize corrosion risk on the in-ground pipeline if cathodic protection is removed from the project. Elimination of cathodic protection represents a cost savings in both the design and construction phases of the project

Clear-Spanning of Creeks – By designing the water main crossings to be self-supporting where possible, the need for fabrication and installation of custom pipe hangers is eliminated at these locations. Design of self-supporting pipes represents a cost savings in both the design and construction phases of the projects.

Reduction of Design Submittals – As currently scoped, there are five design submittals (30%, 60%, 90%, 99% and 100%). Schaaf & Wheeler believes that the design aspects of this project are not overly complex, and reducing the number of design submittals to three (60%, 95%, 100%) represents a design cost savings to the City without impacting the quality of the project.

Our Subconsultants



Biggs Cardosa – Structural Engineering. Biggs Cardosa Associates, Inc. (BCA) is a California corporation established in 1986 that provides structural engineering services and project management for multi-disciplinary projects from offices in San Jose, San Francisco, Oakland, Fresno and Orange, California. BCA offers structural engineering design and construction services to public agencies, professional engineers and architects on a wide variety of infrastructure and transportation related projects, including bridge design, retaining wall and sound wall structures, and various hydraulic structures including pump stations, tanks, junction boxes, floodwalls, drainage channels and creek facilities. They specialize in the design, seismic retrofit, modification, evaluation and rehabilitation of these structures for local agencies and Caltrans.



JDH Corrosion Consultants – Corrosion Evaluation Engineering. JDH Corrosion Consultants, Inc. (JDH) is an engineering company specializing in providing corrosion consulting services to clients in the fields of water and wastewater treatment and transmission; mining and minerals; aerospace; marine facilities; petroleum refining and distribution; electric power generation; transportation; municipalities; state and federal government agencies and litigation support services.



Kier & Wright – Survey and Mapping. Kier & Wright Civil Engineers & Surveyors, Inc. (K&W) has been committed to providing both public and private sector clients with high-quality, cost-effective, efficient civil engineering and land surveying services since 1972. Services offered include street and highway design, municipal consultation, utility engineering and the preparation of civil engineering plans for residential, commercial and industrial site developments throughout the Bay Area and its surrounding regions. With over 70,000 field survey hours logged in 2015, Kier & Wright's field survey operation is the largest in the Northern California. Kier & Wright has provided subconsultant land surveying services for numerous successful Schaaf & Wheeler design projects, including many capital improvement projects. In fact, Kier & Wright has provided land surveying services for past Schaaf & Wheeler projects for the City of San Mateo. They are fully familiar with Caltrans Districts and other state boards and are able to coordinate effectively and efficiently with public agencies.



Bess Testlab, Inc. – Potholing/Utility Location. Bess Testlab, Inc. (BTL), is a CPUC certified MBE/DBE company that provides solutions to mitigate the underground utility related risks

associated with the design and construction of civil infrastructure projects. These solutions include: Ground Penetrating Radar (GPR)/concrete scanning, underground utility location, and vacuum excavation. Their utility locating services are performed by certified professional technicians, utilizing state-of-the-art cable and pipe locators, pipeline current mappers, Ground Penetrating Radar (GPR) systems as well as 3-D mobile scanning (LIDAR) to designate and map underground utilities. In addition, a fleet of vacuum excavation (potholing) trucks to locate and determine visually the actual depth of underground utilities are also used. They have been providing a complete range of services in California, Arizona and Nevada. Their clientele includes Utility Companies, Cities, Counties, Municipalities and Military Installations, Contractors, Consulting and Engineering firms. Their typical services include:

- Utility Locating – State of the art electromagnetic pipe locators designate and mark out utilities.
- Ground Penetrating Radar – Latest techniques utilized in the location of subsurface metallic and non-metallic objects.
- Potholing – Non-destructive air-vacuum excavation exposing utilities being surveyed to determine their exact depth and location.

Our proposed subconsultants have been working with Schaaf & Wheeler engineers for more than 10 years to collaboratively provide design services for water infrastructure projects all over Bay Area.

4. Project Understanding, Approach and Scope of Work

Approach

Four creek crossings identified in the request for proposals cross Santa Clara Valley Water District (District) owned creeks, and each site presents its own unique challenges. We have organized our approach into common concerns and their mitigation for all locations, followed by site-specific concerns and mitigation for the four individual sites.

Common Concerns and Schaaf & Wheeler's Mitigation

Concern: With each water main crossing a District creek, it will be necessary to obtain encroachment permits for the crossings from the District. The District may also have concerns about the project impacts to the creeks.

Mitigation: Schaaf & Wheeler will work closely with the City to involve the District early in the design process - at the 60% design level so that District staff can have input in the project before the project is too far complete for significant modifications. To minimize concerns over hydraulic impacts to the creek, all pipeline crossings are proposed to be above the top of the channel.

Concern: Construction impacts to water quality of the creeks.

Mitigation: Construction documents will direct the Contractor to implement requirements of the State's Construction general permit to protect storm water quality. Similarly, the construction documents will require the Contractor to capture any construction debris so that it does not enter the creeks. Lastly, the construction documents will require that all work on the bridges happen from above and the Contractor will not be allowed to enter the channel.

