

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
FOR
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Gates and Associates Landscape Architecture, Inc., a California corporation, (Consultant). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and Gates and Associates Landscape Architecture, Inc. for Westwood Oaks Playground Rehabilitation Project", dated July 21, 2021 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Consultant to provide landscape and engineering design services for the first phase of the Westwood Oaks Playground Rehabilitation Project (Project), as fully described in the Agreement; and the Parties now wish to amend the Agreement to provide landscape and engineering design services for the second phase of the project, which includes preparing bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding based on selected schematic playground rehabilitation plan, assisting with obtaining Building and Fire permits , and providing engineering support services during bid and award, construction, and post-construction phases of the Project.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

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

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 two hundred seventy-five thousand four hundred seventy-two dollars (\$275,472) 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.

2. Exhibit A, entitled "Scope of Services, Exhibit B, entitled "Schedule of Fees", Exhibit C, entitled "Insurance Requirements", and Exhibit E, entitled "Milestone Schedule," of the Agreement are amended to read per Attachment No. 1:
3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 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: _____

Office of the City Attorney
City of Santa Clara

Office of the City Manager
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
a California Corporation

Dated: _____

By (Signature): _____

Name: Linda Gates

Title: Director of Strategy

Principal Place of Business Address: 2671 Crow Canyon Road
San Ramon, California 94583

Email Address: Linda@dgates.com

Telephone: (925) 736-8176

Fax: (925) 833-8901

“CONTRACTOR”

ATTACHMENT No. 1

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
FOR
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**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

This Scope of Services is anticipated as necessary to meet City's objectives as described under Section II, BACKGROUND AND PROJECT, and Section III, DESCRIPTION OF SERVICES of this document. Consultant and City agree that this Scope of Services incorporates Consultant's professional qualifications and experience and will meet the City's objectives.

Consultant will be 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 work.

II. BACKGROUND AND PROJECT

Dedicated in 1961, 1.75 acres Westwood Oaks Park (Park) contains a recreation building, restrooms, an open play area, a playground, and various park amenities. The Park is bounded by La Herran Drive to the east, and residential properties to the north, west, and south. Park's playground and community building are located at 460 La Herran Drive. The site was assessed for condition in 2017 and the playground was deemed to be in critical condition while the building is in poor condition.

Consultant to perform all work necessary to meet the project goal including but not limited to : site, facility, and technology assessment; ADA evaluation, community outreach; develop a site specific master plan and playground rehabilitation plan; obtain a recommendation for approval from the Parks & Recreation Commission (PRC) and City Council (CC); develop selected playground schematic plan into bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding; provide assistance in obtaining Building and Fire permits for selected playground equipment; and provide engineering support services during bid and award, construction, and post-construction phases (PROJECT).

III. DESCRIPTION OF SERVICES

All design work shall be done in accordance with the Department of Transportation Standard Specifications and Details, City Standard Plans and Specifications, ADA Design Guidelines, latest building and fire codes, and other applicable codes and standards recommended by the Consultant. Below is an outline of required services; however, it is the responsibility of the consultant to independently assess the PROJECT and provide improvement recommendations to meet the goals for this PROJECT.

Required Services

Consultant shall provide landscape and engineering design services in two complete phases for the Westwood Oaks Playground Rehabilitation Project as indicated below.

Phase I:

1. Perform site, architectural, facility, and technology assessment (for the park building).
2. Evaluate ADA pedestrian pathway
3. Perform robust community outreach (surveys, meetings, consensus building etc.), to develop Site Specific Master Plan and Playground Schematic Plan (all inclusive)
4. Obtain a recommendation for approval from the PRC and subsequent approval from CC.

Phase II:

1. Develop selected playground schematic plan into bid documents (PS&E) for public works bidding
2. Provide assistance in obtaining a building permit.
3. Provide engineering support services during bid and award, construction, and post-construction phases.
4. Design ADA Pedestrians' path of travel from public right-of-way, including on-street parking and sidewalk, to and within the new playground per ADA Design Guidelines.
5. Design conduit from street pullbox to a location in the closest proximity to building to provide future data connection
6. Landscape design of the improved area adjacent to the playground, not the entire park.
7. Irrigation design of the improved area near the playground, not the entire park.

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

1. Consultant: GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.

2. Sub-consultants to GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.:

- 1) Sandis – Surveying and Civil Engineering
- 2) BSK Engineers – Geotechnical Engineering
- 3) HY Architects – Building Assessment
- 4) Atium Engineer – Electrical Engineering
- 5) Hortscience – Arborist
- 6) Capital Engineering – Mechanical and Plumbing Engineering
- 7) KYASE – Structural Engineering
- 8) David Powers & Associates – Environmental
- 9) Proactive Risk Solutions – Certified Playground Inspector

Any changes to the project team through the course of the Services shall be approved in writing by City.

