

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
CSG CONSULTANTS, INC.  
FOR  
PAVEMENT MAINTENANCE AND REHABILITATION PROJECTS**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and CSG Consultants, Inc. (CSG), 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

Exhibit E – Notice of Exercise of Option to Extend Agreement Form

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**

### **2.1 Initial Term**

The initial term of the Agreement shall be to address the pavement maintenance and rehabilitation contracts planned to be completed in 2020. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on July 9, 2019 and terminate on March 31, 2021 (“Initial Term”).

### **2.2 Options to Extend**

After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms through March 31, 2023 (“Option Periods”) to address future planned pavement maintenance and rehabilitation contracts in 2021 and 2022. City shall provide Consultant with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

## **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 six hundred ninety four thousand two hundred eighty seven dollars (\$694,287) for the Initial Term, six hundred forty three thousand five hundred dollars (\$643,500) for the first Option Period, and six hundred sixty three thousand three hundred dollars (\$663,300) for the second Option Period, for a total maximum compensation of the Agreement of two million one thousand eighty seven dollars (\$2,001,087), 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 subcontractors without express written permission from City.

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

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

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

## **10. INDEPENDENT CONSULTANT**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent 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, subcontractors, 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 [engineering@santaclaraca.gov](mailto:engineering@santaclaraca.gov)

And to Consultant addressed as follows:

CSG Consultants, Inc.  
Attention: Michael Fisher, Project Manager  
3150 Almaden Expressway, Suite 255  
San Jose, CA 95118  
and by e-mail at [michaelf@csgengr.com](mailto:michaelf@csgengr.com)

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

**18. COMPLIANCE WITH LAWS**

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

**19. CONFLICTS OF INTEREST**

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

**20. FAIR EMPLOYMENT**

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

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

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

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

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: \_\_\_\_\_

\_\_\_\_\_  
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"

**CSG CONSULTANTS, INC.**  
a California corporation/

Dated: 06-20-19  
By (Signature): \_\_\_\_\_  
Name: Cyrus Kianpour  
Title: President  
Principal Place of Business Address: 550 Pilgrim Drive  
Foster City, CA 94404  
Email Address: cyrus@csgengr.com  
Telephone: (650) 522-2500  
Fax: (650) 522-2599

"CONSULTANT"

## **EXHIBIT A SCOPE OF SERVICES**

### **I. OBJECTIVE**

The City of Santa Clara (CITY) desires to engage CONSULTANT to provide engineering design services to prepare bid documents (plans, specifications, and engineer's estimate or PS&E) for public works bidding of pavement maintenance and rehabilitation contracts to support the City's Annual Pavement Maintenance and Rehabilitation Program.

### **II. GENERAL**

This Scope of Services is based upon CONSULTANT's proposal dated April 8, 2019, and subsequent discussions between CITY and CONSULTANT that amended the CONSULTANT's proposal in order to meet the project objective as mutually agreed by CITY and CONSULTANT. This scope of services shall be regarded as an amendment to the CONSULTANT's proposal dated April 8, 2019. CONSULTANT and CITY agree that this Scope of Services incorporates CONSULTANT'S professional qualifications and experience and will meet the CITY's objectives.

#### **Baseline Solution**

For the purposes of this Scope of Services, CITY anticipates that CONSULTANT will need to prepare construction bid documents for pavement maintenance and rehabilitation contracts to be constructed in 2020 with a total project budget of approximately \$7.0 million, all inclusive of design consultant costs, construction costs, and City administrative costs.

A draft list of streets and map to be maintained under the 2020 project with their assumed pavement treatments was attached to the Request for Proposals and is incorporated into this Agreement by reference. The draft list of streets is based upon costs and recommended treatments derived from Streetsaver. The final list of specific streets and their respective treatments to be maintained and rehabilitated in 2020 will be further refined and determined through the course of services dependent upon preliminary engineering and cost estimates prepared by CONSULTANT during the Preliminary Engineering and Evaluation task to ensure the projects remain within the established budget. Therefore, the CITY reserves the right to change the list of streets through the course of services.

Dependent upon the final streets selected for treatment and the treatment types, CONSULTANT may need to prepare up to two (2) separate and complete construction document packages based upon the type of treatment work involved.

For example, one (1) contract may be for sealing type work and one (1) contract may be for paving type work.

The construction document packages and the draft list of streets with assumed pavement treatments listed above to be maintained and rehabilitated under the 2020 project represent a baseline solution provided in this Scope of Services as a guideline to develop the Scope of Services and Schedule of Fees for the project.

CITY expects CONSULTANT to evaluate streets and alternative treatments in the Preliminary Engineering and Evaluation Task which will determine the final street list, street treatments, contract packaging approach, and number of construction bid document packages.

Any deviations from the baseline solution results in the need to prepare other than the assumed two (2) construction document packages, or streets other than listed in the draft list of streets, or pavement treatments significantly different than originally assumed, changes to the Scope of Services and Schedule of Fees shall be addressed by CITY and CONSULTANT prior to commencing to the Construction Documents Task. Changes to the Scope of Services and Schedule of Fees will be permitted only in writing by an Additional Services Authorization and only to either add or delete Scope and Fee based upon the findings of the Preliminary Engineering and Evaluation Task.

