

BLUE ROUTE SHEET - CITY COUNCIL APPROVAL NOT REQUIRED

From/Department Originating: ELECTRIC Date Submitted: 11/8/2019 Return To: J. Shelton/D. Shiles (S. Laughlin)
Dept. Contract Extension Code: ENG

(1) Indicate signature authority:

- City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015) [Electric, Water and Sewer Service Agreements with a Value of \$150,000 or Less]
- City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015) [All Other Service Agreements with a Value of \$100,000 or Less]
- City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999) [Miscellaneous Agreements including Confidentiality Agreements]
- City Manager Signature Authority per Resolution 5600 (CC Action – May 28, 1991) [Miscellaneous Agreements]
- Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995) [Miscellaneous Police Agreements]
- Other: _____

(2) Document: Bellecci & Associates, Inc. – Amendment No. 1 to the Agreement for Services

[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(3) Insurance is in compliance per **attached** EBIX printout [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(4) Department head originating agreement: [Signature]
[SIGNATURE]

(5) **MF** FINANCE DEPARTMENT Not Applicable

Certified as to availability of funds: [Signature]
[SIGNATURE]

Account Number to be charged: 091-1361-88010-0000-0000-39000

- a) Original Contract Amount/Change Order Contingency (*include prior amendment(s) if applicable*): 86,153 [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]
- b) All Previous Change Order Amounts (if applicable): \$ _____
- c) Current Amendment/Change Order Amount (if applicable): 29,868 [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]
- d) Total: \$ 116,021 [(a), (b), and (c) for Agreements, or (b) and (c) for Change Orders]

NOTE: AGREEMENTS OVER \$100K/CHANGE ORDERS OVER THE CONTINGENCY REQUIRE COUNCIL APPROVAL

(6) CITY ATTORNEY'S OFFICE

Approved as to form: [Signature] Date: 11/13/19
[CITY ATTORNEY/AUTHORITY COUNSEL]

City Attorney's Office Assignment Number: A19.3054

(7) CITY CLERK'S OFFICE

Attached: 2 original(s) _____ copy(ies)

_____ Transmit the attached original / copy to contractor

1 Fully executed original on file in City Clerk's Office

1 TO DEPT. mail SLOT

Date Processed by Clerk's Office: 11-14-19

CITY MANAGER REQUIRED INFORMATION

(1) Scope of Services: [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]
Amendment No. 1 adds design services for a demolition project located on City's off-site property at 408 Dutchman Road, Chilcoat, CA. Bellecci & Associates, Inc. was selected through a formal RFP process; one bid was received.

(2) Term of Agreement: June 10, 2019 – December 31, 2023
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3) **VENDOR SELECTION PROCESS:** Check the box that describes how you selected the vendor:
Note: The Informal Selection Process Requires that at least three Contractors/Vendors are solicited for a quotation by any means available. The Formal Selection Process requires that at least three written competitive proposals are obtained. Award decisions for service contracts exceeding \$50,000 that are not awarded to the lowest bidder shall be maintained as part of the record of transaction (completion plus 5 years). Records of solicitation must be maintained as part of the record of transaction (2 years).

Informal Selection Process

Selection Process for Agreements with a value of \$50,000 or less

Selection Process for Electric, Water or Sewer Utility Agreements with a value of \$150,000 or less

Formal Selection Process:

Selection Process for Agreements with a value over \$50,000 for City Departments excluding Electric, Water or Sewer Utilities

OTHER:

(4) **HISTORY:**
Has the department retained the same contractor for similar services in last 5 years?
 YES [If yes, complete following] NO [If no, no further information required]

Term of Agreement: _____
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

Contract Amount: \$ _____

CMO USE ONLY

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BELLICCI & ASSOCIATES, INC.**

PREAMBLE

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

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Services between the City of Santa Clara, California, and Bellecci & Associates, Inc.", dated June 19, 2019 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide design services for existing structure demolition and site utility lateral stub out improvements on City's off-site property at 2313 Lopes Road, Benicia, CA, and the Parties now wish to amend the Agreement to design services for a demolition project located on City's off-site property at 408 Dutchman Road, Chilcoat, CA.

NOW, THEREFORE, the Parties agree as follows:

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

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one hundred sixteen thousand, twenty one dollars (\$116,021), 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 Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

2. Exhibit A of the Agreement, entitled "Scope of Services" is amended to read as set forth in Revised Exhibit A, entitled "Scope of Services" attached hereto.
3. Exhibit B of the Agreement, entitled "Schedule of Fees" is amended to read as set forth in Revised Exhibit B, entitled "Schedule of Fees" Attached hereto.
4. Except as set forth herein, all other terms and conditions of the original Agreement shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 11-14-19



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"

BELLECCI & ASSOCIATES, INC.
a California corporation

Daniel Leary

Digitally signed by Daniel Leary
DN: cn=Daniel Leary, o=Bellecci & Associates,
ou, email=daniel@bellecci.com, c=US
Date: 2019.11.06 14:26:53 -08'00'

Dated: November 6, 2019 - Bellecci & Assocaites
By (Signature): _____
Name: Daniel Leary
Title: Principal
Principal Place of Business Address: 2290 Diamond Blvd. Suite 100
Concord, CA 94520
Email Address: daniel@bellecci.com
Telephone: (925) 685-4569
Fax: ()

"CONTRACTOR"

REVISED EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Amendment No. 1 are set forth below.

