

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
WRECO  
FOR  
GREAT AMERICA PARKWAY AND MISSION COLLEGE BOULEVARD  
INTERSECTION IMPROVEMENTS**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and WRECO, a California corporation ("Consultant"), City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

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

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 17, 2019 and terminate on December 31, 2023.

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

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

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

## **4. WARRANTY**

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly 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.

## **5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations,

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

## **6. COMPENSATION AND PAYMENT**

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Million Twenty Eight Thousand dollars (\$1,028,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

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

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

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

**9. NO THIRD PARTY BENEFICIARY**

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

**10. INDEPENDENT CONTRACTOR**

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 to manage its employees in their performance of Services under this Agreement.

**11. CONFIDENTIALITY OF MATERIAL**

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

**12. OWNERSHIP OF MATERIAL**

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

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

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

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

**14. HOLD HARMLESS/INDEMNIFICATION**

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

**15. INSURANCE REQUIREMENTS**

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

**16. WAIVER**

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

**17. NOTICES**

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

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

And to Consultant addressed as follows:

WRECO  
Attention: Han-Bin Liang  
100 Century Center Court, Suite 502  
San Jose, CA 95112  
and by e-mail at hanbin\_liang@wreco.com

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

**18. COMPLIANCE WITH LAWS**

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

**19. CONFLICTS OF INTEREST**

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

**20. FAIR EMPLOYMENT**

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

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

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

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San José, California.

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

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

**CONTINUED ON PAGE 8**

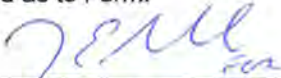
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

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

Approved as to Form:

Dated:

8-29-19

  
BRIAN DOYLE  
City Attorney

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

"CITY"

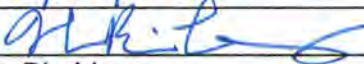
**WRECO**

a California Corporation

Dated:

8/15/2019

By (Signature):



Name: Han-Bin Liang

Title: President

Principal Place of Business Address: 100 Century Center Court, Suite 502  
San Jose, CA 95112

Email Address: hanbin\_liang@wreco.com

Telephone: (925) 941-0017 x 201

Fax: (925) 941-0018

"CONSULTANT"

## 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

The Consultant will provide complete, professional, high-quality services and products; provide consultation to city personnel and others who are involved with the project; and provide the expertise, guidance, advice, and assistance in accomplishing the work.

### II. BACKGROUND AND PROJECT

Increasing traffic volume in the City necessitates adding a third left turn lane on northbound Great America Pkwy (GAP) to Mission College Blvd (MCB) and a third left turn lane on westbound MCB to GAP. Street widening is to be achieved by reducing existing median island width and moving existing sidewalks further out to create space needed for additional turning lanes at the intersection. Intersection and street improvements also include ADA improvements within the project area, new traffic signal, new street lights, a combination of pavement overlay and pavement reconstruction, modification to existing storm drain system and other utilities, and Silicon Valley Power (SVP) electrical and fiber facilities improvements.

The progress plans, dated February 20, 2014, prepared by the original designer with City's review comments shall be used as a starting point to finish the design.

### III. SCOPE OF WORK

Basic Services shall include professional services required to study the project. Consultant shall conduct a quality control review prior to submitting any documents to the City for review. Basic Services shall include the following:

#### Task 1: Project Management

Consultant shall manage its team and overall project activities consistent with the direction from CITY in order to meet the project goals, schedule and budget. Coordinate with CITY, CONSULTANT staff, other government agencies (such as VTA, and Caltrans etc.), utility owners, property owners and operators, and other affected parties as required throughout the duration of the project.

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.

#### 1.1 Project Schedule

Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at CITY's acceptance of the final bid documents for the PROJECT. Schedule shall indicate significant milestones, review time, and the critical path for the PROJECT. CONSULTANT shall notify CITY if there are delays in any phase or Task of the PROJECT. In such case, CONSULTANT shall make up the schedule in subsequent Tasks of the PROJECT or provide information to CITY substantiating a time extension. The schedule shall be maintained and kept updated at all times and shall be updated each time progress and milestones are changed. In addition, the progress schedule shall be updated no less frequently than after each Task is complete. The base Project schedule shall be submitted to City within five (5) working days of receiving NTP.

#### 1.2 Project Kickoff Meeting

Consultant shall coordinate a Project kickoff meeting with the City to gain approval of the proposed base schedule and to identify any known Project issues. Consultant to prepare and distribute an agenda prior to the meeting and a meeting minutes following the meeting.

#### 1.3 Project Meetings

Consultant shall coordinate monthly project status meeting through design phase and attend twelve (12) meetings occurring monthly with the City to coordinate the Project activities and update City staff on the progress of the Project deliverables. Prepare meeting minutes, action item log, data request log, and pending item log following each meeting. Provide monthly progress reports and updated project schedule.