### **Project Team**

CONSULTANT shall provide the services described herein through a project team, comprised of CONSULTANT and subconsultants as identified as follows:

- Quiet River Land Services, Inc.      Surveying
- Smith-Emery      Pavement Investigation

Subconsultants to Smith-Emery:

- Pavement Engineering Inc.      Deflection Testing

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

### **III. BACKGROUND**

The City manages a Pavement Maintenance and Rehabilitation Program and annually issues bids for construction contracts to perform pavement maintenance and rehabilitation work in the summer of each year. The City utilizes Streetsaver pavement management software to manage the street inventory and pavement conditions, and to assist in selecting the streets to be maintained and rehabilitated each year. The current Pavement Condition Index (PCI) of the City's streets is 75

(as of February 2019). The City's pavement maintenance and rehabilitation construction contracts typically involve slurry seals, patching, cape seals, and asphalt overlays, including the ancillary work of ADA curb ramps and pavement delineation.

#### **IV. RESPONSIBILITIES OF CITY**

CITY will provide the following information regarding the project as-available:

- Record drawings (as-available)
- Information from City's Streetsaver pavement management system
- CITY's Standard Details, Specifications, Benchmark, and Design Criteria
- Storm Drain (SD), Sanitary Sewer (SS), Electric, Water and Recycled Water Block Book Maps (as-available)
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, City water lines, City electric utilities, and aerial photographic tiles
- Payment of permit application fees, if required

#### **V. BASIC SCOPE OF SERVICES**

The Basic Scope of Services includes all professional services required to prepare bid documents (plans, specifications, and engineer's estimate or PS&E) for public works bidding of pavement maintenance and rehabilitation contracts to support the City's Pavement Street Maintenance and Rehabilitation Program.

##### **1. TASK 1: PROJECT MANAGEMENT**

CONSULTANT shall:

- 1.1 Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget.
- 1.2 Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project.
- 1.3 Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last construction package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are 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 time extension. The schedule shall be maintained at all times and shall be updated each time progress and milestones are changed.

- 1.4 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.
- 1.5 Provide monthly progress reports.
- 1.6 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 construction documents.
- 1.7 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.
- 1.8 Only the designated Project Manager or approved delegates performing project management duties shall charge time to Task 1 Project Management. CONSULTANT's technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to project management.

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 (1 hard copy).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting.

4. Monthly progress reports and invoices (1 hard copy).

## **2. TASK 2: PRELIMINARY ENGINEERING AND EVALUATION**

### **2.1. Data Collection & Field Review**

CONSULTANT shall collect as-built record drawing information for the streets as necessary for subsequent project design. CONSULTANT shall review the information provided by CITY to verify completeness and identify any missing information that is necessary for design. For information that is required for non-CITY maintained facilities, CONSULTANT shall contact the appropriate owner to obtain information, as needed.

CONSULTANT shall perform a field review of the streets proposed for maintenance and rehabilitation to evaluate and document existing conditions and shall prepare field notes that generally describe conditions that may affect the work, such as pavement condition, visible surface utility information, traffic conditions, physical obstructions, and constructability.

CONSULTANT shall review existing curb ramps along the proposed streets and determine if they need to be replaced per ADA requirements based upon the street maintenance treatment involved. Detailed design of the replacement ADA curb ramps will be prepared by CONSULTANT in a subsequent task.

On streets anticipated to receive pavement resurfacing, CONSULTANT shall identify areas of deficient concrete curb and gutter that is readily apparent based on visual observation that may result in impacts to the pavement such as poor storm water drainage or uplift due to tree roots. Design of corrections for these deficiencies shall not be considered as included in the base Scope of Services, but may be authorized as an Optional Task in subsequent work.

CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities for each street. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft copy the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

## **2.2. Treatment Selection, Preliminary Cost Estimating, Refinement of Street Selection, Project Packaging**

Based upon existing conditions, data collected, and field review, CONSULTANT shall propose recommended treatments for each street identified for the project and prepare preliminary cost estimates. As part of this task, CONSULTANT shall also evaluate and recommend alternatives for treatment for CITY's consideration, such as recommending treatments with a lower initial cost but shorter service life versus treatments at a higher initial cost but with a longer service life, etc.

The preliminary estimate shall account for all major work items that contribute to the cost. The purpose of the preliminary cost estimates is to ensure the project remains within budget and whether or not streets need to be added or removed from the project to remain within the established project budget. Based upon the cost estimates, the street list shall be finalized at this stage.

For the purposes of preliminary estimating, CONSULTANT may assume asphalt digout quantities based on an informed estimate (percentage) that is generally informed through CONSULTANT's field review. Detailed marking and quantity calculations for asphalt digouts will occur in a subsequent task.