IV. 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
- E. Payment of permit application fees with other internal departments, if required.
- F. Filing exemption under the California Environmental Quality Act, if applicable.

Besides the above, the City will work closely with the consultant to provide any other data or records, as available and necessary for the work involved.

V. BASIC SCOPE OF SERVICES

PROJECT MANAGEMENT

CONSULTANT shall:

- A. Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget. Manage sub-consultants, maintain

schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.

- B. Any field work that involves subsurface excavation and/or coring, consultant is required to submit plan of work to the City for review and approval prior to proceeding.
- C. Organize and attend project meetings with the 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:
 - 1. Kick-off Meeting (Phase I)
 - 2. Preliminary/Evaluation Meeting (Phase I)
 - 3. Community meeting (Phase I)
 - 4. Parks and Recreation Commission Meeting (Phase I)
 - 5. City Council Meeting (Phase I)
 - 6. 35% Design Review Meeting (Phase II)
 - 7. 75% Design Review Meeting (Phase II)
 - 8. Punch list/Project acceptance Meeting (Phase II)
- D. Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- E. Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.
- F. Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as 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 the 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.
- G. Provide monthly progress reports.

- H. Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.
- I. 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.
- J. 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.
- K. 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.

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).

Phase I

Task 1.0: Preliminary Engineering/Evaluation

- 1.1 Attend Project Kick-Off Meeting.
- 1.2 Visit Project's site to inspect site conditions, existing equipment, and facilities to determine the existing conditions and propose recommendations to City for the improvements. Contact all regulatory agencies that will affect the proposed works to determine applicable codes and ordinances.

- 1.3 Perform necessary evaluations of the site, equipment, facilities, and ADA pathway to identify opportunities and constraints and review Facility Condition Assessment completed by the City in 2017. Prepare an evaluation report for the site noting condition of existing facilities, infrastructures, code issues, and regulatory issues. Provide upgrade or replacement recommendations according to the evaluation and report review.
- 1.4 Provide draft community and stakeholder engagement strategies.
- 1.5 Meet with City staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, structural, electrical, and mechanical design according to the evaluation and recommendations, and the following design criteria:
 - 1.5.1 2019 California Building Codes.
 - 1.5.2 2019 California Fire Codes.
 - 1.5.3 2019 National Fire Protection Association (NFPA): 2019 NFPA 72.
 - 1.5.4 Playcore grant requirements.
 - 1.5.5 Remote alarm/communication for HVAC system.
 - 1.5.6 WIFI and electronic access for building.
 - 1.5.7 Parks and Recreations Design Standards.
 - 1.5.8 Comply with age-friendly, inclusionary design standards, and values.
 - 1.5.9 Sustainability and green infrastructure guidelines in National Recreation and Park Association (NRPA).
 - 1.5.10 Fall protection system for roof-top equipment (if needed).
 - 1.5.11 Playground safety, hazard identification, equipment specifications, surfacing/space requirements guidelines in NRPA's Certified Playground Safety Inspector (CPSI) program. Consultant shall have CPSI as part of its team.
- 1.6 Perform geotechnical investigation and provide report.
- 1.7 Work with City staff and community to develop park master and playground schematic plan(s).
- 1.8 Perform needed topographic survey for existing site, plans layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the Project's master and playground schematic plans.
- 1.9 Provide project estimate that includes an itemized list of bid items. The 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. The project estimate shall consider the following factors:

1. Recent similar Projects bided in the Bay Area, especially in the South Bay.
 2. Current economic trend.
 3. When the Project will be bided.
 4. When construction will occur.
 5. The risks that contractors need to consider for the Project.
- 1.10 Develop project schedule. Schedule shall include all needed times to complete all tasks, including City's review times, permitting process, and construction period.
 - 1.11 Meet with City staff to review City comments on park master and schematic design, and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
 - 1.12 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 1 Deliverables – Electronic and hard copy format:

1. Evaluation report (draft and final) – One (1) PDF of draft and final report and one (1) Microsoft Word file of final report.
2. Soil report – One (1) PDF
3. Draft park master & schematic plans: One (1) PDF and one (1) AutoCAD file.
4. Consultant's CPSI signs off on schematic design for playground with emphasis on all elements of play and related requirements for the playground.
5. Project schedule – One (1) PDF and one (1) Microsoft Project file.
6. Budget estimate – One (1) PDF and one (1) Microsoft Excel file.
7. Miscellaneous project information (as requested).
8. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

Task 2.0: Community Outreach

Consultant shall work closely with City staff to develop meeting strategy and format to engage the community.

- 2.1 Develop presentation materials, exhibits, design alternatives, and questionnaires for public workshops/meetings.
- 2.2 Plan, coordinate, schedule, attend workshops/meetings, and produce meeting minutes. Plan for three (3) workshops/meetings.
- 2.3 Based on community's input, refine, and develop final park master plan and playground schematic plan.
- 2.4 Produce meeting minutes with action items.