#### 1.4 Stakeholder Coordination

Consultant shall coordinate with stakeholders, including but not limited to City staff, City's consultants, Caltrans, utility owners, property owners and operators, permitting agencies and other affected parties. Consultant shall actively manage the utility relocation process to minimize or eliminate potential delays. Coordinate stakeholder design review meetings with City, and stakeholders.

#### 1.5 Quality Control

Consultant shall submit a Quality Assurance and Quality Control (QA/QC) program manual specifically tailored for the Project for CITY's approval. QA/QC program shall include an independent review of the design, plans, specifications and cost estimate at each design stage. The independent reviewer shall not be involved in the design and/or preparation of the construction documents. The independent reviewer shall be a licensed professional engineer in the discipline, which he/she reviews, and at a

minimum shall possess equivalent experiences as the designer. The independent reviewer can be an employee of the CONSULTANT or a sub-consultant to the CONSULTANT.

Consultant shall designate a QA/QC manager to ensure that QA/QC procedures established for the Project are adhered to by all Consultant's team members. With each deliverable, CONSULTANT shall provide a QA/QC report and a signed certification that the independent review is performed per the QA/QC program manual.

Deliverables:

1. Project schedule [PDF and MS Project file]
2. Agenda and minutes from project kickoff meeting [PDF and MS Word file]
3. Agenda and minutes from project meetings including pending item log/action item log/data request log [PDF and MS Word/Excel file]
4. Monthly Invoices and Progress Reports
5. QA/QC Manual [PDF]

**Task 2: Pre-Design Investigation and Project Scope Confirmation**

Consultant shall identify significant elements that will shape the Project scope, and potential physical and schedule constrains. Provide evaluation and recommendation to the City for discussion of Project scope confirmation.

2.1 Data Collection and Review

Consultant shall review existing as-built data, reports, utility mapping, and other available data. Provide a list of any additional data that is necessary to complete the Project design.

2.2 Preparation of Cleaned-up Progress Plans

Prepare a set of cleaned-up progress plans by taking the progress plans dated February 20, 2014 and revising them to include updated Right-of-way and easements that have since been acquired by the City. Note modifications to the Project area that have been constructed since the preparation of the progress plan. Extend project limits to include area up to Hwy 101 overpass bridge abutment.

2.3 Review of Progress Plans

Review the clean progress plans to evaluate improvements that can be made to the proposed geometric layout, feasibility of the utility vault modifications, adequacy of ADA facilities, and staging plan. Compare the clean progress plans to existing conditions to determine if revisions to the design are needed.

2.4 Bus Duckout Evaluation

Examine the three (3) bus duckout shown on the progress plan dated February 20, 2014 to determine if they meet current Santa Clara Valley Transportation Authority (VTA) standards. Also check if the bus duckouts shown on the progress plan are sufficient to meet the needs of VTA's future plans. If the bus duckouts shown do not meet the existing standards or future needs, the Consultant shall provide options, including right-of-way impacts, to the City for discussion. After Consultant and City reach an agreement on any modifications to the bus duckouts, Consultant shall prepare a memorandum to document the changes to be incorporated into the Project.

## 2.5 Bike Lanes

Review new green bike lanes being installed on Mission College Boulevard by a separate project adjacent to the Project limit and determine if revision to the progress plan is needed to conform to the new green bike lanes at the Project limit.

## 2.6 Stormwater Treatment

Consultant shall conduct a preliminary study of stormwater treatment requirements for the Project based on the Santa Clara Valley Urban Runoff Pollution Prevention Program, *Guidance for Implementing Stormwater Requirements for New Development and Redevelopment Projects*, June 2016. Consultant shall determine preliminary treatment area requirements and identify potential locations for treatment measures. If no locations are feasible within the project limits, Consultant to propose other methods of meeting permit requirements to City.

Consultant shall prepare a Stormwater Management Plan which includes the findings of the study as well as the preliminary treatment recommendations.

Upon reaching agreement with the City on treatment to be included in the Project, Consultant to include design of Best Management Practices (BMPs) into Tasks 3, 4, 5, and 6.

If treatment cannot be accomplished within the project limits it may be necessary to use off-site treatment methods. If off-site treatment is required, additional design and coordination efforts may be necessary. The coordination and design of off-site treatment is not included in this scope and fee estimate. If off-site treatment is required Consultant will discuss with the City and submit a separate scope and fee for said work.

## 2.7 Pavement Analysis and Design

Prepare a Pavement Recommendation Memorandum based on the field investigation and information provided by the City.

Prepare a geotechnical engineering study, which includes a summary of available pavement and subsurface information, the field investigation,

laboratory testing and design recommendation for the Project. The study to provide the following information:

- Discussion of the scope of work performed
- Summary of the field investigation performed
- Summary of the laboratory testing performed
- Discussion of the idealized soil and rock profiles along the Project with engineering soil parameters.
- Recommendation for reuse and/or rehabilitation of the existing pavement along with new pavement sections.
- Recommendation for any subgrade special preparation prior to new structural pavement section placement.
- Recommendation for reuse of excavated materials.
- Other recommendations with respect to site grading, disposal of excavated material and other construction recommendations.
- Recommendations for the project including roadway structural pavement sections for widening areas, pavement dig-outs, overlays, pavement reinforcing fabric, and rubberized pavement.