Based upon the recommended street treatments and cost estimates, CONSULTANT shall evaluate and propose recommendations for programming the streets into construction bid packages in order to perform the work as cost effectively and efficiently as possible, i.e. a separate sealing contract and a separate paving contract, or a combined contract, etc. The project packaging shall be finalized upon completion of this task before proceeding to subsequent tasks.

## **2.3. Base Mapping (35% Design)**

CITY will provide geographic information system (GIS) data to CONSULTANT. The GIS data is limited to street centerlines, edge of pavement, land parcels, City storm drains, City water lines, City sanitary sewer lines, City electric utilities, and aerial photographic tiles. It is noted that the GIS data is approximate.

CONSULTANT shall prepare base maps for use in exhibits and contract drawings. Based upon the nature of the work, it is anticipated that base maps based upon GIS information and aerial photos will be sufficient to adequately present the work in the contract drawings, and base maps prepared from field survey and topographic information is not required.

Base maps shall be prepared in AutoCAD format and these drawings will be used for subsequent design and construction document preparation. CITY's preferred base drawing format is 22" x 34" sized sheets at a legible scale. Regardless of the number of sheets and sizes of sheets, all base maps required

for the Project shall be considered as included in the Basic Scope of Services. Requests for Additional Services related to the size and number of sheets required to bid the project will not be considered.

Base maps shall only be prepared upon finalization of the street treatment list to ensure maps are not prepared for streets that will not be included in the project.

The preparation of the base maps shall be considered as the 35% design of the project.

## **2.4. Topographic Survey**

CONSULTANT shall perform topographic survey to support the design of the curb ramps. Topographic surveying will be performed by the CONSULTANT's subconsultant, Quiet River Land Services, Inc.

Quiet River Land Services, Inc. will set horizontal and vertical control based on City's horizontal control survey. The elevation will be based on City's benchmarks.

The topographic field survey and map project will include: establishing a GPS Derived project Benchmark, the setting of at least two semi-permanent control points at or near the curb ramp areas. The survey will include the location of curb/gutter/lip, limits and features of the existing concrete ramps and the connecting sidewalks, ground features and grade breaks; AC/roadway features along conform lines in the street and at sidewalk locations down the returns; lane and crosswalk striping, catch basin w/ invert elevations (as possible), visible pertinent utilities found within the survey limits of the ramp sites to include manholes, water valves, hydrants, meters; signs; poles, anchors, streetlights and other pertinent improvements at and around the subject curb ramps.

A total of 108 curb ramps are assumed for the topographic surveying. The Schedule of Fees also assumes an allowance of three (3) days of two-person survey crew for additional limited survey work of other miscellaneous existing street conditions in addition to the 108 curb ramps.

The following items are specifically excluded from the Basic Scope of Services:

- City Survey Monuments
- Monument Wells
- Filing of Corner Records
- Property/boundary/Right-of-way determinations

## **2.5. Preliminary Engineering Memorandum (Treatment Recommendations, Cost Estimates, and Construction Project Packaging)**

CONSULTANT shall document the findings under this Task as a brief memorandum for CITY's review and approval. CONSULTANT shall meet with CITY to review the results of the memorandum and anticipate up to two (2) rounds of CITY comments and revisions to the memorandum provided that the CONSULTANT incorporates the comments and revisions as appropriate for each round of revision.

The memorandum shall be simple and brief with the purpose of documenting the final street list, estimated costs, treatments, and construction document packaging for subsequent Tasks.

CITY anticipates that crack sealing to be performed prior to slurry seals will be performed by CITY forces in advance of construction. In order to ensure CITY forces have adequate time to perform the crack sealing, at this point in the project the slurry seal treatment list of streets shall be finalized and provided to CITY.

### Deliverables:

1. Notice of Intent to Construct (NOI) forms, tracking log, and information received
2. Base Maps (PDF)
3. Field Survey Data
4. Preliminary Engineering Memorandum (as a single complete PDF)
5. Street List for streets to be slurry sealed.

## **3. TASK 3: PERMITTING**

CONSULTANT shall be responsible for obtaining required permits necessary to bid and construct the project. CITY will pay permit fees per Section IV., Responsibilities of City, of this Scope of Services. CONSULTANT shall provide each permitting agency with a project description including the appropriate project plans along with the permitting applications and any necessary supporting documentation. CONSULTANT shall submit the permitting package to CITY for signature and CONSULTANT shall submit to the permitting agencies.

CONSULTANT shall respond in writing to all questions and comments raised by the permitting agencies. Copies of comments and/or questions received and draft responses shall be submitted to CITY for approval prior to submittal to the agencies. Final permit requirements shall be incorporated into the project's contract documents.

The following is a list of potential permits that may be required for the project. If additional permits are required or if additional agencies are identified other than those on the list below, they shall be considered included as part of the Basic Scope of Services and not as Additional Services.

- Santa Clara County Department of Roads and Airports (Encroachment Permit)
- Valley Transportation Authority (Encroachment Permit)
- City of San Jose (Encroachment Permit)
- Caltrans (Encroachment Permit)

For permits that are required to be obtained by CITY's construction contractor after contract award, CONSULTANT shall coordinate and make necessary arrangements with the permitting agency during design to ensure the project will be permitted when CITY's construction contractor applies for the permit.