Task 2 Deliverables – Electronic and hard copy format:

1. Exhibits, alternative, & questionnaires – PDFs and hard copies as needed.
2. Final master & schematic plans: One (1) PDF and one (1) AutoCAD file
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

Task 3.0: PRC & CC Meetings

Consultant shall assist City staff to present the Project to Parks & Recreation Commission and City Council.

- 3.1 Prepare PowerPoint presentation using City template, including plans and alternatives, for Parks & Recreation Commission meetings. Plan for two (2) PRC meetings.
- 3.2 Prepare PowerPoint presentation, including plans and alternatives, for City Council Meetings. Plan for two (2) meetings.
- 3.3 Produce meeting minutes with action items.
- 3.4 Provide CEQA determination and assist in filing paperwork.

Task 3 Deliverables – Electronic and hard copy format:

1. Presentation materials, exhibits, & alternative – PDFs and MS PowerPoint file.
2. Revised final master & schematic plans: One (1) PDF and one (1) AutoCAD file.
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file

Phase II

Task 4.0: 35% Construction Documents

Based on the approved playground schematic plans, approved project scope within budget, and any adjustments authorized or directed by the City, the Consultant shall develop and refine the design, and prepare construction documents. Consultant's CPSI shall review and certify bid documents to meet and comply with all regulation regarding playground safety.

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.

- 4.1 Prepare 35% construction documents and supporting information for the City's review, including, but not limited to:
 - 4.1.1 Consultants shall follow City's Design Criteria and plan format to prepare

35% Plans and supporting information for the City's review, including but not limited to the followings:

- A. Plans with details of major design components as necessary such as:
 - 1. Site drawing
 - 2. Landscape drawings
 - 2. Playground drawings
 - 3. Park Amenity drawings
 - 4. Electrical drawings
 - 5. Civil drawings
 - 6. Structural drawings
- B. 35% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information as relating to proposed improvements such as, but not be limited to, playground layouts, fence, gate, picnic area, pedestrian pathway, property lines, site entrance/exist driveway, adjacent streets shall be shown.
- C. Design Playground to meet following criteria:
 - 1. Elements of Play: swinging, climbing, brachiating, spinning, sliding, balancing, sensory and free play.;
 - 2. Play Value: design that addresses how many persons served, how often and how long equipment is used.;
 - 3. Inclusion: a thoughtful application of universal design principles that provide diverse activities that address physical, social-emotional, sensory, cognitive, and communicative needs of all children and where generations can play together regardless of age and limitation.;
 - 4. Physical Activity: intentionally promote physical activity through active play and encourage the developmental progression of skills through healthy movement (developmentally appropriate for beginner, intermediate, advanced levels).;
 - 5. Nature: design the play environment within a living landscape, supporting the natural habitat/biodiversity and health of plants, animals, and water.
 - 6. Playcore Grant requirements.
 - 7. Playground Safety: Guidelines and requirements from NRPA's CPSI program.
- D. Refer to the City website for Building Permit and Fire Department Permit application package requirements.

- 4.2 Prepare an updated engineering cost estimate. If 35% engineering cost estimate prepared at this point exceeds the preliminary construction budget approved at the end of the preliminary engineering/evaluation phase, the Consultant shall explain and justify the increase and shall submit a list of proposed modifications to bring

the cost within budget.

- 4.3 Prepare an updated project schedule.
- 4.4 Meet with City staff as needed to review City comments on 35% submittal and gain concurrence as to how the documents will be revised, as appropriate, to incorporate City comments.
- 4.5 Provide comments from Consultant's CPSI on playground design and confirmation of safety compliance of 35% construction documents.
- 4.6 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 4.7 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 4.8 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.
- 4.9 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 35% 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 design shall be revised as appropriate to incorporate CITY's comments.
- 4.10 Pathway Upgrades to ADA

Provide Phase II Construction Documentation thru Post Construction to replace and correct all CBC accessibility issues to the perimeter sidewalks and pathways for the park such as broken concrete, excessive slopes, trip hazards, and crack / gap hazards. New work shall generally match the existing locations, grading, and layout of existing flatwork to be repaired or replaced. The replacement sidewalk shall meet the city's maintenance access needs and may have an increased width of 8' vehicular concrete. Deliverables will include all additional coordination, cost estimation, demolition, layout, grading, drainage improvements, lighting/ electrical plan, pervious paving surfaces, landscaping, irrigation, and details for the access improvement work.

Task 4 Deliverables – Electronic and hard copy format:

1. 35% Plans – One (1) PDF and one (1) AutoCAD file.
2. 35% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.