Project Description

The City of Santa Clara, through its electric utility, Silicon Valley Power (SVP) is undertaking a demolition project located on the City's off-site property at 407 Dutchman Road, Chilcoat, CA. The property is owned by City and maintained by SVP. This Project will include existing structure demolition and stubbing out existing utilities. The project location and project limits are shown in Figure 1 and Figure 2.



Figure 1: Project Location Map



Figure 2: Project Limit

BASIC SERVICES:

Project Management

Upon contract authorization, CONTRACTOR will be responsible for managing design team staff. The key project management tasks that will be implemented by CONTRACTOR include establishing and updating the project schedule, monitoring the project budget, scheduling with key parties, and subconsultant coordination. CONTRACTOR will review available reference material and background information for the project site from the City.

Field Visit by Civil Engineer

CONTRACTOR will spend one and a half days, including travel time, to visit the site, assess the site conditions, collect photographs of the interiors and exteriors of the buildings, approximately measure the building exteriors, and record field notes. Also, the field engineer will note access obstructions such as low water crossings, low hanging trees, and other features that can affect the contractor's ability to perform the work efficiently. The gravel/earthen access road which is approximately 2 miles will be on the cover sheet at 200 scale or as appropriate to fit on the sheet. The entrance and gate will be enlarged in Google maps and shown on a separate enlargement along with some site photos of the entrance. No measurements or mapping are included at the entrance, as the Contractor is required to make a site visit as part of the bidding. The

data collected from the field visit will be used to prepare the project base map as described below.

The entry gate will remain locked during the site visit. Prior to the site visit, the City will provide the key to the locked gate.

Base Mapping

CONTRACTOR will prepare a project base map to serve as a CAD base drawing for conceptual design and subsequent construction documents. The base map will be a combination of an on-line aerial photograph adjusted with linework in CAD based on the field review measurements and photographs collected.

- Deliverable(s): Base Map in a PDF format

Asbestos Evaluation/ Report – EES

SUBCONSULTANT EES (Ezgo Environmental Services) is a firm with a Certified Asbestos Consultant in California who will provide an inspection report, sampling, laboratory testing, analysis, location maps, and a field evaluation to determine if abatement work will be required prior to the demolition work being performed by the demolition contractor during construction. Tests and samples will include 25 asbestos samples, 10 lead samples, and 4 PCB samples with corresponding analysis. EES will also perform PLM point counting for asbestos samples less than 1%, if necessary. A hazardous materials checklist will also be included.

EES finds 25 asbestos bulk samples, 10 lead bulk samples and 4 PCB bulk samples and point counting of asbestos samples less than 1%, adequate for the size of the project located at 407 Dutchman Rd, residential demolition project. EES further agrees an environmental assessment report in .PDF format consisting of an asbestos inspection, lead inspection, PCB inspection and household hazardous materials evaluation will be adequate prior to demolition of the structures on-site.

- Deliverable(s): Report in a PDF format

Asbestos Plans and Cost Estimate - EES

Should hazardous materials be found on-site EES will prepare an abatement scope for a licensed abatement contractor to remove these materials whether they are building materials or loose hazardous household materials on the subject site prior to demolition activities being performed. EES will prepare drawings to show where hazardous materials are required or recommended to be removed for bidding purposes. EES will also prepare a cost estimate for the abatement and disposal of any hazardous materials.

- Deliverable(s): Electronic files in a PDF and Excel spreadsheet format

Draft Plans & Technical Specifications

CONTRACTOR will prepare a demolition plan for the structures within the limits shown on Figure 2. The structures will be outlined and field measured with approximate dimensions. The specifications will include photographs of the interior and exterior of the buildings (two or four photos per page as appropriate). The plans or specifications will include a photograph index of the location of the photos included in the specifications. Photos will also be shown of the access road so the bidders are aware of the site ingress and egress conditions, along with the gate on the main road. The plans and specifications shall include requirements in regards to disposal of recyclable materials from demolition as required by SVP. Each structure shown on the plan will be numbered with an approximate exterior square footage.