Permits shall be submitted at the appropriate time in accordance within the project schedule to ensure permits are issued and final to be incorporated into the construction documents prior to bid.

Deliverables:

1. Permit application packages with all necessary supporting documentation.
2. Final permits.

**4. TASK 4: CONSTRUCTION DOCUMENTS (65%, 95%, 100%, and FINAL BID SET SUBMITTALS)**

Upon CITY's approval of the Preliminary Engineering Memorandum in Task 2 that defines the street treatment approach and construction document packaging for the project, CONSULTANT shall prepare biddable and constructible construction contract documents. The subtasks outlined below shall be required for each construction package to be prepared as identified in the preliminary engineering memorandum.

If changes in the Scope of Services or Schedule of Fees under this Task are required due to changes in the baseline solution identified during Task 2, changes shall be proposed by CONSULTANT and approved in writing by CITY prior to commencement of this Task.

CITY's typical pavement maintenance and rehabilitation project plans are prepared on cut sheets showing each street, and are considered moderately detailed in showing typical cross sections, notes, pavement treatments, surface utilities (e.g. Manholes), survey monuments, asphalt digouts, traffic signal loops, ADA curb ramps, necessary construction details, pavement delineation, and sign plans.

CONSULTANT shall conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review.

Deliverables will be reviewed for:

- Conformance to approved formats, criteria, specifications, & professional standards of practice.
- Adequacy, clarity, ease of interpretation
- Constructability
- Compatibility of design discipline interfaces
- Errors and discrepancies
- Coordination with related designs and project elements
- Integration of design disciplines
- Incorporation of design changes
- Conformance to required environmental mitigation

#### **4.1. 65% Construction Documents Package**

CONSULTANT shall perform engineering and design activities to develop a 65% level of completion construction documents. A 65% level of completion is considered as a plans, specifications, and estimate submittal that is generally complete including all major work items and necessary details that is sufficient to allow thorough and complete review. Review of the 65% submittal will identify and raise potential issues for resolution in subsequent submittals.

Subsequent submittals shall provide opportunities to further refine the contract documents.

##### **4.1.1. Construction Documents**

The 65% construction documents submittal shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include Plans, Specifications, Engineer's Cost Estimate, and Probable Project Construction Schedule, in accordance with the following:

- The Plans shall be complete and show property lines (based on GIS), existing high-risk utilities impacted by the work, and major construction features. At isolated locations where right-of way ownership is not clear or complex based on the GIS (such as at corner curb ramp locations), CONSULTANT shall acquire CITY's right-of-way records and show accurate right-of-way for these isolated locations.
- ADA Curb Ramps: CONSULTANT shall provide detailed design of replacement ADA curb ramps. The detailed design should show the type

of ramp to be installed, elevations, design slopes, and any pavement reconstruction required to meet ADA requirements. CONSULTANT shall open existing utility boxes that may need to be adjusted to accommodate the curb ramp to verify that adjustment is feasible.

- Asphalt Digouts: CONSULTANT shall perform field work to mark asphalt dig out locations on streets in the field. CONSULTANT shall subsequently record the locations by any necessary means such that they can accurately be reflected on the project plans and re-established from the plans to the field during construction. CONSULTANT shall consider constructability while marking digouts. It is expected that the CONSULTANT's asphalt digout markings made during design for design purposes will remain on the pavement surface and will be refreshed prior to construction based on the contract plans. Refreshing the markings prior to construction will be performed by CITY based upon the existing markings and the project plans. CITY and CONSULTANT shall conduct a field meeting with appropriate staff to discuss and agree on the approach to digout markings prior to performing the marking.
- Pavement Delineation Plans (Complete Streets/Bicycle Masterplan): CONSULTANT shall coordinate with CITY's traffic engineering division to prepare pavement delineation plans based upon complete streets requirements and the CITY's bicycle masterplan. The proposed project striping is subject to change from the existing striping.
- Sign Plans (Complete Streets/Bicycle Masterplan): CONSULTANT shall coordinate with CITY's traffic engineering division to prepare sign plans based upon complete streets requirements and the CITY's bicycle masterplan. It is anticipated the sign modifications will be required for streets with added or changed bicycle facilities, and CONSULTANT shall be responsible for preparing the associated sign plans with oversight by CITY's traffic engineering division provided through review of milestone submittals.
- CITY BPAC Review: Per the CITY's complete streets policy, the project is required to undergo a review by the CITY's Bicycle and Pedestrian Advisory Committee (BPAC). CONSULTANT shall attend the BPAC meeting in which the project is reviewed, and address any recommendations made by BPAC. It is assumed that this BPAC review will be completed at the 65% level, and that the 65% plans will be of sufficient quality and completeness to facilitate BPAC review.
- Signal Design: CONSULTANT shall obtain as-built records and perform field review to determine signal loop detectors that need to be replaced, and to show the replacement on the project plans. This includes determining presence or absence of existing detector hand holes and

installing new hand holes where they do not currently exist. CONSULTANT shall also coordinate with CITY's traffic engineering division to ensure adequate detector lead-in-cables exist. CONSULTANT shall also design loop detector accommodations for bicycle detection should bicycle facilities be included on the pavement delineations plans according to complete streets and bicycle masterplan requirements.