3. Updated project schedule – One (1) PDF and one (1) Microsoft Project file.
4. Quality control checklist for 35% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
5. CPSI comment/report – One (1) PDF.
6. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
7. Miscellaneous Project information (as requested).
8. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.

Task 5.0: 75% Construction Documents

Based on City's comments and direction on the 35% PS&E, Consultant shall revise the 35% PS&E to produce the 75% PS&E. Consultant shall:

- 5.1 Prepare 75% construction documents and supporting information for the City's review and approval.
 - 5.1.1 Construction details of proposed improvements shall be included in the 75% Plans.
 - 5.1.2 Provide technical specifications.
 - 5.1.3 Provide Structural plans and calculations for Light post footings and playground structure footings.
 - 5.1.3 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.
 - 5.1.4 Provide required information to the City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for City's frontend specifications are, but not be limited to, the followings:
 1. Description of work
 2. Type of Contractor's License required
 3. Construction Schedule
 4. Bid Schedule
 5. Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for similar work and contract values)
 6. Identification of any changes to the City's standard specifications that are required.
- 5.2 Prepare an updated engineering cost estimate. If the cost is higher than allocated construction budget, Consultant need to create Add Alternate items so that the project cost estimate is within available project budget.
- 5.3 Prepare an updated project schedule.

- 5.4 Meet with City staff, as needed, to review City comments on 75% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 5.5 Provide comments from Consultant's CPSI on playground design and confirmation of safety compliance of 75% construction documents.
- 5.6 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 5.7 Provide written response matrix to City's comments on 35% PS&E.
- 5.8 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

Task 5 Deliverables – Electronic and hard copy format:

- 1. 75% Plans – One (1) PDF and one (1) AutoCAD file.
- 2. 75% Specifications – One (1) PDF and one (1) Microsoft Word file.
- 3. 75% 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 75% design submittal.
- 7. CPSI comment/report – One (1) PDF
- 8. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.

Task 6.0: 100% Construction Documents

Based on City's comments and direction on the 75% PS&E, Consultant shall revise the 75% PS&E to produce the 100% PS&E. Consultant shall:

- 6.1 Prepare 100% construction documents and supporting documents.
 - 6.1.1 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 the Consultant's Engineer of appropriate discipline.
 - 6.1.2 Specifications shall be stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 6.2 Prepare an updated Engineering Cost Estimate with backups and justifications for unit pricing.
- 6.3 Prepare an updated Project Schedule.

- 6.4 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 this Project.
- 6.5 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal.
- 6.6.1 A statement (see statement in Sub-Section 5.6.2 below) to indicate Peer Review has been performed and signature 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 landscape architect with expertise and experience in the appropriate fields of landscaping equal to or greater than the Architect of Record, and that appropriate corrections have been made."
- 6.6 Prepare and submit Special Inspection Form for the Project.
- 6.7 Meet with City staffs 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.
- 6.8 Provide comments from Consultant's CPSI on playground design and confirmation of safety compliance of 100% construction documents.
- 6.9 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 6.10 Provide written response matrix to City's comments on 75% PS&E.
- 6.11 Provide list of potential bidders including company name, email address, contact number, and address of business.

Task 6 Deliverables – Electronic and hard copy 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 – One (1) PDF.
4. Consultant Lessons Learned – One (1) PDF.
5. Certification of Peer Review – One (1) PDF.
6. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
7. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
8. All Permit application packages with all necessary supporting documentations.

9. Special Inspection Form – One (1) PDF.
10. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
11. Quality control checklist for 100% design submittal.
12. CPSI comment/report – One (1) PDF
13. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file

Task 7.0: Bid Documents (P&S)

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:

- 7.1 Incorporate City review comments of 100% PS&E into Bid Documents.
- 7.2 Incorporate permit issuers' comments into P&S and coordinate with permitting departments and agencies to obtain acceptance of permit application package.
- 7.3 Prepare Bid Documents (P&S).
 - 7.3.1 Bid Plans shall be wet stamped and signed by the Consultant's Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-size sheets.
 - 7.3.2 Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 7.4 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 7 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. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
4. Quality control checklist for bit set submittal.
5. Final Building and Fire permits.
6. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.

Task 8.0: Bid and Award Phase

Consultant shall provide assistance to the City during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist the City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested.

Consultant shall:

- 8.1 Attend and conduct Pre-Bid Conference/Sites Visit.
- 8.2 Assist the City with responses to bidder's inquiries through the City's Project Manager.
- 8.3 Assist the City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.
- 8.4 Assist the City in evaluating bids (if required by the City).
- 8.5 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).

Task 8 Deliverables – Electronic and hard copy format:

1. Written response to bidder's inquiries – Signed PDF.
2. Support information for addenda – Signed PDF.
3. Written recommendation letter to award of contract for the Project – 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 9.0: Construction Phase

Consultant's responsibility to provide basic services for the construction phase under this Agreement commences with the "Notice to Proceed" (NTP) of the contract for construction and terminates on the date the City approves the certificate of completion of the Project.

