

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
BKF ENGINEERS  
FOR  
ANNA DRIVE NEIGHBORHOOD FLOOD PROTECTION PROJECT**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and BKF Engineers, 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 (if applicable)

Exhibit E – Milestone Schedule

Exhibit F - Project Management Document Software

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

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin upon the date this Agreement is signed by both parties and terminate on December 31, 2029.

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

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit E. Time is of the essence. Times for performance shall be extended, as mutually agreed, for delays which are caused by reason of: floods, earthquakes, fires or other catastrophes outside of Consultant's reasonable control.

- 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 services covered by this Agreement 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 is qualified 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 firms in the same discipline in the State of California.

All documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

## 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 five hundred eighty-six thousand three dollars (\$586,003) 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 shall deliver to City all City information or material that Consultant has in its possession.

**8. ASSIGNMENT AND SUBCONTRACTING**

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

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

**9. NO THIRD PARTY BENEFICIARY**

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

**10. INDEPENDENT CONSULTANT**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

**11. CONFIDENTIALITY OF MATERIAL**

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

**12. OWNERSHIP OF MATERIAL**

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

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

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

### **14. HOLD HARMLESS/INDEMNIFICATION**

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement. With respect to claims alleging Consultant's professional negligence or professional liability, Contractor's duty to defend obligation shall be met by reimbursing an indemnified party for indemnified party's costs of defense following a determination of Consultant's proportionate percentage of fault.

### **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:

BKF Engineers  
Attention: Brian Scott, Principal and Vice President  
255 Shoreline Dr #200  
Redwood City, CA 94065  
And by e-mail at [bscott@bkf.com](mailto:bscott@bkf.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 shall 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.

**26. STATEMENT OF ECONOMIC INTERESTS**

Due to the nature of the Services to be performed, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the Agreement in accordance with California Government Code section 87200, et seq.

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: \_\_\_\_\_

\_\_\_\_\_  
Glen R. Googins  
City Attorney

\_\_\_\_\_  
Jövan D. Grogan  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

BKF Engineers  
a California Corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Brian Scott

Title: Principal/Vice President

Principal Place of Business Address: 255 Shoreline Drive, Suite 200, Redwood City, CA 94065

Email Address: bscott@bkf.com

Telephone: (650) 482-6335

Fax: (408) 467-9199

"CONSULTANT"



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**EXHIBIT A  
SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

**I. BACKGROUND AND GOAL**

City desires to engage Consultant to provide engineering design services to prepare bid documents for public works bidding of the Anna Drive Neighborhood Flood Protection Project (Project). The Project is funded with Federal Community Project Funding. The Project is identified as one of the highest priority projects in the Storm Drain Master Plan to address frequent flooding in the Anna Drive neighborhood. The Project's goal is to upsize approximately 2,100 linear feet of storm drain pipelines including replacement/rehabilitation of manholes and inlets along the pipeline alignment on Anna Drive between San Tomas Aquino Creek and McCormick Drive.

**II. SCOPE OF WORK**

The information delineated below identifies various scope of work items to meet the Project's goal. All design work shall be in accordance with the City Standard Plans and Specifications, ADA Design Guidelines and Regulations, latest building and fire codes, Department of Transportation Standard Specifications and Details, and other applicable engineering standards and codes recommended by the Consultant.

1. Review record drawings and utility maps provided by the City and outside agencies
2. Review the storm drain model that was used to prepare the storm drain master plan to confirm pipe size and extent of work.
3. Complete CCTV video inspection of storm drainpipes to be upsized and upstream & downstream pipe segments to confirm conditions, other potential conflicts and improvement methods. The upstream pipe segment at

McCormick Dr. and Anna Dr. is not included as Project scopes in the Storm Drain Master Plan, but it needs to be evaluated.