- CONSULTANT shall identify, locate, and show the following on the plans: surface features (manholes, boxes, etc), City monuments, and existing pavement cross slopes. These shall be obtained through field observation and measurements and are not required to be located by topographic land survey.
- Consultant shall evaluate the project for requirements under the State General Construction Permit and provide all necessary services to ensure the project is compliant and incorporate requirements into the project bid documents. This includes determination of project type and risk level if necessary.
- If complex traffic handling is required to perform the work, CONSULTANT shall include traffic handling plans in the construction documents that are consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and Caltrans guidelines. These traffic handling plans are for work that cannot be completed under a typical temporary traffic control system for lane closure that would normally be submitted per the requirements of the CITY's specifications by the construction contractor. It is assumed that traffic handling plans will be required and only prepared for the area around El Camino Real to support the Caltrans encroachment permit process.
- Specifications shall include all Technical Specifications or Special Provisions required to construct the project. CITY will prepare the "frontend" contract specifications, i.e. Divisions 0 and 1 specifications of CITY's boilerplate. CONSULTANT shall provide all information required for CITY to complete the boilerplate. This information includes:
  - CONSULTANT's professional engineer seal and signature
  - Description of work
  - Type of Contractor's License required
  - Schedule of Bid Prices
  - Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for previous construction contracts and contract values).
  - Working Days
  - Recommendations for appropriate Liquidated Damages
  - Identification of any changes to the CITY's boilerplate that are required

- CONSULTANT shall be familiar with CITY's standard specifications and provide all Technical Specifications or Special Provisions such that they supplement, and do not conflict with, and are not redundant with the standard specifications. Changes to the CITY's boilerplate or deviations from the standard specifications shall be addressed by incorporating appropriate information into the project Technical Specifications or Special Provisions.
- CONSULTANT shall coordinate with CITY's traffic engineering division and determine allowable work hours, and allowable lane closure hours based on constructability and cost impacts, to be incorporated into the project documents. It is expected that lane closure charts will be included in the specifications for major multi-lane streets.
- The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of bid using engineering judgement. CONSULTANT shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate.
- The probable construction schedule will be used to establish the construction contract duration (e.g. number of working days) in the project specifications. The construction schedule does not need to be detailed, but it should contain enough information to accurately determine the contract duration.
- CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.

#### **4.1.2. Response to Comments**

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.

CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 65% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

### Deliverables:

1. 65% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project construction schedule).
2. Written response to comments.
3. 65% review meeting agenda and meeting minutes.

#### **4.2. 95% Construction Documents Package**

CONSULTANT shall perform engineering and design activities to develop a 95% level of completion construction documents. All major project issues shall have been resolved prior to this stage. The 95% construction document package shall include updated Plans, Specifications, Engineer's Cost Estimate, Probable Project Construction Schedule, in accordance with the following:

- The 95% submittal package shall incorporate comments received from CITY on the 65% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- CONSULTANT shall submit the 95% plans to affected utility owners for their use and information.

##### **4.2.1. Response to Comments**

CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. 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 95% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 95% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule).
2. Written response to CITY comments on the 95% design submittal.
3. 95% review meeting agenda and meeting minutes.

**4.3. 100% Construction Documents Package**

CONSULTANT shall finalize the Plans, Specifications, Engineer's cost estimate, and construction schedule based on the 95% review comments from CITY. All outstanding comments and issues from previous submittals shall be incorporated into the 100% construction document package. The 100% Bid Set documents shall be considered as complete with no future revisions planned nor deemed necessary, or "bid ready."

The 100% construction document package shall include final Plans, Specifications, Engineer's Cost Estimate, Probable Project Construction Schedule, in accordance with the following:

- The 100% submittal package shall incorporate comments received from CITY on the 95% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- PEER Review: Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

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

- CONSULTANT shall review previous projects of agencies near CITY and prepare a list of potential bidders for the project.

#### **4.3.1. Response to Comments**

CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. 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 100% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

##### Deliverables:

1. 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule).
2. Written response to CITY comments on the 100% design submittal.
3. 100% review meeting agenda and meeting minutes.
4. List of potential bidders in MS Excel format and shall include the company's name, email address, contact number, and address of business.

#### **4.4. Final Bid Set Documents**

The submittal shall be considered as a limited submittal to formalize and sign the Final Bid Set documents, and resolution of any minor issues remaining from the 100% Design Submittal package.

The final submittal shall consist of final Plans and Specifications, signed, stamped and dated by CONSULTANT in responsible charge for their preparation and be considered ready to bid. The final submittal shall be ready for CITY staff approval signatures.