Concern: Existing utility locations may not be known and may impact the project design.

Mitigation: Schaaf & Wheeler has tasked the surveying subconsultant, Kier & Wright with contacting the various utility agencies and obtaining mapping to preliminarily locate utilities. Schaaf & Wheeler has also included Bess Test Lab as a subconsultant for utility location, and has scoped for up to 4 utility potholes at each site.

Concern: Connection to existing mains.

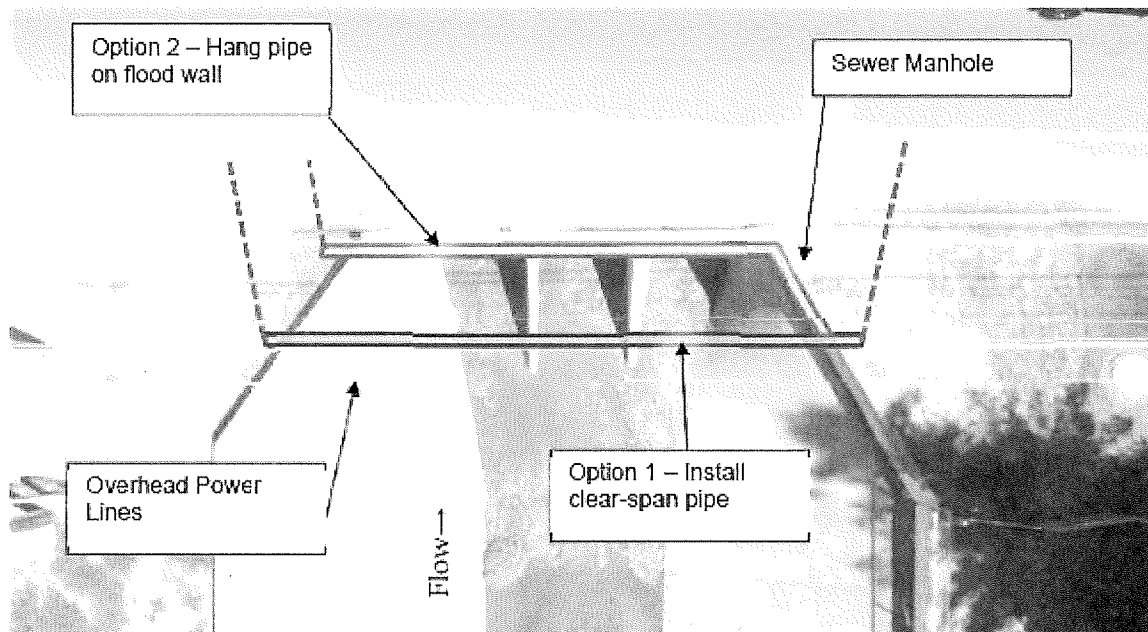
Mitigation: Schaaf & Wheeler will work with City Operations to develop connection requirements and sequencing that will minimize disruption to the City's water utility. Additionally, where the new bridge crossings will connect to different pipe materials, the construction documents will detail connection types, adapters, and thrust blocks, if necessary.

Central Expressway at Calabazas Creek

In addition to the common concerns outlined above, this location will also require acceptance and an encroachment permit from the County's Roads and Airports Department. Similar to interactions with the District, involving the County Roads and Airports Department at the 60% design level will allow for their input and provide a path to speedy acceptance. The site has overhead power lines directly above the crossing location as well sanitary sewer lines. Furthermore, Central Expressway is a busy, high-speed roadway so any improvements will need to be protected from potential vehicular damage.

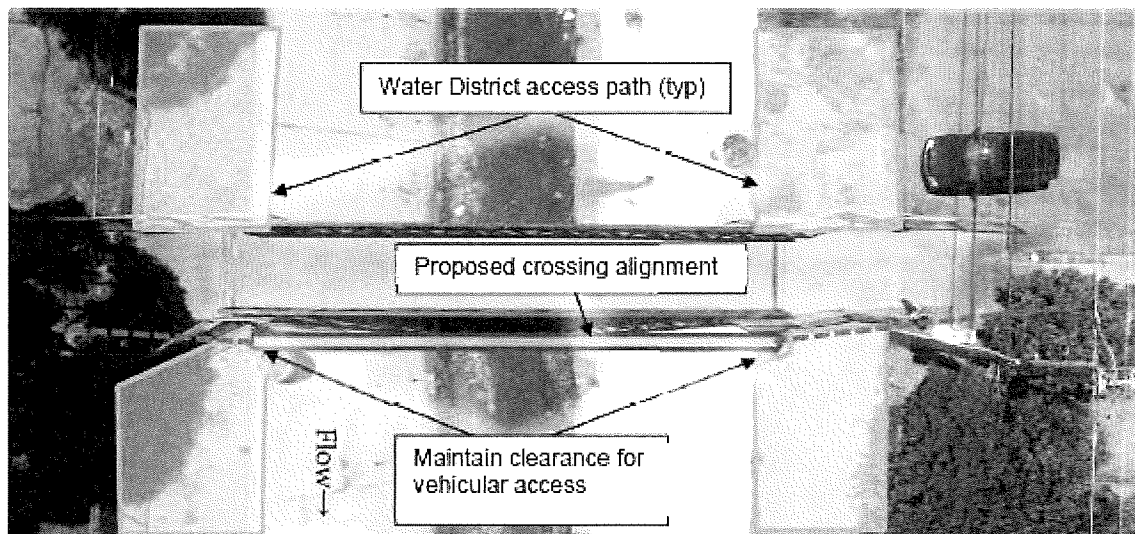
There are two possible configurations for crossing at this location. The first is to install a pipe that can span the entire creek width. Because of the existing sewer location, the crossing shall need to be moved to the south in order to maintain access to the sewer manhole. There is concern that the District may not approve of this concept because it could limit their access and equipment selection if the culvert needs to be cleaned.