Prepare the Draft Geotechnical Engineering Study and submit to City for review and comment.

Overlay recommendations may be based on agreed upon R-value and Traffic Index and existing pavement section as shown in as-built plans and other historical data. Consultant will provide recommendations of appropriate R-value and Traffic Index to City based on discussions with City staff and available historic data.

If City elects to have Consultant perform Geotechnical Field Investigations as an Optional Service, Consultant will use the results of the field investigations to determine the R-value.

Consultant shall determine and mark locations of pavement dig-outs in a site walk-through in conjunction with City representative. Consultant shall include traffic control for protection in the site walk-through.

## 2.8 Surveys

Consultant shall conduct topographic survey of the following:

- Curb, sidewalk and pavement conforms at GAP/MCB and MCB/Marriott Driveway intersections.
- All existing curb ramps Within Project limits defined in Exhibit E. Survey data to include ramp, flowline, top of curb, back of sidewalk, inlets, poles, boxes, and other visible features.
- Existing manholes, inlet grates, vault and valve covers, utility or signal cabinets and monuments.
- Inverts of existing manholes and inlets.

- Existing Marriott Hotel entrances signs at two locations, Marriott Hotel Entrance driveway, and at the southeast corner of GAP/MCB intersection.
- Driveway, vehicle gate and concrete decorative walls of the business property of the northeast corner of GAP/MCB intersection.
- Lip of gutter wherever pavement width changes along GAP and MCB to confirm limits of pavement works.
- Pavement grade breaks
- Pavement grades at the determined dig-out areas
- Pavement grades across north end of U.S. 101 bridge abutment.

Traffic control for performance of field surveys is included in this task. It is Consultant's responsibility to manage the surveys to avoid multiple mobilizations. Consultant shall apply for encroachment permit for traffic control. If there is a permit fee, City will pay the fee directly to the permitting agency. Removal of paint markings due to survey is not necessary.

Survey, site investigation and measurement of SVP underground vaults is under Task 2.10.

## 2.9 Permits and Agreements

Consultant shall prepare and obtain a Caltrans Encroachment Permit to conduct necessary field surveys and exploration. Consultant shall issue a letter to City requesting to be City's agent on the permit application. It application fee, if any, will be paid by City directly.

Prepare Right-of-Entry (ROE) request letters for the City to deliver to the private property owners within the Project limits so the design team can conduct field reviews. It is anticipated that no ground disturbance, modifications, or limitations to access for the private properties will be required during the design phase of the Project. The ROE letters shall be prepared in MS Word, so they can be place on City letterhead and sent to each property owner by the City.

## 2.10 Utility Design and Coordination

2.10.1 CONSULTANT shall perform the utility design and coordination for all City owned utilities, such as sanitary sewer, storm drain, water, traffic signal, and Silicon Valley Power utility facilities.

- a. Silicon Valley Power (SVP) Fiber – Review a hand-drawn redline information of the SVP fiber relocation at the southeast corner of GAP/MCB intersection provided by SVP. Show the new location of SVP fiber on plans.
- b. Silicon Valley Power (SVP) Fiber and Signal Inter Connect (SIC) – Review as-built drawings showing the horizontal information with minimal vertical information of the SVP & SIC

fiber relocation at the south side of Mission College Boulevard. Show the new location of SVP fiber and SIC on plans.

- c. Silicon Valley Power (SVP) underground vaults – For survey and site investigation of SVP underground vaults, SVP staff will enter the underground vault to conduct measurement and take photos. Consultant is to remain above ground to give SVP staff direction and is not allowed to enter SVP underground vaults. Coordinate with SVP to set up a mutually agreed upon procedure for survey and site investigation, which will ensure Consultant is satisfied with the data accuracy. Lead time for SVP staff to come to the site to assist the consultant is two week.
- d. Sanitary Sewer facilities – Obtain as-built drawings and verify the existing sanitary sewer facilities. Coordinate with City and private property owner for any adjustment or relocations if determined necessary.
- e. Update signal controller cabinet per City standard detail.

2.10.2 Consultant shall perform the utility coordination for all non-City owned utilities in the City right of way. It is assumed the utilities owners will design and construct necessary relocations with their own forces, except irrigation lines on private properties disturbed by the Project. Bid document shall include language indicating Contractor to coordinate with property owners and restore irrigation lines disturbed by the Project. Consultant shall support City to facilitate timely utility relocation.

Consultant shall take inventory and review utility information and records provided by the City. Prepare letters to request additional information from utility owners, if needed. Confirm existing underground utilities and existing aboveground utilities are shown correctly and accurately.

After reviewing as-built drawings, newly installed facilities information and proposed improvements, Consultant shall identify the locations of utility potholes if necessary as an Optional Service at City's request.