##### Deliverables:

1. Stamped, signed, and dated Final Plans for CITY signature (two original hard copies and electronic files in AutoCAD and PDF formats).
2. Stamped, signed, and dated Final Specifications and supporting documents meeting CITY's requirements for bidding purposes (two original hard copies and electronic files in MS Word and .PDF formats).
3. Final Engineer's cost estimate (two hard copies and electronic files in MS Excel and .PDF formats).
4. Final construction schedule (two hard copies and electronic files in MS Project and .PDF formats).

## **5. TASK 5: BID SUPPORT ASSISTANCE**

CONSULTANT shall:

- 5.1. Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders, if requested by CITY. CITY to reproduce and distribute Contract Documents, maintain a planholder's list and log of bidders questions and responses.
- 5.2. Attend Pre-Bid Meeting, if required by Project. CONSULTANT shall coordinate with CITY to prepare agenda and meeting minutes.
- 5.3. Prepare Addenda to Construction Documents, if needed. CITY to reproduce and distribute all addenda.
- 5.4. Assist CITY in evaluating bids and preparation of recommendation letter to award the contract, if needed.
- 5.5. If addenda are issued, prepare a conformed set of documents that incorporated addenda into the documents.

### Deliverables:

1. Written clarifications and response to prospective bidders, if needed
2. Addenda to the Bid Documents, if needed.
3. Written recommendation for award of contract, if needed.
4. Conformed construction documents, if needed.

## **6. TASK 6: CONSTRUCTION SUPPORT**

THE CITY's construction management team will have primary responsibility for construction management and inspection. CONSULTANT shall:

- 6.1. Attend Pre-Construction Meeting upon request by CITY and respond to pre-construction meeting questions.
- 6.2. Review and approve shop drawings and submittals, including mix designs. Assuming two rounds of reviews and comments for each submittal.
- 6.3. Review Contractor's request for information (RFI's) and furnish additional drawings and/or specifications for supplementing, clarifying, and/or correcting purposes.
- 6.4. Attend meetings (assume 3) and site visits (assume 3) when necessary as determined and requested by CITY. Meetings and site visits shall be coordinated whenever possible.
- 6.5. Assist CITY with the review of construction, and other activities, as requested.
- 6.6. Prepare, review, and recommend approval of design related change orders, as requested.

Deliverables:

1. Shop drawing and submittal comments.
2. RFI responses.
3. Site visit memoranda, as required.
4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.
5. Change orders, as required.

**7. TASK 7: RECORD DRAWINGS AND PROJECT CLOSE-OUT**

CONSULTANT shall:

- 7.1. Upon request by CITY, in accordance with Bid Documents, CONSULTANT shall assist CITY in determining if the Project is ready for the stage of completion requested by the Contractor (Substantial or Final Completion). Attend the Final Walkthrough to provide input to final "punch list" and help determine if the work is ready for CITY acceptance. CONSULTANT shall provide CITY with a written recommendation.
- 7.2. At Final Completion of the Project, provide CITY with one set of reproducible Record Drawing that reflects the changes to the work during construction based upon marked up prints, drawings, and other data furnished by the Contractor, CITY, and Consultants. If CONSULTANT adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.
- 7.3. 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.

Deliverables:

1. FINAL Punch List input and written recommendations for substantial and/or final completion.
2. Record Drawings on a CD using AutoCAD, and one set electronic copy in PDF format.
3. CD containing PDF copies of all submittals received during construction phase.

**8. TASK 8: OPTIONAL TASKS**

If deemed necessary during the course of services, this Task provides for CONSULTANT to perform Optional Tasks as part of the Basic Scope of Services. Optional Tasks shall be authorized in writing prior to performing work, and shall only be invoiced if agreed by CITY and CONSULTANT in writing prior

to performing work. Fees for Optional Tasks shall be considered as part of the Fees for Basic Scope of Services.

### **8.1. OPTIONAL TASK: Physical Pavement Tests and Investigations (Requires CITY Authorization)**

If deemed necessary, CONSULTANT shall perform physical pavement tests and investigations and provide a Pavement Report. CONSULTANT's subconsultant, Smith-Emery, will perform a series of pavement coring and investigation tests along the areas preliminarily identified to receive an overlay treatment to determine the structural adequacy of the existing pavement and determine alternative treatment methods for evaluation by CONSULTANT and the City.

This Scope of Services and Schedule of Fees assumes the following work:

- Mark the proposed coring locations
- Provide traffic control
- Perform coring to the depth of the asphalt concrete
- Hand auger into the underlying subgrade materials
- Backfill the core holes with rapid setting concrete
- Develop a Plot Plan showing the core locations
- Submit an investigation report containing core logs, sample locations, and recommendations for treatment of the existing pavement with detailed descriptions and test data on the materials found in each location
- Deflection Testing

CONSULTANT's recommendations will be based on the measured Resistance-Value (R-Value) of subgrade soil and aggregate base, the existing section, traffic index provided by others, and severity of deterioration of the existing pavement. CONSULTANT will perform site visits, visually assess pavement condition, and identify areas that need to receive digout repairs and to confirm the coring and investigation tests.