The second option is to install the crossing pipe onto the existing flood wall. Similar to the previously mentioned configuration, the vertical portion will need to be located to the south to avoid sewer facilities. The pipe shall then hug the flood wall and cross the creek. The pipe shall go underground at the north-west corner of the channel. As this location is adjacent to the travel way, extending the existing guardrail to protect the pipe is recommended. These two options are shown in the figure on the next page.

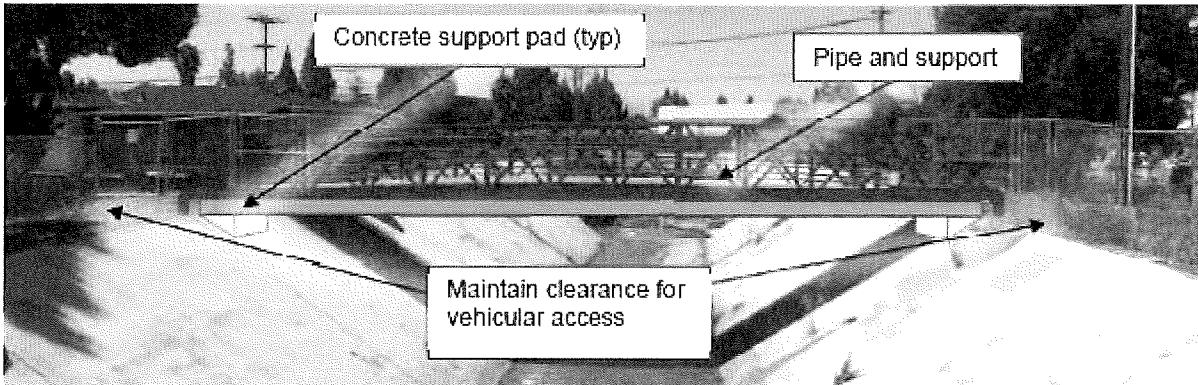


Agate Drive at Calabazas Creek

At this location, a City-owned pedestrian bridge crosses the creek. Schaaf & Wheeler will evaluate if the existing bridge has sufficient capacity to carry the load of a new pipe, full of water. If the bridge has sufficient capacity, the pipe will be attached. If the bridge doesn't have capacity for the additional loading, the pipe will be designed to clear-span the creek. Because the channel at this location is approximately 50 feet wide, the pipe will need to be supported by an I-beam or other structural member. Either of these two configurations shall be placed adjacent to the bridge as shown in the figure below.



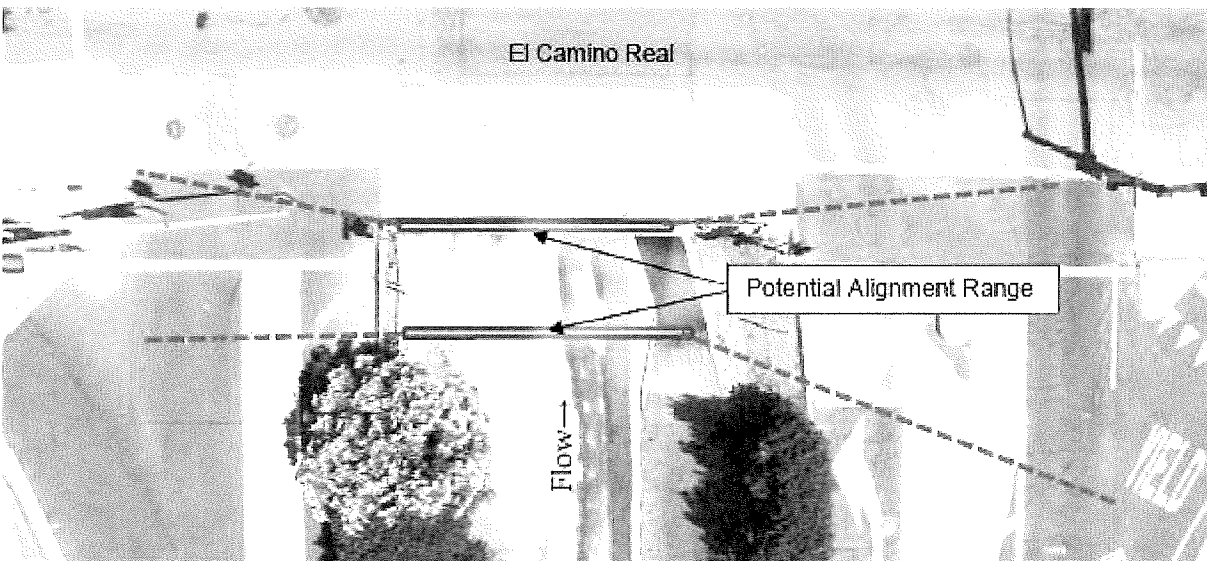
Whichever option is selected, it will be necessary to minimize the footprint of the above-grade piping to within the extents of the existing pedestrian bridge so that existing District maintenance road clearances are maintained. This may necessitate the installation of concrete pads at the top of the channel to allow the pipe or pipe support to rest on. As shown in the figure below, these concrete pads would be similar to the existing planters currently installed at the top of the channel.