Consultant shall coordinate relocation with the following utility owners listed below have utility facilities in the City right of way under franchise agreement. Consultant shall issue bi-weekly status reports of utility coordination.

- a. Comcast – Review utility relocation plans completed by Comcast. Coordinate with Comcast and provide recommended location of Comcast vault due to reduced R/W available behind sidewalk.

- b. AT&T – Obtain and review as-built drawings from AT&T. Review final relocation plan prepared by AT&T. If conflict is determined to exist, coordination with AT&T and provide recommended location of AT&T facilities to be shown on their relocation plan.
- c. MCI – Review MCI relocation plans. Coordinate with MCI for any conflicts with R/W and recommended location of MCI facilities with clarification of depths. Respond to MCI requests including R/W information and Project schedule.
- d. PG&E – Review and show the locations of newly installed PG&E facilities. Coordinate with PG&E to verify location of new PG&E facilities to be shown on Project plans.
- e. XO Comm – Review as-builts of existing facilities with pothole information provided by XO Communication. Determine if utility relocations are required based on changed field condition or new data received from utility owner.
- f. Zayo – Review as-builts of existing facilities with mapped pothole information. Confirm the need for manhole adjustments. Determine if additional utility relocations are required based on changed field condition or new data received from Zayo.
- g. Level 3 – Coordinate with Level 3 to obtain as-built drawings and show existing Level 3 facilities on plans.
- h. Sobrato property fire service assemblies – Verify if two set of existing fire service assemblies with double check detector, post indicators, and fire department connection located adjacent to the existing driveways on Sobrato property are clear of the proposed construction limit.
- i. Water and reclaimed water facility relocations such as service meters, valves, and fire hydrants shall be addressed in the project deliverables. Shut-downs impacting private properties shall be coordinated with owner and identified in bid documents.

#### 2.11 Project Scope Confirmation Meeting

Attend a project meeting in person to discuss all findings in Task 2.  
 Provide sketches for proposed design changes from the progress plan.  
 Prepare meeting minutes, action items, and pending items tracking log.

#### Deliverables:

1. RFI for existing as-builts, reports and other project data
2. Clean Progress plans [11"x17" PDF]

3. Progress Plan Evaluation and Recommendations Memo [PDF]
4. Draft Geotechnical Engineering Study [PDF]
5. Caltrans Encroachment Permit Application [PDF]
6. Survey Data [electronic file]
7. Summary of utility coordination status
8. ROE request letter [MS Word]
9. Stormwater Management Plan (PDF)

### **Task 3: 60% Submittal**

Consultant shall obtain City's written approval of the Progress Plan evaluation and recommendations memorandum and receive written directions from City on the scope of improvements to be included in the Project. After reaching confirmed scope, consultant shall begin preparation of the 60% submittal.

#### **3.1 Respond to comments on the Progress Plans.**

Prepare a Comment Response Form (CRF) to document each of City's and other agencies' comments on the cleaned-up Progress plans, Progress Plan Evaluation and Recommendations Memo. Prepare written response to each comment and submit the CRF to City. After discussion with the City and reaching an agreement on the disposition of each comment, the CRF will be updated to document the final status of each comment.

#### **3.2 60% Plans, Specifications and Cost Estimate**

Upon reaching an agreement with the City on status of the Progress Plan Evaluation and Recommendations Memo comments, the Consultant shall incorporate comments and prepare construction documents and cost estimates to 60% complete level. Construction documents including plans, details, technical specifications and modified CITY standard specification necessary to complete the work described, integrate all work with all other elements of the project.

Review City's current specifications and after discussion, recommend which Caltrans version to use for the Project. Once an agreement is reached with City on Caltrans specification version, consultant will prepare 60% technical specification, any modification of City standard specification and a bid item list and bid item description. City will prepare the front-end boiler plate specifications on bidding procedure and legal requirements.

Consultant shall prepare a pay item list and engineer's cost estimate shall be associated with the pay item list. The project has several funding sources and each funding source has restrictions on what it can pay.

Construction activities related to SVP facilities will be paid by SVP fund. The pay item list and engineer's cost estimate shall be segregated to assist City in determining budget required from each funding sources. Specifications shall include instruction to contractor on preparing invoices to facilitate payment from each funding source. Bid Item Codes will provide a segregated bid. A summary bid list as well as segregated bid lists for each funding source will be provided.

### 3.3 60% Design Memoranda

Prepare engineer's construction cost estimate to ensure that the proposed improvements are within the available construction budget. The construction cost estimate will be based on historical unit costs obtained from recent project near the project area as well as Caltrans' construction cost data. Consultant to provide cost calculation backup documents.