- 9.1 Consultant will assist the City in providing administration of the contract for construction. Duties, responsibilities and limitation of authority of Consultant shall not be restricted, modified, or extended without written agreement of the City.
- 9.2 Consultant shall attend the Pre-construction meeting.
- 9.3 Consultant shall visit the site as required for the benefit of the Project during this phase. During these site visits, Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meeting, and other meetings as required by the City. Consultant's structural, civil, and electrical sub-consultants shall visit the site as required when work related to their discipline is in progress.
- 9.4 Consultant shall have CPSI perform an onsite visit and inspection for conformance of playground installation to satisfy Bid Documents and provide report.
- 9.5 Consultant shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit. Assume up to three (3) meetings.

- 9.6 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. The 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.
- 9.7 Consultant shall respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of the 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 the Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact the Project schedule.
- 9.8 The Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by the City, Consultant shall review Change Order (CO) pricing and provide written responses for the City's review and finalizing said COs

Task 9 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.

Task 10.0: Post-Construction Phase

- 10.1 When requested by the City, Consultant shall conduct reviews to assist the 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.
- 10.2 Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in determining if the Project is ready for the stage of completion requested by the Contractor. Consultant shall provide City with a written recommendation.

- 10.3 Consultant shall perform a walk-through of the 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 the Project site with the City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.
- 10.4 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.
- 10.5 Consultant's CPSI shall inspect and certify the playground prior to its open to the public. Provide CPSI Certification within five (5) days of final inspection.
- 10.6 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.
- 10.7 At ten (10) months following the issuance of final completion and prior to the expiration of any guarantees, City and all its Consultants shall visit the Project with Contractor and: 1) Review the work and identify observable defects and deficiencies, 2) Evaluate the performance, durability and appearance of installed products, materials and system as they relate to suitability for the intended use; 3) Evaluate the Project's function and City's use of the Project as reflection of the original program intent; and 4) Submit a written memorandum to City concerning the foregoing.

Task 10 Deliverables – Electronic and hard copy format:

1. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.
2. Record Drawings – One (1) PDFs and one (1) AutoCAD files on CD/DVD.
3. CPSI Certification – One (1) PDF.
4. 10 Months Report – One (1) signed PDF.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
FOR
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT B
SCHEDULE OF FEES**

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$250,068. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$25,404. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$275,472, subject to budget appropriations.

Consultant shall bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. Billing shall be proportionate to the Services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total 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.

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 below, 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. The total amount of all the Tasks is a not-to-exceed amount.

The amount for each Task and the total amount of all the Tasks are as listed below:

<u>Description of work and task</u>	<u>Cost for Basic Services</u>
Phase 1 Design	
Task No. 1 – Preliminary Engineering and Evaluation (Completed)	\$59,725
Task No. 2 – Community Outreach (Completed)	\$13,865
Task No. 3 – Parks and Recreation Commission and City Council's Approval (Completed)	\$7,120
Phase 2 Design	
Task No. 4 – 35% Construction Documents	\$39,520
Task No. 5 – 75% Construction Documents	\$42,445
Task No. 6 – 100% Construction Documents	\$26,643
Task No. 7 – Bid Documents	\$12,045
Task No. 8 – Bid and Award Phase	\$8,565
Task No. 9 – Construction Phase	\$29,185
Task No. 10 – Post-Construction Phase	\$10,955
TOTAL COST	\$250,068

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed two hundred fifty thousand sixty-eight dollars (\$250,068).

III. REIMBURSABLE EXPENSES

There are no reimbursable expenses.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. 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. Additional Services shall not exceed \$25,404.

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.

The pay rates for the project by classification are listed below:

**Primary Consultant – GATES AND ASSOCIATES LANDSCAPE
ARCHITECTURE, INC.:**

RATE SCHEDULE

.....
GATES + ASSOCIATES

I. HOURLY FEES

HOURLY FEES FOR SERVICES OF:

	RATE PER HOUR:
Partner	\$190.00 - \$225.00
Principal	\$160.00 - \$195.00
Associate Principal	\$140.00 - \$165.00
Senior Associate	\$130.00 - \$145.00
Job Captain	\$120.00 - \$135.00
Sr. Irrigation Designer	\$145.00 - \$170.00
Irrigation Design Technician	\$95.00 - \$115.00
Sr. Visual Communications Designer	\$130.00 - \$155.00
Community Outreach Facilitator	\$145.00 - \$175.00
Marketing Coordinator	\$95.00 - \$145.00
Administrative/Drafter	\$90.00 - \$125.00

II. EXPENSES (REIMBURSABLES)

- A. Consultants at approximately the same rates indicated above or on consultant fee schedules.
- B. Other direct expenses at cost which may include:
 - 1. Printing and reproduction costs.
 - 2. Mileage and travel costs.
 - 3. Miscellaneous

Hourly rates may be adjusted on January 1 of each year and shall apply for any services rendered after that date.