El Camino Real at Calabazas Creek

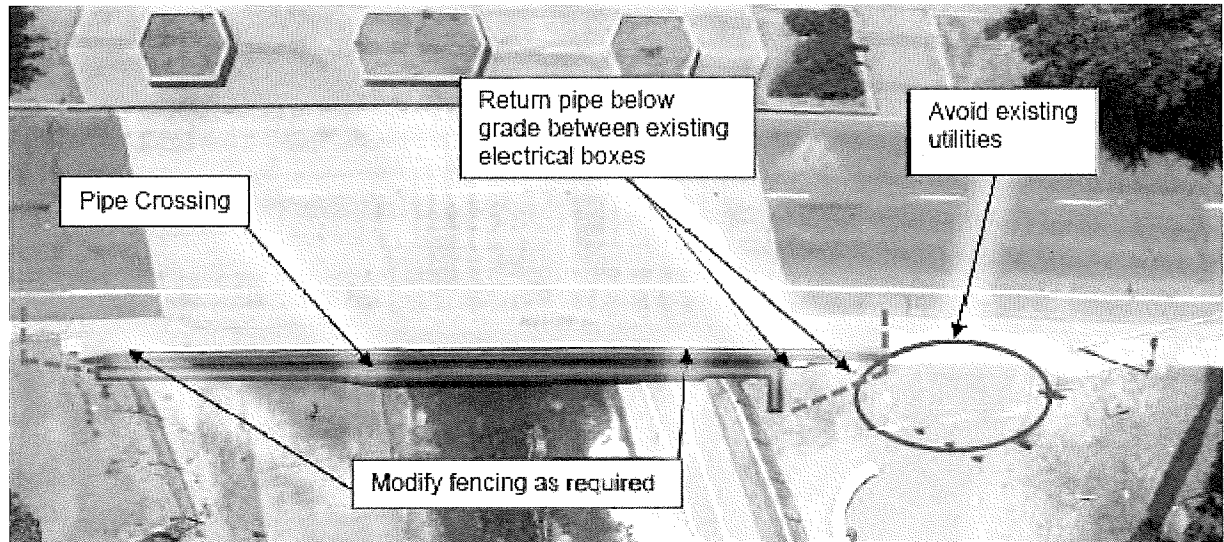
In addition to the common concerns previously outline, this location will also require acceptance and an encroachment permit from Caltrans. Unlike interactions with local agencies, Caltrans generally will only review permit applications once the plans are complete. As Calabazas Boulevard has water lines connecting to El Camino Real on both the east and west sides of the creek, it may be possible to make the new connections outside of Caltrans ROW. In that case, an encroachment permit would only be needed for the traffic control and signal disruption. This may shorten the Caltrans permitting time, especially if the City has existing agreements for performing traffic control in El Camino Real.

The bridge crossing at this location is short enough that the new pipe is self-supporting and can clear-span the channel. This further lends itself to connecting to the existing system on Calabazas, if desired, because the pipe can be installed. The figure below shows the range of potential locations of the crossing at this location. Similar to concerns at Central Expressway, locating the pipe away from the bridge may pose maintenance issues to the District and may not be acceptable.



Scott Boulevard at San Tomas Aquino Creek

Unlike the previous three locations, this crossing is located on San Tomas Aquino Creek, which is significantly wider than Calabazas Creek. As such, this crossing will need to be anchored to the bridge using steel pipe supports, similar to previous bridge crossings at Walsh Avenue. On the west side of the bridge there are a number of utilities and utility boxes that will need to be avoided by the new pipe. These utilities are shown in the image below.



Appendix

Attachment A – Scope of Work Acknowledgement

Attachment B – Proposer's Information Form

Attachment C – Certification of Non-Discrimination

Addendum Acknowledgement

Attachment A – Scope of Work: Acknowledgement

ATTACHMENT A Scope of Services

A. Project Description

The City of Santa Clara Water and Sewer Utilities is in need of a professionally experienced consultant to design potable water main upgrades at four bridge crossings. The proposed water main upgrades design will relocate existing water main below grade creek crossings to at grade crossings, mounted on three vehicular bridges and one pedestrian bridge. The identified bridge crossings span Calabazas Creek and San Tomas Aquino Creek, both creeks are owned and maintained by the Santa Clara Valley Water District. See attachment A, exhibit 0 for bridge locations. The upgrades will enhance water reliability during a seismic event and maintain a loop water system distribution.