Document the adequacy of the design elements in the following design memoranda:

- Lighting calculation and memorandum
- Structural calculation and memorandum
- Stormwater treatment memorandum

### 3.4 Right-of-Way

Identify and delineate necessary temporary construction easements (TCE) required for the Project. Right of entry language will be included in all TCE addressing proposed construction activity. Prepare exhibits, and if needed plate and legal description for TCE at the following six (6) parcels: Sobrato parcel (APN 104-42-009, Sobrato parcel (APN 104-41-030) Dorcich Farms parcel, Zaton Farm parcel, Sunstone parcel and lam parcel.

### 3.5 Permits

Prepare a draft encroachment permit application, including required attachments and support documents for City review and for City to submit to Caltrans.

### 3.6 QA/QC and Independent Review

Conduct an independent review of the 60% submittal, including PS&E and design calculation and memorandum, according to QA/QC manual accepted by City. The independent review also serves as an interdisciplinary review (IDR) to ensure each section of the contract documents is coordinated. The review comments as well as resolution of each comment will be documented in a CRF prepare for the independent review/IDR.

### Deliverables:

1. CRF [PDF]
2. 60 Percent (60%) complete plans [PDF]
3. 60 Percent (60%) Technical Specifications and modified City Standard Specifications [PDF and native MS word].
4. 60 Percent (60%) Construction Cost Estimate [PDF with cost back-up and native MS Excel].
5. 60 Percent (60%) Project Schedule [PDF and native MS project].
6. 60 Percent (60%) Geotechnical Report [PDF]
7. 60 Percent (60%) Lighting Calculations [PDF]
8. 60 Percent (60%) Structural Calculations [PDF]
9. 60 Percent (60%) Stormwater Treatment Memorandum [PDF]
10. Summary of Utility Coordination Status
11. Caltrans Encroachment Permit application package.
12. Draft temporary construction easement and right of entry agreement exhibits, plates and legal descriptions of all impacted private properties.
13. Meeting minutes and pending item log.
14. QA/QC report and signed certification of 60% independent review, and associated CRF.

#### **Task 4: 90% Submittal**

CONSULTANT shall proceed with 90% design after receiving written confirmation from the City to proceed.

##### **4.1 Respond to comments on 60% submittal.**

Consultant to update the CRF to document each of the City's and other agencies' comments on 60% PS&E and design memoranda. Submit initial responses to each comment, then meet with the City to discuss any comments that requires agreement on the Consultant's proposed resolution. After discussion with the City and reaching an agreement on the disposition of each comment, the Consultant shall update CRF to document the final status of each comment.

##### **4.2 90% Plans, Specifications and Cost Estimate**

Upon reaching an agreement with the City on status of the 60% submittal comments, the Consultant shall incorporate comments from the 60% submittal and prepare construction documents and cost estimates to 90% complete level. Construction documents including plans, details, technical specifications and modified CITY standard specification necessary to complete the work described, integrate all work with all other elements of the project.

- 4.3 Update project schedule for the entire work, including construction phase.
- 4.4 90% Design Memoranda.  
Update the following design memoranda based on the 90% plans and specifications.
- Structural calculation
  - Lighting calculation
  - Stormwater treatment memorandum
  - Geotechnical report
- 4.5 Attend one (1) design coordination meeting with CITY personnel. Record meeting minutes, action items and prepare pending item log.
- 4.6 Permits  
Revise Caltrans encroachment permit application, including required attachments per City and Caltrans review comments.
- 4.7 TCE and ROE Documents and Assistance.  
Assist the City in obtaining the necessary TCE's and ROE's necessary to construct the Project. Prepare exhibits, plates and legal descriptions. Provide guidance on acquisition and negotiation requirements.  
Preparation of appraisals or negotiation and acquisition of rights are not included in this task. These services are under optional tasks if needed.
- 4.8 Advance utility coordination. Send 90% plans to utility owners potentially affected by the Project.
- 4.9 QA/QC and Independent Review.  
Perform QA/QC tasks according to CITY approved QA/QC program manual, including an independent review. Provide a certification of independent review on the company letter head, dated, and signed. Independent review engineer's electronic stamp and signature are acceptable. The certification should be addressed to the assigned CITY project manager. The independent review also serves as an Interdisciplinary Review (IDR).

Deliverables:

1. CRF [PDF]
2. 90 Percent (90%) complete plans [PDF]
3. 90 Percent (90%) Technical Specifications and modified City Standard Specifications [PDF and native MS word].
4. 90 Percent (90%) Construction Cost Estimate [PDF with cost back-up and native MS Excel].
5. 90 Percent (90%) Project Schedule [PDF and native MS project].

6. 90 Percent (90%) Geotechnical Report [PDF]
7. 90 Percent (90%) Lighting Calculations [PDF]
8. 90 Percent (90%) Structural Calculations [PDF]
9. 90 Percent (90%) Stormwater Treatment Memorandum [PDF]
10. Summary of Utility Coordination Status
11. Caltrans Encroachment Permit application package.
12. Draft temporary construction easement and right of entry agreement exhibits, plates and legal descriptions of all impacted private properties.
13. Meeting minutes and pending item log.
14. QA/QC report and signed certification of 90% independent review.