Subconsultant Billing Rates:

SANDIS STANDARD HOURLY CHARGE RATES

Enforced January 1, 2021 Through December 31, 2021



ENGINEERING AND QSD/P SERVICES		HOURLY RATE
Project Control Specialist/ Clerical		\$90.00
Computer/ Field/ Engineer Technician	Level I	\$105.00
	Level II	\$115.00
	Level III	\$125.00
Sr. Engineer Technician		\$130.00
Field Technician	Level I	\$105.00
	Level II	\$125.00
	Level III	\$135.00
Design Engineer	Level I	\$120.00
	Level II	\$125.00
	Level III	\$130.00
Project Engineer/ Traffic Engineer	Level I	\$140.00
	Level II	\$155.00
	Level III	\$175.00
Senior Engineer	Level I	\$190.00
Engineering Project Manager	Level I	\$185.00
	Level II	\$215.00
Associate Project Manager/ Senior Project Manager/ Senior Traffic Engineer		\$235.00
Principal		\$350.00
Forensic Review/ Analysis/ Claim Support		\$250.00
SURVEYING SERVICES / HIGH DEFINITION SCANNING / 3-D MODELING SERVICES		
CAD/ Surveying/ Scanning Technician	Level I	\$105.00
	Level II	\$110.00
	Level III	\$125.00
Project Surveyor/ Scanning Specialist	Level I	\$135.00
	Level II	\$145.00
	Level III	\$175.00
Survey Project Manager	Level I	\$185.00
	Level II	\$215.00
Senior Field Survey Supervisor (PLS)		\$235.00
Utility Locating Services 1-Person Crew		\$175.00
Utility Locating Manager		\$150.00
Traffic Safety Flagger		\$115.00
1-Person Survey Crew		\$195.00
2-Person Crew		\$305.00
2-Person Survey Crew w/ Apprentice		\$385.00
Reimbursable Costs Printing, monuments, materials, outside services and consultants, courier/delivery services, express/ overnight mail, travel/per diem, agency fees advances, etc., at cost plus 10%.		
Overtime All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times the above rates.		
Escalation Escalation for future years shall be at a minimum of 3.5% increase per year. Sandis at its sole discretion may utilize its subsidiaries to perform the services presented in this proposal.		

FEE SCHEDULE



Hourly Rates

Principal	\$235/hr.
Associate	\$190/hr.
Architect 3	\$180/hr.
Architect 2	\$160/hr.
Architect 1	\$150/hr.
Job Captain	\$130/hr.
Senior Draftsperson	\$120/hr.
Draftsperson	\$115/hr.
Jr. Draftsperson	\$105/hr.
Int. Project Designer	\$130/hr.
Int. Staff Designer	\$110/hr.
Administrative Staff	\$ 85/hr.

BSK Associates - January 1, 2021 to June 30, 2021 Prevailing Wage Schedule of Fees