The four crossings are further described here:

1. Central Expressway at Calabazas Creek:

This project site is located in an industrial area, approximately 250-feet east of Corvin Drive and Central Expressway intersection. Central Expressway is a four lane arterial street, which experiences heavy vehicular traffic throughout the day; the street and bridge are owned and maintained by Santa Clara County.

Consultants shall note that the existing water main on Central Expressway at Calabazas Creek is a 12-inch diameter ductile iron pipe that was constructed in 1976. It is located in the southern-most eastbound lane of Central Expressway. See attachment A, exhibit 1 for pictures and utility maps associated with this location.

2. Agate Drive at Calabazas Creek:

This project site is located in a residential area, approximately 120-feet east of Marchese Way and Agate Drive intersection. Agate Drive is a two lane residential street, which dead ends at Calabazas Creek. The site is easily accessible on both sides of the creek; however, it should be noted that vehicles cannot cross the creek in this location. The street and bridge are owned and maintained by the City of Santa Clara.

Consultants shall note that the existing water main on Agate Drive is an 8-inch diameter cast iron pipe that was constructed in 1957. It is located in the landscaping strip north of Agate Drive, approximately 6-feet south of an existing chain link fence at City's Well Site 21. See attachment A, exhibit 2 for pictures and utility maps associated with this location.

3. El Camino Real at Calabazas Creek:

This project site is located in residential and commercial zones, on the corner of El Camino Real and Calabazas Boulevard. El Camino Real is a six lane arterial street, which experiences heavy vehicular traffic throughout the day; the street and bridge are owned and maintained by California Department of Transportation (Caltrans).

Consultants shall note that the existing water main on El Camino Real at bridge crossing is an 8-inch diameter cast iron pipe that was constructed in 1958. It is located in the southern-most eastbound lane of El Camino Real and is offset approximately 1-foot from the existing face of curb. The water main is capped at both ends of the bridge and the crossing is abandoned. The active water main runs parallel to the creek south of El Camino Real and crosses the creek at Pomeroy Avenue. Consultants shall note that new bridge crossing shall be a 12-inch diameter pipe. The new at grade crossing can be connected at capped locations on both ends of the bridge. See attachment A, exhibit 3 for pictures and utility maps associated with this location.

4. Scott Boulevard at San Tomas Aquino Creek:

This project site is located in residential and commercial zones, approximately 250-feet west of Scott Boulevard and Olcott Street. Scott Boulevard is a four lane arterial street, which experiences heavy vehicular traffic at peak hours of the day, the street and bridge are owned and maintained by the City of Santa Clara.

Consultants shall note that the existing water main on Scott Boulevard at bridge crossing is a 12-inch diameter pipe that was constructed in 1971. Pipe material is cast iron on the west side of the bridge and ductile irons on the east side of the bridge. An existing air release valve is installed on the west side of the bridge. The new water main will be crossing an existing 24-inch ductile iron main, running on top of bank the east side of the creek. It is located in the eastbound lanes of Scott Boulevard and is offset approximately 20-foot from the existing face of curb. The water main is capped at both ends of the bridge and the crossing is abandoned. See Attachment A, exhibit 4 for pictures and utility maps associated with this location.

B. Background

The City of Santa Clara ("City") is located on the southern end of the San Francisco Bay, bounded on the north, east and south by San Jose, on the west by Sunnyvale, and on the southwest by Cupertino. The City's Water and Sewer Utilities ("Department") owns and operates the City's potable water distribution system.

The proposed water main upgrades are part of the Department's continuous efforts to better serve the City's residents.

The Department has previously constructed a similar bridge crossing on Walsh Avenue at San Tomas Aquino Creek. This crossing may be used by interested consultants as an example of similar work scope. Photos of this crossing may be found in Attachment A, Exhibit 5; as-built documents available upon request.

C. Description of Required Services

The City of Santa Clara (City) is soliciting proposals for engineering design services for water main crossing upgrades at four bridge locations. Services shall include design development, coordination with the City to ensure all design specifications and protocols produced by the consultant are developed in coordination with City requirements, and construction support services. City shall use final plans and specifications to advertise for construction.

2. Scope of Work:

The scope of work shall include the following:

- Design and recommend appropriate connections between the existing and new section of water main.
- Design and recommend the appropriate structural supports at bridge crossings, structural support design should include necessary seismic reinforcement.
- Design and recommend the appropriate steps to repair and patch concrete walls and chain link fence at creek banks, repair and patch roadways, sidewalks, curb and gutter, and landscaping areas as necessary.
- Coordination with other agencies to secure necessary permits.
- Cost estimate to construct and schedule.

Specific scope tasks are further described below.

If the Consultant believes that the project can be enhanced in any way by the addition of other tasks or the deletion of any specified tasks, such information should be included in their proposal.