**Task 5: 100% Submittal**

CONSULTANT shall proceed with preparation of the 100% design after receiving written confirmation from the City to proceed.

5.1 Respond to Comments on 90% submittal.

Consultant to update the CRF to document each of the City's comments and other agencies' comments on 90% PS&E and design memoranda. Submit initial responses to each comment, then meet with the City to discuss any comments that requires agreement on the Consultant's proposed resolution. After discussion with the City and reaching an agreement on the disposition of each comment, the CRF will be updated to document the final status of each comment.

5.2 Attend one (1) design coordination meeting with CITY personnel. Record meeting minutes, action item and update pending item log.

5.3 100% Plans, Specifications and Cost Estimate

Upon reaching an agreement with the City on status of the 60% submittal comments, the Consultant shall incorporate comments from the 90% submittal and prepare construction documents and cost estimates to 100% complete level. Construction documents including plans, details, technical specifications, and modified CITY standard specification necessary to complete the work described, integrate all work with all other elements of the project. 100% submittal plans shall be stamped, and signed.

5.4 Update project schedule for the entire work, including construction phase.

5.5 100% Design Memoranda.

Prepare the following final design memoranda based on the 100% plans and specifications.

- Structural calculation

- Lighting calculation
- Stormwater treatment memorandum
- Geotechnical report

5.6 Caltrans Encroachment Permit

Incorporate Caltrans' review comment. Prepare the Encroachment Permit Application package for the City to submit to Caltrans.

5.7 TCE and ROE Documents and Assistance.

Prepare final TCE and ROE, exhibits or plats and legal descriptions necessary to construct the Project. Incorporate CITY review comments and property owners' comments on the draft temporary construction easement and right of entry agreement exhibits, plates and legal description for all impacted private properties.

5.8 QA/QC and Independent Review.

Perform QA/QC tasks according to CITY approved QA/QC program manual, including an independent check. A statement to indicate independent review has been performed for each discipline and signature of the engineer who performed it shall be added to the Plans Cover Sheet. Electronic stamp and signature are acceptable. Provide a certification of independent review on the company letter head, dated, and signed. Independent review engineer's electronic stamp and signature are acceptable. The certification should be addressed to the assigned CITY project manager.

5.9 Finalize utility coordination and incorporate into construction documents.

Deliverables:

1. Comment Response Form (CRF) [PDF and MS Word or Excel].
2. 100 Percent (100%) complete plans [PDF with electronic signature].
3. 100 Percent (100%) technical Specifications and modified City Standard Specifications [PDF files with electronic signature and native MS word files].
4. 100 Percent (100%) Construction Cost Estimate [PDF with cost back-up and native MS excel file].
5. 100 Percent (100%) Project Schedule [PDF files and native MS project file].
6. Caltrans Encroachment Permit application package with all necessary supporting documentation for the CITY to obtain permits.
7. 100 Percent (100%) Geotechnical Report [PDF with electronic signature]
8. 100 Percent (100%) Lighting Calculations [PDF with electronic signature]

9. 100 Percent (100%) Structural Calculations [PDF with electronic signature]
10. 100 Percent (100%) Stormwater Treatment Memorandum [PDF with electronic signature]
11. Final temporary construction easement and right of entry agreement exhibits, plates and legal descriptions for all impacted private properties.
12. Summary of Utility Coordination Status
13. Meeting minutes and pending item log.
14. QA/QC report and signed certification of independent review.

**Task 6: Bid Documents**

Consultant shall proceed with preparation of the Bid Documents after receiving written confirmation from the City to proceed.

6.1 Respond to Comments on 100% submittal

Consultant to update the Comment Response Form (CRF) to document each of the City's comments and other agencies' comments on 100% PS&E and design memoranda. Submit initial responses to each comment and then meet with the City to discuss any comments that requires agreement on the Consultant's proposed resolution. After discussion with the City and reaching agreement on the disposition of each comment, the CRF will be updated and finalized to document the final status of each comment.

6.2 Attend one (1) design coordination meeting with CITY personnel. Record meeting minutes, action item and update pending item log.

6.3 Prepare Bid Documents.

Consultant shall prepare final bid documents, which include the plans, technical specifications, modified CITY standard specification, engineer's estimate and project schedule, necessary to complete the Work described. Incorporate all comments from the 100% submittal to bid documents based on agreed upon dispositions. The plans are to be signed and sealed by the responsible engineer for each plan. The signature page of the specifications will be signed and sealed for each discipline. The cover page of the plans is to include signature of the independent reviewers.

6.4 Coordinate with and provide information to Caltrans and other permitting agencies for their issuance of Caltrans encroachment permit and other necessary permits.