PERSONNEL RATES			
PROFESSIONAL STAFF		TECHNICAL STAFF (PREVAILING WAGE)	
Principal	\$ 248.00	Field Supervisor	\$ 171.00
Senior Professional	\$ 221.00	Group 1 - Special Inspector	\$ 149.00
Project Professional II	\$ 204.00	Group 2 - Special Inspector	\$ 142.00
Project Professional I	\$ 171.00	Group 3 - Engineering Technician	\$ 129.00
Staff Professional II	\$ 154.00	Group 4 - Technician	\$ 112.00
Staff Professional I	\$ 138.00	Ground Penetrating Radar Scanning Technician	\$ 289.00
Seismic GIS	\$ 193.00	Core Drilling Technician	\$ 210.00
GIS Specialist	\$ 138.00	Floor Flatness Testing Technician	\$ 189.00
Information Specialist II	\$ 154.00	Sample Pickup / Transportation / Delivery	\$ 108.00
Information Specialist I	\$ 138.00	Laboratory Technician	\$ 108.00
CAD	\$ 100.00	Administrative Assistant / Clerical	\$ 86.00
Project Administrator	\$ 95.00	Litigation support	1.5x standard rate
EQUIPMENT		BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	
Nuclear Gauge (Day)	\$ 61.00	Field Work from 0 to 4 hours	Bill 4 hours
Ultrasonic Weld Equipment (Day)	\$ 61.00	Field Work from 4 to 8 hours	Bill 8 hours
Torque Wrench (Day)	\$ 61.00	Field Work over 8 hours / Saturdays	Bill time and a half
Proof Load Equipment (Day)	\$ 61.00	Sundays, holidays and over 12 hours	Bill double time
Rebar Locator / Pachometer	\$ 110.00	Swing shift (4:00pm to Midnight)	Add \$20.00 per hour
Hand Auger (Day)	\$ 221.00	Graveyard Shift	Add \$30.00 per hour
Water Meter (Day)	\$ 56.00	Show-up time (no work performed)	Bill 2 hours
Drilling Kit - Paint, stakes and lath - (Project)	\$ 29.00	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Drilling Supplies - Reuse of tubes/caps (Project)	\$ 276.00		
Manometer (Day)	\$ 221.00		
Double Ring Infiltrometer (Day)	\$ 551.00		
ANALYSIS SOFTWARE USAGE FEES		DIR/PREVAILING WAGE ADMINISTRATION FEES (MONTHLY)	
gINT (Project)	\$ 56.00	Certified Payroll / DIR Upload	\$ 300.00
LPile (Project)	\$ 56.00	Non-Performance Certified Payroll / DIR Upload	\$ 100.00
APile (Project)	\$ 56.00	Subcontractor Management / Compliance Forms	\$ 100.00
SHAFT (Project)	\$ 56.00	Additional LCP Tracker or Other Compliance Software	\$ 200.00
GROUP (Project)	\$ 110.00	Additional Special Forms, as required	\$ 150.00
Clq (Project)	\$ 56.00		
LiquefyPro (Project)	\$ 56.00		
LiQIT (Project)	\$ 56.00		
NovoLIQ (Project)	\$ 56.00		
Slide (Project)	\$ 110.00		
Settle3D (Project)	\$ 110.00		
ArcGIS (Project)	\$ 56.00		
EZ-FRISK (Per Project Site / Site Class)	\$ 525.00		
MATERIALS LABORATORY TESTS			
SOILS			
Moisture Density Curves			
Standard Proctor, 4" (ASTM/AASHTO)	\$ 256.00	California Bearing Ratio (CBR)	
Modified Proctor, 4" Mold (ASTM/AASHTO)	\$ 256.00	CBR at 100% (ASTM D1883 or AASHTO T-180)	\$ 557.00
Modified Proctor, 6" mold (ASTM D1557)	\$ 272.00	CBR at 95% (ASTM D1883 or AASHTO T-180)	\$ 1,079.00
Caltrans Maximum Wet Density (CT 216)	\$ 233.00		
Check Point	\$ 148.00		
Particle Size Analysis			
Sieve Analysis w/ Wash (ASTM D422)	\$ 185.00	Permeability Tests	
Minus #200 Wash, Soil (ASTM D1140)	\$ 90.00	Rigid Wall Permeability (ASTM D2434)	\$ 307.00
Hydrometer Analysis (ASTM D422)	\$ 244.00	Flexible Wall Permeability (ASTM D5084)	\$ 478.00
Double Hydrometer (ASTM D4221)	\$ 340.00	Remolded Flexwall Perm (ASTM D5084)	\$ 608.00
Specific Gravity of Soil (ASTM D854)	\$ 174.00		
Visual Classification (ASTM D2488)	\$ 47.00	Soil Corrosivity Tests	
Sand Equivalent (ASTM D2419)	\$ 137.00	Minimum Resistivity of Soils (CT 643)	\$ 153.00
% Organics in Soil (ASTM D2974)	\$ 149.00	pH	\$ 71.00
		Soluble Sulfate, Chloride and Sulfide	\$ 142.00
		Oxidation Reduction of Soil	\$ 61.00
Atterberg Limits / Swell Tests			
Plasticity Index (ASTM D4318)	\$ 238.00	Soil Cement Tests	
Shrinkage Limits of Soils (ASTM D427)	\$ 222.00	Freeze Thaw Abrasion (ASTM D560)	\$ 681.00
Expansion Index of Soils (UBC No. 29)	\$ 256.00	Wetting-Drying Abrasion (ASTM D559)	\$ 647.00
		Preparation of Freeze-Thaw or Wetting-Drying Tests	\$ 818.00
		Soil Cement Compression (ASTM D1633)	\$ 261.00
		Cement Content Soil Cement (ASTM C1084)	\$ 261.00
Moisture Density Test			
Tube Density	\$ 54.00	Other	
Moisture Content of Soils (ASTM D2216)	\$ 47.00	Sample Preparation	\$ 71.00
		Crumb Test Dispersion (ASTM D6572)	\$ 85.00
		Pinhole Dispersion Test (ASTM)	\$ 272.00
		Sand Density Calibration (ASTM D1566)	\$ 102.00
"R" Value Determination			
R-Value of Soils (CT 301)	\$ 432.00	Unconfined Compression	
R-Value of Treated Materials (CT 301))	\$ 478.00	Unconfined Compression (ASTM D2166)	\$ 137.00
Consolidation Tests			
Consolidation (ASTM D2435)	\$ 455.00	Shear Tests	
Consolidation, Extra Points (ASTM D2435)	\$ 61.00	Direct Shear, Undisturbed (ASTM D3080)	\$ 238.00
Collapse Potential of Soils (ASTM D2435)	\$ 222.00	Direct Shear, Remolded (ASTM D3080)	\$ 285.00
Remolded Consolidation (ASTM D2435)	\$ 386.00	Triaxial Compression Testing	QUOTE
One-Dimen Swell of Soil (ASTM D4546)	\$ 142.00		