2.1 Project Administration and Coordination:

- Upon receipt of a written Notice to Proceed from the City of Santa Clara, consultant shall conduct a kick-off meeting with the City to review the scope of the project, project schedule, and confirm deliverables.
- The project schedule shall include tasks, subtasks, design development milestones, critical path designation, and allotment for progress meetings.
- Consultant shall attend design progress meetings with the City at the development milestones (60, 90, 99, 100 percent and final).
- Deliverables shall include 60, 90, 99, 100 percent and final plans and specifications bid package.
- Consultant shall prepare design drawings using AutoCAD.
- Consultant shall monitor budget.
- Consultant shall perform QA/QC on all documents submitted for City review.
- Consultant shall attend project kickoff meeting, progress meetings, project coordination meetings, design review meetings, pre-bid meeting, pre-construction meeting.

o Deliverables:

Project schedule: Microsoft Project and PDF versions.

2.2 Site Investigation, Data Collection, and Utility Research:

- Consultant shall conduct field visits and perform surveying to confirm current conditions of the project sites. Consultant's field investigations shall be used to determine constructability issues, utility clearances, and new alignments.
- Consultant shall determine existing soil conditions and design a cathodic protection system as needed.
- Consultant shall conduct thorough research to obtain all available utility documents within project sites. The City will provide information available in house, such as geographic information system information, records, drawings, reports, maps and any other documents relevant to the scope of this project. Consultant is responsible for gathering pertinent information from applicable agencies and utility companies.
- Consultant shall be responsible for preparing a complete list of all underground and aboveground utilities and facilities in the project area, and for coordination with various utilities and agencies (County of Santa Clara, Santa Clara Valley Water District, Caltrans, Silicon Valley Power, PG&E, Bay Area Air Quality Management District, etc).
- Consultant may develop alternative alignment for City review.
- Consultant shall confirm all applicable permits, agencies and their associated submittal requirements for permit procurement.

2.3 Preliminary Design (30%)

- Upon completion of record document review, field data collection and research, the consultant shall use all gathered information to prepare preliminary design plans.
- Preliminary 30% design shall include a base map with existing utilities, right-of-way limits, easements, lot lines, existing alignment and recommended alignment of the pipeline; design drawings should be scaled appropriately. 30% design shall include plan view and all existing conditions.
- Consultant shall identify pothole locations in all project locations.
- City will provide standard title block for consultant's use.

- Deliverables:

PDF file with design drawings and six (6) half size sets of the 30% design drawings and pothole locations shall be presented to the City for review. The submittal shall include all design elements described above. Probable construction cost estimate, schedule update, and a list of technical specifications.

2.4 Preliminary Design (60%)

- Preliminary 60% design shall include base maps which include utilities, right-of-way, easement and lot lines, as well as recommended alignment of the pipeline, connection to existing water mains and services, profile drawings prepared using pothole information provided by the City, structural connections details and calculations; design drawings should be scaled appropriately.
- Coordination and comments from various utilities and agencies (County of Santa Clara, Santa Clara Valley Water District, Caltrans, Silicon Valley Power, PG&E, etc.) shall be incorporated in the 60% preliminary design.
- Prepare City standard technical specifications and project manual.

- Deliverables:

Previous drawings and technical specification redlined City comments shall be returned. PDF file with design drawings and (1) full size set of the 60% design drawings, six (6) half size sets of the 60% design drawings and (6) sets of standard technical specification and project manuals shall be presented to the City for review. The submittal shall include all design elements described above along with a schedule update. A meeting with City staff shall be scheduled to review the comments for the 60% design submittal.

2.5 Detailed Design (90%)

- Detailed 90% design shall include complete detailed plans, including base and profile drawings, standard and structural details, water main connection details, and wall, chain link fence, and/or landscaping restoration plans; detailed design shall include all comments from the City.
- Coordination and comments from various utilities and agencies (County of Santa Clara, Santa Clara Valley Water District, Caltrans, Silicon Valley Power, PG&E, Bay Area Air Quality Management District, etc.) shall be incorporated in the 90% detailed design.
- Detailed City standard specifications and project manual shall be prepared.
- City will provide copies of the front end specifications for consultant's use.
- Detailed construction cost estimate.

- Deliverables:

Previous drawings and technical specification redlined City comments shall be returned with revisions. PDF file with design drawings and (1) full size set of the 90% design drawings, (6) half size sets of the 90% design drawings and (6) sets of standard technical specification and project manuals shall be presented to the City for review. Construction cost estimate shall be submitted for review. The submittal shall include all design elements described above along with a schedule update. One meeting with City staff shall be scheduled to review the comments for the 90% design submittal.

2.6 Detailed Design (99%)

- Detailed 99% design shall include complete detailed plans ready for bid; all comments from the City and other entities should be addressed and incorporated in the design.
- Standard specifications and project manual should be completed, inclusive of all other related bid documents.
- Final comments from various utilities and agencies (County of Santa Clara, Santa Clara Valley Water District, Caltrans, Silicon Valley Power, PG&E, Bay Area Air Quality Management District, etc.) shall be incorporated and addressed in the 99% detailed design.
- Detailed 99% design submittal shall be considered a complete design submittal.
 - Deliverables:
Previous drawings and technical specification redlined City comments shall be returned with revisions. PDF file with design drawings, (3) full size and (3) half size sets of the 99% design drawings, and (6) sets of project specifications shall be presented to the City for review. Final construction cost estimate shall be submitted for review. The submittal shall include all design elements described above. One meeting with City staff shall be scheduled to review the comments for the 99% design submittal.