6.5 The submittal will include a quality control review according to the quality control plan.

Deliverables:

1. Comment response form, meeting minutes and pending item log. [PDF file and in native MS word or excel format].
2. Bid Plans [PDF files with electronic signatures for all sheet except cover page, 1 hard copy wet signed cover page, AutoCAD files,].
3. Bid Specifications [PDF files with electronic signature, MS Word file]
4. Engineer's Cost Estimate [PDF files, MS Excel with cost back-up]
5. Caltrans Encroachment Permit Application and all supporting documents.
6. Project Schedule [PDF file, MS Project].
7. Summary of Utility Coordination Status.
8. Lighting calculations and structural calculations are assumed to be final at 100% submittal. Calculations (lighting, structural, or others) to be included in bid document submittal only if the calculations contain changes not included in 100% submittal.
9. Geotechnical report is assumed to be final at 100% submittal. Geotechnical report to be included in bid document submittal only if the report contains changes not included in 100% submittal.
10. QA/QC report and signed certification of independent review.

**Task 7: Bidding and Award Assistance**

Consultant shall:

- 7.1 Assist City by providing names and contact information for contractors in the area who may be interested in bidding this project.
- 7.2 Pre-Bid Meeting  
Contribute material for pre-bid meeting presentation, present the material and attend the pre-bid meeting. The pre-bid meeting will be coordinated and hosted by the City.
- 7.3 Assist City with responses to bidder's inquiries through City's Project Manager, and assist City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.
- 7.4 Assist City with bids review and provide recommendations for award.

Deliverables:

1. Written responses to bidder's inquiries [electronic copy in MS word].
2. Support information for addenda [one signed original hard copy, and electronic copy in PDF format].

## **Task 8: Construction Phase Assistance**

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 the construction and terminates on the date the City Council approves the acceptance of the PROJECT.

- 8.1 Up to two (2) Consultant staff to attend the pre-construction meeting, which will be coordinated and hosted by the City.
- 8.2 Attend meetings and visit the site when necessary as determined and requested by City during construction phase. Twenty (20) site visits, at a total of 40 hours included.
- 8.3 Assist with utility coordination.
- 8.4 Review and approve Contractor's submittals for conformance to the plans and specifications. Submittals includes shop drawings, product data, substitution requests, and samples.
- 8.5 Review Contractor's request for information (RFI) and furnish additional drawings and/or specifications for supplementing, clarifying, and /or correction purposes.
- 8.6 Assist City in evaluating the merit of contractor's Change Order Requests, and preparing Change Orders, if needed.
- 8.7 Total 240 hours included for tasks 8.4, 8.5 and 8.6.

### Deliverables:

1. Responses to RFI [electronic file].
2. Review results of contractor submittal/shop drawings. [electronic file]
3. Field reports, construction visit notes and photographic record by CONSULTANT and sub-consultants. [electronic file]
4. Furnish additional drawings and/or specifications for supplementing, clarifying, and /or correction purposes and for change orders.
5. Change orders as required. [electronic file]

## **Task 9: Record Drawings and Project Close-out**

The CONSULTANT shall:

- 9.1 Attend one (1) inspection meeting to conduct preliminary observation and prepare a Final Inspection Report including a punch list. (1 inspection meeting and 1 punch list included in allowance).
- 9.2 Assist the City with preparation of close-out documents, which includes assisting the City in preparing the punch list verification, Notice of Substantial Completion affirming the project is sufficiently complete. This

commences the warranty period, transfers insurance responsibility for the project area from the contractor to the CITY.

- 9.3 Assist the city with preparing Issuance of Notice of Final Completion (filing will be by CITY).
- 9.4 At completion of the PROJECT Consultant shall prepare record drawings that reflect the changes to the work during construction based upon any issued ASI's or other documents issued by the Consultant and upon marked up prints, drawings, and other data furnished by the Contractor and CITY. If the CONSULTANT adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings and included in the drawing index. CONSULTANT shall provide CITY a complete set of record drawings in PDF and AutoCAD format. CONSULTANT may at its own expense, prepare and retain a copy of each drawing for its permanent file.

Deliverables:

1. Final inspection report including Issues Punch List. [PDF and MS Word]
2. Record drawings in 22" x 34" size on CD/DVD in PDF and AutoCAD format.

**Task 10: Optional Services**

10.1 Geotechnical Field Exploration

Drill and collect subgrade soil samples from up to 7 locations distributed along the proposed roadway widening and repair work. City will provide encroachment permit (no fee) for the field work. Traffic control shall be provided by the Consultant for the field exploration work as per City permit conditions. The bore holes shall be back filled with cement grout or cold patch AC. R-value tests shall be conducted by Consultant on samples collected from the drilling work. This data is to be used in the pavement design. The following is included in this task:

- a. Obtain a City of Santa Clara encroachment permit (assumed no fee).
- b. Mark out the borings in white paint and call in USA North Utility Notification a minimum of 72 hours before the start of the field work.
- c. With traffic control in place, drill up to seven soil borings using solid flight augers to completion depths of 10 feet below current grades. Because these are less than 45 feet deep, no boring permit from Santa Clara Valley Water Authority is required.
- d. The existing asphalt concrete (AC) and any identified base material will be measured where penetrated with borings. All borings will be backfilled with lean cement, and the soil cuttings drummed and

disposed of off-site. All penetrations in the asphalt will be patched with SET45 dyed black, patching and repair mortar.