Included on the plans will be construction notes for: erosion control, site access and traffic control, mobilization, tree trimming (if needed), lump sum building demolition, lump sum asbestos abatement as described in the report, backfilling of excavated foundations, grading, and other items required to complete the demolition project. The plans are prepared with the assumption that the bidders are required to visit the site as part of the bidding process, and the bidders will be permitted to review the structures as part of the bid. Therefore, detailed floor plans are not needed. If record drawings are available of the structures, they will be included in the plans, along with a description.

The plans will show a standard detail for backfill of voids and holes after the completion of the excavation. The plans will also include stormwater protection devices which the contractor will implement during construction. These measures will be the minimum required stormwater protection that will be required for the contractor's prepared Water Pollution Control plan.

A construction cost estimate will be prepared for the items shown on the plans. The cost estimate will include approximately 10-15 lump sum items to breakdown the work required by the Contractor. Examples of items to be included on the cost estimate include erosion control, site access and traffic control, mobilization, tree trimming (if needed), lump sum building demolition, lump sum asbestos abatement as described in the report, backfilling of excavated foundations, grading, and other items required to complete the demolition project.

- Deliverable(s): Electronic files in a PDF and/or MS Word format and/or Excel spreadsheet format

Final Plans, Technical Specifications & Estimate (PS&E)

CONTRACTOR will revise PS&E based on comments from City. CONTRACTOR will update the cost estimate and technical specifications based on comments from the City. CONTRACTOR will issue Final Bid Drawings stamped and signed by a Professional Engineer.

We assume there are not required submittals to the local County and City Planning or Building Department. The scope of work prepared contains the items of work that would be typically required for a residential building demolition project on a large rural parcel, and with enough detail that the plans can be stamped by the California Licensed engineer on the design.

- Deliverable(s): Electronic files in a PDF and/or MS Word format

OPTIONAL SERVICES

OS 1 Construction Support (T&M Allow for Level 1)

CONTRACTOR will support the SVP construction management and the SVP inspection team during construction. With SVP Staff as the day-to-day office and field engineers for construction, Level 1 Construction Support is assumed to be intermittent support and will be performed as needed, not to exceed the budget included in the Contractor agreement budget sheet. At the request of the City, Bellecci can add additional support service hours beyond Level 1.

OS 2 Construction Site Visit

CONTRACTOR will conduct one site visit if requested by City.

OS 3 Office Meeting with SVP

CONTRACTOR will conduct 2 office meetings if requested by City.

OS 4 Printing & Delivery (allowance)

CONTRACTOR will print and deliver hard copies as requested by City. PDF submittals are basic services.

SVP - DEMOLITION AT 407 DUTCHMAN ROAD PROJECT

Project Schedule

ID	Task Name	Duration
1	NTP	1 day
2	Engineer Site Review, Mapping, Draft submittal & Asbestos Reports	6 weeks
3	Final Design	3 weeks
4	Advertise	4 weeks
5	Award and NTP	6 weeks
6	Construction	5 weeks

REVISED EXHIBIT B SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay contractor within thirty (30) days of City's receipt of an approved invoice.



Silicon Valley Power - 407 Dutchman Road Demolition Project
Final Design - Construction Documents and Construction Support

Bellecci Team Budget - updated August 28, 2019

#	Task	Bellecci	EES - Envir Services - Vacaville	Task Total
		Civil Engineering & PM	Asbestos Report	
1	Engineer Site Visit assessment measurements photos (one each: 1.5 days senior engineer - truck - hotel - gas)	\$2,740		\$2,740
2	Project Management	\$1,826		\$1,826
3	Base Mapping (from site visit and on-line aerial)	\$1,600		\$1,600
4	Asbestos Evaluation/Report/Plan		\$6,100	\$6,100
5	Civil / Demolition Plan (1st submittal)	\$7,200		\$7,200
6	Cost Estimate (1st submittal)	\$300		\$300
7	Technical Specifications (1st submittal)	\$3,500		\$3,500
8	Plans, Tech Specifications, Estimate (Final submittal)	\$4,650		\$4,650
9	PDF Submittals	\$0		\$0
10	Subconsultant Contingency (20%)		\$1,220	\$1,220
11	Sub Mark-up (10%)		\$732	\$732
SUBTOTAL		\$21,816	\$8,052	
Total Basic Services		\$29,868		

*** Note actual distribution of contingency to distribution of effort to vary during the project development process*

Optional Services

#	Task	Bellecci	EES - Envir Services - Vacaville	Task Total
		Civil & PM	Asbestos	
OS1	Construction Support 1 (T&M Allow for Level 1)	\$2,000		\$2,000
OS2	Construction Support 2 (T&M Allow added to Level 1)	\$1,800		\$1,800
OS3	Construction Site Visit	\$2,740		\$2,740
OS4	Office Meeting with SVP during design	\$600		\$600
OS5	Printing & Delivery (per each)	\$200		\$200