2.7 Final Design (100%)

- Incorporate the 99% design review comments.
- Prepare full-size stamped and signed final drawings along with standard specifications and project manual.
- Prepare final construction cost estimate.
- Prepare all digital files (AutoCAD, MS Word, MS Excel, MS Project, etc.) for the project.
 - Deliverables:
One (1) full size set, wet stamped and signed, of the 100% design drawings and one (1) set of project specifications shall be presented to the City for bid. Digital copies of final drawings, contract documents, cost estimate shall be provided to City in PDF and native document format (AutoCAD, Excel, Word, etc.).

2.8 Bid and Construction Support and As-Built

- Provide bidding assistance, clarifications which may include responding to questions from potential bidders, attending pre-bid conference and job walk.
- Conduct site visits during construction at appropriate stages.
- Provide submittal list, assist with review of submittals and provide written recommendations to the City.
- Review and provide written response to request for information (RFI) to the City during construction.
- Provide change order support, assist with review of change orders and provide written recommendations to the City.
- Participate in the final inspections and punch walks, assist with punch lists preparation and provide written response listing all deficiencies.
- Prepare and submit hard copy and digital (AutoCAD) record drawings to the City.
- Submit digital files for the project (AutoCAD, MS Word, MS Excel, MS Project, etc.)

o Deliverables:

One (1) full-size set of as-built drawings. Digital copies of as-built drawings in pdf and AutoCAD format.

D. Required Proposal Components

1. All information set forth in Article 6 of the RFP; and
2. Description of firm's experience as it relates to engineering services and the design of structures of the type requested for in this document.

E. City As-Built Documents

1. City as-built documents are available to interested proposers upon request.
2. The selected Consultant will receive a copy of all as-built documents via upload to the selected Consultant's FTB site, on a USB drive, or on a CD.

Acknowledgement

The undersigned certify that they are respectively: Executive Vice President /Owner and Vice President/ Treasurer/ Owner of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Schaaf & Wheeler
Corporation Name (type or print)

By: 

Title: Peder C. Jorgensen, PE
Executive Vice President

Dated: 1/24/2018

By: 

Title: Leit M. Coponen, PE
Vice President/ Treasurer

Dated: 1/24/2018

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS**

EXHIBIT B

SCHEDULE OF FEES

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed two hundred twenty three thousand six hundred and ninety two dollars (\$223,692.00), subject to budget appropriations. ADDITIONAL SERVICES consist of work not included in the BASIC SERVICES outlined within this Agreement. Pre-approved Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if approval is given by the City in advance of the work to be performed. Additional Services shall not exceed twenty two thousand three hundred sixty nine dollars (\$22,369.00) and shall be billed on an hourly basis or as agreed to lump sum. Hourly rate shall be charge per the "Personnel Charges" table below.