- e. Sampling will be performed using driven split barrel samplers following the Standard Penetration Test (ASTM D1586). Bulk samples will be retrieved from the auger cuttings as the drilling advances.
- f. Recovered representative samples will be visually classified and tested to better determine the engineering characteristics of the soils. At this time the testing is anticipated to consist of Atterberg Limits, gradation, R-value, and optimum moisture content/maximum dry density (Modified Proctor). The actual test schedule will be prepared after the samples are collected.

One (1) day of fieldwork is assumed.

#### 10.2 Pothole

Consultant will prepare a potholing plan and submit it to the City for approval. Upon receiving City approval, Consultant will conduct up to thirty (30) potholes to locate existing underground utilities.

10.1.a through 10.1.d shall also apply to pothole work.

#### 10.3 As-Needed Construction Support

Consultant to provide as-needed support at City's request during construction. Consultant shall only perform work under this task with City's written request.

#### Deliverables:

1. Results of Geotechnical Field Exploration (to be included in Geotechnical Engineering Study).
2. Potholing Plan.
3. Potholing Data (to be included in Utility Plans and Utility Report).

#### IV. SCHEDULE

Milestones	Duration	Due date
Notice to Proceed	1 day	July 10, 2019
Confirm Project Scope	3 months	October 10, 2019
60% Submittal	3.5 months	January 24, 2019
90% Submittal	3.5 months	May 8 , 2020
100% Submittal	1.5 months	June 22, 2020
Bid Document Submittal	1.5 months	August 7, 2020

Due dates shall shift based on actual NTP date and durations in the schedule.

**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 \$930,233, plus any authorized Reimbursable Expenses, which shall not exceed \$1,500. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$96,267. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$1,028,000, subject to budget appropriations.

Consultant shall bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice in a format approved by City and subject to verification and approval by City. Consultant shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

**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. The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant services required by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate remaining budget from completed Tasks to additional services. The total amount of all the Tasks is a not-to-exceed amount. Figures in table below include subconsultants' costs and their markup, but exclude reimbursable expenses.

Task	Description	Task subtotal
1	Project Management	\$ 63,593
2	Pre-Design Investigation and Project Scope Confirmation	\$ 137,316
3	60% Submittal	\$ 201,251
4	90% Submittal	\$ 165,205
5	100% Submittal	\$ 113,237
6	Bid Documents	\$ 36,914
7	Bidding and Award Assistance	\$ 18,738
8	Construction Phase Assistance	\$ 57,785
9	Record Drawings and Project Close Out	\$ 34,365
10	Optional Services	
	10.1 Geotechnical Exploration	\$ 34,120
	10.2 Pothole	\$ 24,710
	10.3 As-Needed Construction Support	\$ 43,000
<b>TOTAL</b>		<b>\$ 930,233</b>

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed \$1,500 without prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the Consultant’s full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. The following is a sample of items that are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Travel expenses (travel time and mileages)
- Local and Long Distance Telephone (landline, mobile) and Fax Expenses
- US Mail
- Copying and Plotting Cost

Reimbursable Expenses may include:

- Outside Duplicating Cost for Plans and Reports
- Presentation Materials
- Delivery, Courier Services when requested by City.

All other reimbursable costs shall be approved in advance by City in writing.

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 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 \$96,267 without approval by the City.

V. RATE SCHEDULE

Labor Categories and Billing Rates. Rates shown are rates per hour.

WRECO

Billing Classifications	Rates
Principal Engineer	\$270
Supervising Engineer	\$230
Senior Engineer	\$180
Associate Engineer	\$120
Staff Engineer	\$95
Senior Technician/CADD	\$90
Administrator/Clerical/Tech Editor	\$80

Subconsultants are billed at rates below plus 10% markup. Markup is limited to 10% maximum.

CSG Consultants

Billing Classifications	Rates
Principal Engineer	\$220
Senior Engineer	\$190
Associate Engineer	\$165
2-Man Survey Crew	\$320

Gates + Associates

Billing Classifications	Rates
Principal	\$180
Associate Principal	\$160
Senior Associate	\$140
Irrigation	\$145
Job Captain	\$125

Kimley-Horn

Billing Classifications	Rates
Sr. Engineer IV	\$270
Engineer IV	\$195
Engineer III	\$165
Engineer II	\$140
Analyst II	\$125
Admin	\$85

Associated Right of Way Services

Billing Classifications	Rates
Principal Consultant	\$225
Consultant II	\$130
Right of Way Tech	\$80
Appraiser I	\$175

## 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.

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, Contractor 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 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 indemnitied 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



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.

## EXHIBIT D LABOR COMPLIANCE ADDENDUM

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

### A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

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

#### B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

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practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.