Fees for Services

HortScience | Bartlett Consulting

Hourly Rates

Principals	\$220.00/hour
Consulting Arborist	\$180.00/hour
Expert Witness	\$300.00/hour
Arborist	\$150.00/hour
GIS/CAD Specialist	\$150.00/hour
Clerk	\$70.00/hour

Hourly fees are portal-to-portal. Direct expenses such as reproduction and shipping shall be reimbursed at cost plus 15%. Mileage shall be reimbursed at the latest published IRS rate, currently \$0.56 per mile (from Pleasanton).

March 2021



CHARGE RATE SCHEDULE¹

<u>Title</u>	<u>Hourly Rate</u>
Senior Principal	\$ 300.00
Principal Project Manager	\$ 275.00
Senior Environmental Specialist	\$ 240.00
Senior Project Manager	\$ 215.00
Environmental Specialist	\$ 200.00
Biologist	\$ 190.00
Project Manager	\$ 190.00
Associate Project Manager	\$ 160.00
Assistant Project Manager	\$ 130.00
Researcher	\$ 115.00
Draftsperson/Graphic Artist	\$ 120.00
Document Processor/Quality Control	\$ 110.00
Administrative Manager	\$ 110.00
Office Support	\$ 95.00

Materials, outside services and subconsultants include a 15% administration fee.
 Mileage will be charged per the current IRS standard mileage rate at the time costs occur.
 Subject to revision June 1, 2021.

¹ David J. Powers & Associates, Inc. (DJP&A) provides regular, clear, and accurate invoices, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or

RATE SCHEDULE

ATIUUM ENGINEERING

HOURLY FEES

HOURLY FEES FOR SERVICES OF:

Engineering
Drafting
Administrative

RATE PER HOUR:

\$180
\$125
\$90

RATE SCHEDULE

PROACTIVE RISK SOLUTIONS

HOURLY FEES

HOURLY FEES FOR SERVICES OF:

Doug Evers

RATE PER HOUR:

\$95 - \$125



**Capital Engineering Consultants, Inc.
2021 Billing Rates**

Sr. Principal	\$230.00 / hour
Principal	\$210.00 / hour
Director	\$200.00 / hour
Sr. Project Manager	\$190.00 / hour
Project Manager	\$182.00 / hour
Field Services	\$180.00 / hour
Senior Engineer	\$164.00 / hour
Engineer	\$149.00 / hour
Senior Designer	\$139.00 / hour
Designer	\$128.00 / hour
Technician / CADD	\$118.00 / hour
Intern	\$113.00 / hour
Project Administrator	\$98.00 / hour
Sr. Admin.	\$67.00 / hour
Clerical / Admin.	\$54.00 / hour



KAM YAN & ASSOCIATES

Structural Engineers

BILLING RATE SCHEDULE

January, 2021

STAFF	HOURLY RATE
Principal Engineer	\$225 per hour
Project Manager	\$190 per hour
Senior Structural Engineer	\$175 per hour
Staff Engineer	\$150 per hour
CAD Drafters	\$110 per hour

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
FOR
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT C
INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor 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 Contractor'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 Contractor; 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 Contractor 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.

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 Contractor 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 Contractor. 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 Contractor'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 Contractor 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 Contractor'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

Contractor and City agree as follows:

1. Contractor 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 Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor 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. Contractor 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. Contractor 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 Contractor 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 Contractor 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, Contractor, 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. Contractor 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

Contractor 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, Contractor 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

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor 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
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
FOR
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT E
MILESTONE SCHEDULE**

<u>Phase I</u>	<u>Duration</u>
Preliminary Engineering/Evaluation	6 weeks
Community Outreach	6 weeks
Parks and Recreation Commission & City Council Meeting	7 weeks
<u>Phase II</u>	
35% Construction Documents (including 4 weeks City review)	10 weeks
75% Construction Documents (including 4 weeks City review)	10 weeks
100% Construction Documents (including 4 weeks City review)	9 weeks
Bid Documents (including 3 weeks City review)	8 weeks
<u>Bid and Award Phase</u>	
Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders	2 days response time
<u>Project Close-Out</u>	
Prepare Record Drawing	2 weeks