BASIC SERVICES

City of Santa Clara Water Main Bridge Crossings Schaaf & Wheeler Revised March, 2018		Contract Hours and Rates by Task				Kier & Wright (Surveying)	Biggs Cardosa Associates (Structural)	Bess Test Lab (Utility Location)	JDH Corrosion (Cathodic Protection)	Subsconsultant Markup (10%)	Contract Total
		Schaaf & Wheeler			Schaaf & Wheeler Contract Value						
		Project Manager	Senior Project Manager	Assistant Engineer							
Task		\$230	\$220	\$165							
Task 1	Central Expressway at Calabazas Creek	12	50	70	\$25,310	\$10,300	\$8,655	\$5,000	\$3,475	\$2,743	\$55,483
1.1	Project Administration & Coordination	4	24	24	\$10,160	\$1,400				\$140	\$11,700
1.2	Site Investigation, Data Collection & Utility Research		2	2	\$770	\$3,500	\$355	\$5,000		\$886	\$10,511
1.3	Preliminary Design (60%)	2	8	20	\$5,520	\$5,400	\$3,550			\$895	\$15,365
1.4	Detailed Design (90%)	2	4	8	\$2,660		\$1,710		\$1,500	\$321	\$6,191
1.5	Detailed Design (99%)	2	4	4	\$2,000		\$755			\$76	\$2,831
1.6	Final Design (100%)	2	4	4	\$2,000		\$635		\$850	\$149	\$3,634
1.7	Bid & Construction Support and As-Builts		4	8	\$2,200		\$1,650		\$1,125	\$278	\$5,253
Task 2	Agate Drive at Calabazas Creek	12	50	70	\$25,310	\$10,300	\$8,655	\$5,000	\$3,475	\$2,743	\$55,483
2.1	Project Administration & Coordination	4	24	24	\$10,160	\$1,400				\$140	\$11,700
2.2	Site Investigation, Data Collection & Utility Research		2	2	\$770	\$3,500	\$355	\$5,000		\$886	\$10,511
2.3	Preliminary Design (60%)	2	8	20	\$5,520	\$5,400	\$3,550			\$895	\$15,365
2.4	Detailed Design (90%)	2	4	8	\$2,660		\$1,710		\$1,500	\$321	\$6,191
2.5	Detailed Design (99%)	2	4	4	\$2,000		\$755			\$76	\$2,831
2.6	Final Design (100%)	2	4	4	\$2,000		\$635		\$850	\$149	\$3,634
2.7	Bid & Construction Support and As-Builts		4	8	\$2,200		\$1,650		\$1,125	\$278	\$5,253
Task 3	El Camino Real at Calabazas Creek	12	58	70	\$27,070	\$10,300	\$8,655	\$5,000	\$3,475	\$2,743	\$57,243
3.1	Project Administration & Coordination	4	32	24	\$11,920	\$1,400				\$140	\$13,460
3.2	Site Investigation, Data Collection & Utility Research		2	2	\$770	\$3,500	\$355	\$5,000		\$886	\$10,511
3.3	Preliminary Design (60%)	2	8	20	\$5,520	\$5,400	\$3,550			\$895	\$15,365
3.4	Detailed Design (90%)	2	4	8	\$2,660		\$1,710		\$1,500	\$321	\$6,191
3.5	Detailed Design (99%)	2	4	4	\$2,000		\$755			\$76	\$2,831
3.6	Final Design (100%)	2	4	4	\$2,000		\$635		\$850	\$149	\$3,634
3.7	Bid & Construction Support and As-Builts		4	8	\$2,200		\$1,650		\$1,125	\$278	\$5,253
Task 4	Scott Boulevard at San Tomas Aquino Creek	12	50	70	\$25,310	\$10,300	\$8,655	\$5,000	\$3,475	\$2,743	\$55,483
4.1	Project Administration & Coordination	4	24	24	\$10,160	\$1,400				\$140	\$11,700
4.2	Site Investigation, Data Collection & Utility Research		2	2	\$770	\$3,500	\$355	\$5,000		\$886	\$10,511
4.3	Preliminary Design (60%)	2	8	20	\$5,520	\$5,400	\$3,550			\$895	\$15,365
4.4	Detailed Design (90%)	2	4	8	\$2,660		\$1,710		\$1,500	\$321	\$6,191
4.5	Detailed Design (99%)	2	4	4	\$2,000		\$755			\$76	\$2,831
4.6	Final Design (100%)	2	4	4	\$2,000		\$635		\$850	\$149	\$3,634
4.7	Bid & Construction Support and As-Builts		4	8	\$2,200		\$1,650		\$1,125	\$278	\$5,253
PROJECT TOTAL		48	208	280	\$105,000	\$41,200	\$34,620	\$20,000	\$15,900	\$10,972	\$223,692

ADDITIONAL SERVICES

Personnel Charges

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

Current rates by classification are listed below:

<u>Classification</u>	<u>Rate/Hr</u>	<u>Classification</u>	<u>Rate/Hr</u>
Principal Project Manager	\$230	Construction Manager	\$220
Senior Project Manager	\$220	Senior Resident Engineer	\$190
Senior Engineer	\$205	Resident Engineer	\$170
Associate Engineer	\$185	Assistant Resident Engineer	\$155
Assistant Engineer	\$165		
Junior Engineer	\$155		
Designer	\$145		
Technician	\$140		
Engineering Trainee	\$110		

Litigation Charges

Work done in preparation for litigation and other very high level-of-expertise assignments is charged at \$315 per hour. Court or deposition time as an expert witness is charged at \$420 per hour with a minimum of four hours per day.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

These rates are subject to revision semi-annually.

Effective 1/1/18

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EXHIBIT C

INSURANCE REQUIREMENTS

**INSURANCE COVERAGE REQUIREMENTS
FOR PROFESSIONAL SERVICES**

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 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 subcontractors 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 Insurance Services Office 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 Contractor or any subcontractor 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 Insurance Services Office (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 subcontractors, 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 subcontractors 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 subcontractor (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 Insurance Services Office (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 [Water and Sewer Utilities]

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

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.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
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EXHIBIT D

**ETHICAL STANDARDS FOR CONSULTANTS SEEKING TO ENTER INTO
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Consultant¹ does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City consultant or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Consultant can be imputed to the Consultant when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Consultant, with the Consultant's knowledge, approval or acquiescence, the Consultant's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Consultant no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Consultant fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Consultant's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Consultant becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Consultant.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

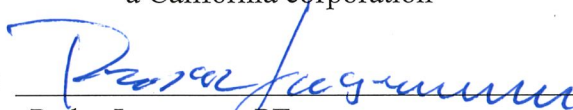
I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Consultant" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Consultant" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS

a California corporation

By: 
Name: Peder Jorgensen, PE
Title: Executive Vice President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

ACKNOWLEDGMENT

State of California

County of Santa Clara)

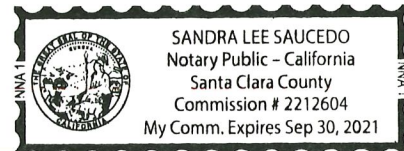
On April 30, 2018 before me, Sandra Lee Saucedo, Notary Public
(insert name and title of the officer)

personally appeared Peder Jorgensen,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sandra Lee Saucedo (Seal)



**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS**

EXHIBIT F

MILESTONE SCHEDULE