Coring will also identify any pavement fabric that may be present.

This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work.

#### Deliverables:

1. Optional Task (If Authorized): Pavement Investigation Report

## **8.2. OPTIONAL TASK: Utility Potholing (Requires CITY Authorization)**

If deemed necessary due to the proposed treatment method, CONSULTANT shall perform vacuum excavation potholing for utility verification. The Schedule of Fees included in Attachment B is a budget allowance. Prior to performing any work under this task, CONSULTANT shall provide a written quotation for the actual number of potholes necessary for the work from a potholing contractor. Utility potholes shall be backfilled with CDF and the pavement will be restored in accordance with City Standard Detail ST-25. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work.

### Deliverables:

1. Optional Task (If Authorized): Potholing Data

## **8.3. OPTIONAL TASK: Additional Streets Beyond Base Solution**

If deemed necessary, CONSULTANT shall perform engineering services consistent with Tasks 1 through 7 of this Scope of Services for additional streets added to the project by CITY beyond the baseline solution and streets identified on the initial draft list of streets. The Schedule of Fees included in Attachment B is a budget allowance. Prior to performing any work under this task, CONSULTANT shall provide a written estimate of hours required to provide professional services associated with the additional streets. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. If this Task is approved, the budget allowance shown on the Schedule of Fees will be reallocated to and invoiced under Tasks 1 through 7 as agreed in writing by CITY and CONSULTANT.

## **8.4. OPTIONAL TASK: Design of Concrete Deficiencies**

If deemed necessary, CONSULTANT shall prepare the design of concrete work for areas observed to be deficient identified during Task 2. The design shall be incorporated into the construction documents. CONSULTANT's sub-consultant, Quiet River Land Services, Inc., will provide a survey along the areas of design. The Schedule of Fees included in Attachment B is a budget allowance. Prior to performing any work under this task, CONSULTANT shall provide a written estimate of hours required to perform the design. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. If this Task is approved, the budget allowance shown on the Schedule of Fees will be reallocated to and invoiced under Task 4, Construction Documents, as agreed in writing by CITY and CONSULTANT.

## **VI. CONTRACT OPTIONS: SUBSEQUENT PROJECTS FOR YEAR 2021 & 2022**

The initial term of the agreement shall be to provide design professional services for CITY's 2020 pavement maintenance and rehabilitation contracts.

CITY may request services from CONSULTANT beyond the 2020 pavement maintenance and rehabilitation projects to provide services for future pavement maintenance and rehabilitation contracts in years 2021 and 2022 as Contract Options. Should the CITY request such services, it is anticipated that the Scope of Services will be consistent with the Tasks 1 through 8 of the Basic Services of this Scope of Services. Authorization for the Contract Options will be addressed in writing if the options are exercised prior to performing any work.

The fee allocated for each Contract Option shown on the Schedule of Fees is a maximum compensation. The further allocations of this maximum compensation to individual tasks shall be mutually agreed by CITY and CONSULTANT in writing before proceeded with work under each Contract Option.

Budgets for the future 2021 and 2022 pavement maintenance and rehabilitation projects are subject to future budget appropriations by the City Council, but are anticipated to be approximately \$6.3 million each year. The fee allocated for each Contract Option is based upon a total project budget of \$6.3 million.

**EXHIBIT B**  
**SCHEDULE OF FEES**

**I. GENERAL PAYMENT**

Billing shall be on a monthly basis based on the services performed for each task. 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. All invoices shall provide a written description of work performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

Initial Term (2020 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the Initial Term (2020 Projects) shall not exceed \$631,170. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$63,120. In no event shall the amount billed to City by Consultant for services under the Initial Term of this Agreement exceed \$694,290, subject to budget appropriations.

First Extension Option Period (2021 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the first Option Period (2021 Projects) shall not exceed \$585,000. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$58,500. In no event shall the amount billed to City by Consultant for services under the first Option Period of this Agreement exceed \$643,500, subject to budget appropriations.

Second Extension Option Period (2022 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the second Option Period (2022 Projects) shall not exceed \$603,000. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$60,300. In no event shall the amount billed to City by Consultant for services under the second Option Period of this Agreement exceed \$663,300, subject to budget appropriations.

**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 materials 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 by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may

reallocate budget from Tasks to other Tasks or to or from additional services. The Consultant shall bill time and materials spent on a Task under the appropriate Task and will not be allowed to charge to future or inactive tasks unless approved in writing by City. The Consultant shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the services rendered.

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

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all subconsultant costs and administrative markups. The following table is a summary of the Tasks based upon the Proposal submitted by CSG Consultants, Inc. on May, 15, 2019 entitled Resource Allocation Estimate Prepared by CSG Consultants ("Estimate") and agreed by CITY and CONSULTANT, attached to this Exhibit B and incorporated herein by reference.

CONSULTANT shall invoice time and expenses according to the tasks identified in the Proposal. The time and expenses billed for subtasks may vary above or below the hours and fees identified on the Estimate provided that the total billed under a Task remains within the Fee established for the Task. Upon mutual agreement between CITY and CONSULTANT in writing, subtasks may be separated or combined as needed to facilitate CONSULTANT's invoicing.

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Initial Term:

<b>Description</b>		<b>Amount</b>
Task 1	Project Management	\$ 3,780
Task 2	Preliminary Engineering and Evaluation	\$ 137,790
Task 3	Permitting	\$ 12,880
Task 4	Construction Documents	\$ 325,180
Task 5	Bid Support Assistance	\$ 2,620
Task 6	Construction Support	\$ 23,640
Task 7	Record Drawings and Project Closeout	\$ 7,040
<b>Subtotal</b>		\$ 512,930
Task 8	Optional Tasks	\$ 118,240
<b>Total</b>		<b>\$ 631,170</b>

In no event shall the amount billed to City by Consultant for Basic Services under the Initial Term of this Agreement exceed six hundred thirty one thousand one hundred seventy dollars (\$631,170), subject to budget appropriations.

Contract Options:

<b>Description</b>	<b>Amount</b>
First Extension Option Period (2021 Pavement Maintenance Project)	\$ 585,000
Second Extension Option Period (2022 Pavement Maintenance Project)	\$ 603,000

In no event shall the amount billed to City by Consultant for Basic Services under the first Option Period (2021 projects) of this Agreement exceed five hundred eighty five thousand dollars (\$585,000), subject to budget appropriations.

In no event shall the amount billed to City by Consultant for Basic Services under the second Option Period (2022 projects) of this Agreement exceed six hundred three thousand dollars (\$603,000), subject to budget appropriations.

### III. REIMBURSABLE EXPENSES

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

### 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 terms 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.

### V. RATE SCHEDULE

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

Rates by classification are listed below. No adjustment to the rates will be allowed during the Initial Term of this Agreement unless otherwise agreed in writing by City.

Rates may be adjusted once in writing at the beginning of each Option Period. The adjusted rate shall be no more than the percentage difference between the Consumer Price Index (CPI) of June 2019 and the CPI of the month in which the Contract Option is exercised, and shall be capped at a maximum of 3% for each adjustment. The CPI shall be defined as the San Francisco-Oakland-Hayward urban wage earners and clerical workers (W). Rates changed by calculation shall be rounded to the nearest whole dollar.

Any classifications added, or staff members changing classifications, shall be approved in writing by City.

Consultant: CSG Consultants, Inc:

<b>Classification</b>	<b>Hourly Rate</b>
Project Manager	\$ 220
Senior Engineer	\$ 190
Associate Engineer	\$ 165
Assistant Engineer	\$ 145

Sub-consultant: Smith-Emery:

<b>Classification</b>	<b>Hourly Rate</b>
Field Investigation	
Staff Professional (Mark Locations)	\$ 115
Staff Professional	\$ 115
Coring Technician	\$ 105
Hand Augering and Sampling Technician	\$ 105
Deflection Testing	\$ 275
Subcontracted Traffic Control	\$ 245
Laboratory Testing	
Core Observation	\$ 25
R-Value (per test)	\$ 225 / test
Review and Reports	
Project Engineer	\$ 125
Staff Engineer	\$ 115

Sub-consultant: Quiet River Land Services, Inc.:

<b>Classification</b>	<b>Hourly Rate</b>
Office Personnel	
Principal – California Professional Land Surveyor (CA PLS)	\$ 200
Professional Land Surveyor/Project Manager	\$ 175
Senior CAD Drafter / Survey/Mapping Technician	\$ 140
CAD Drafter / Mapping Technician	\$ 120
Project Coordinator / Property Research Specialist	\$ 90
Administrative Services	\$ 80
Field Survey	
1-Person Survey Crew w/ Robotics	\$ 190
2-Person Survey Crew (four hour minimum)	\$ 280
3-Person Survey Crew (Right-of-way traffic work)	\$ 320

CSG Consultants, Inc. will bill subconsultants at actual cost plus a maximum allowable markup of 5%.

Subconsultants to CSG Consultants, Inc will bill their subconsultants at actual cost plus a maximum allowable markup of 5%.

Regardless of the number of or tiering of subconsultants, in no case shall the total markup pass through billed to CITY for any services rendered under this agreement exceed 15% over the actual cost.

## **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 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



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 C-06 Professional Service Contract.doc

## **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

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.

**Exhibit E – Notice of Exercise of Option to Extend Agreement Form**

<b>AGREEMENT TITLE:</b>	Agreement for Design Professional Services Between the City Of Santa Clara, California, and CSG Consultants, Inc for Pavement Maintenance and Rehabilitation Projects
<b>CONTRACTOR:</b>	CSG Consultants, Inc
<b>DATE:</b>	

*(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)*

Pursuant to Section 2.2 of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	
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**NEW OPTION TERM**

Begin date:	
End date:	

**CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
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<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor’s services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

<p><b>CITY OF SANTA CLARA</b> a municipal corporation</p> <p>By _____ Name: Title: City Manager Date:</p>
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