4. The storm drain master plan recommends upsizing the downstream pipe between Manhole 15 and existing outfall (OF4) from 21-inch to 48-inch diameter. The existing storm drain pipe crosses through private properties and San Tomas Expressway.
5. Consultant shall review existing easement documents and determine whether the easement needs to be enlarged to accommodate the proposed improvements. If warranted, Consultant shall update existing easement documents and assist the City with coordinating with existing residents and completing the easement process.
6. Consultant shall assist the City to prepare and obtain all necessary encroachment permit approvals including from the County of Santa Clara.
7. Identify potential traffic issues affecting local residents and include contract languages to minimize disruption and impacts.
8. Review and confirm City's pavement moratorium and upcoming pavement on right-of-way projects that may affect the Project.
9. Assist the City in coordinating with outside agencies for any potential utility conflicts presence, and address as required. Reach out to outside agencies using City's Notice to Intent to Construct forms to obtain existing utility maps for the area.
10. Identify any potential CEQA and environmental impacts based on the proposed improvements.
11. Complete field investigations of all infrastructures that will be affected by Project. Based on the filed investigations, prepare plans showing any existing infrastructure including utilities that have potential conflicts with new scopes.
12. Project plan shall show all existing utilities including and but not limited to manholes, catch basins, utility covers, cabinets, pull boxes, poles, structures, existing utility wires, conduits, and pipes, all landscaping, trees, irrigation pipes and valve covers.
13. Recommend necessary potholes to confirm potential utility conflicts.
14. Complete required Field Review (FR) Forms indicated in Caltrans LAPM Chapter 7 - <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manualforms>. Also, Consultant shall assist the City to complete the FR Process managed by Caltrans.

15. Assist by performing Preliminary Environmental Study (PES) and completing PES forms and all the required documents per Caltrans LAPM Chapter 6 - <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manualforms>. Also, Project shall comply with National Environment Policy Act (NEPA) and other applicable federal environmental related laws.
16. Coordinate any conflicts that may occur with the upcoming 2232-2240 El Camino Real Multifamily project per the pre-approval set of drawings are shared in the above OneDrive folder.
17. Consultant shall follow City's Design Criteria.
18. Lessons learned from previous similar projects that shall be incorporated into Project.
19. Provide assistance in obtaining all required permits, if necessary.

**Project Team:**

Consultant shall provide the Services described herein through a Project team, comprised of Consultant and subconsultants identified as follows:

1. Consultant: BKF Engineers
2. Sub-Consultants to BKF Engineers
  - A. PARIKH -- Geotechnical Engineering Consultants
  - B. Biggas Cardosa Associates, Inc. -- Structural
  - C. Bess Testlab, Inc. – CCTV and Pothole
  - D. David J Powers & Associates, Inc. -- Environmental

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

**III. REQUIREMENTS FOR FEDERALLY GRANTED PROJECTS**

1. The Project is supported by a federal grant, which requires compliance with federal laws and regulations and Caltrans Local Assistance Procedures Manual. Special attention is directed to Local Assistance Procedures Manual (LAPM) Exhibit 10-I and Notice to Proposers DBE Information. Consultant shall meet the required DBE goal for this Project.

Upon the award of Project Consultant shall complete and submit following forms;

- A. Exhibit 10-02 - Consultant Contract DBE Commitment
- B. Any other relevant forms required during the Project.

2. Consultant shall comply with Chapter 10.1.3 of the Local Assistance Procedures Manual (LAPM) regarding the A&E Consultant Contract Audit and Review process. Consultant shall provide all documents listed below, and City shall retain cost analysis documents in Project files to demonstrate compliance.

A. The cost proposal includes contract costs: direct salary or wage rates, fixed fees, other direct costs, indirect costs and total costs.

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

City will provide the following information and support for Project as available and applicable:

1. Record drawings
2. City's Standard Details, Specifications, Benchmark, and Design Criteria.
3. Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps
4. Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles.
5. Payment of permit application fees with City internal departments, if required.
6. Filing exemption under the California Environmental Quality Act, if applicable.

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

#### **V. Basic Scope of Services**

The Basic Scope of Services include all professional services required to prepare construction bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding of Project.

#### **PROJECT MANAGEMENT**

Consultant shall:

1. Manage its team and overall Project activities consistent with the direction from City in order to meet the Project schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project as required throughout the duration of the Project.

2. Any field work that involves subsurface excavation and/or coring, Consultants required to submit plan of work to the City for review and approval prior to proceeding.
3. Organize and attend Project meetings with the City to discuss Project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key Project milestones and shall include, but are not limited to:
  - A. Kick-off and Field Visit Meeting
  - B. Preliminary/Evaluation Meeting
  - C. Field Review
  - D. NEPA Review
  - E. Schematic Plans Review Meeting
  - F. 65% Design Review Meeting
  - G. 95% Design Review Meeting
  - H. Any other meetings identified in the Agreement
4. Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
5. Coordinate with City, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the Project as well as the Quality Assurance/Quality Control (QA/QC) activities for Project deliverables.
6. Prepare, monitor, and update progress schedule in MS Project format beginning at the notice to proceed and ending at award of construction contract. Schedule shall show significant milestones for the Project. Consultant shall notify City if there are delays or potential delays in any phase of the Project. In such cases, Consultant shall make up the schedule in subsequent phases of the Project or provide information to City substantiating a request for time extension (which may not be approved). The schedule shall always be maintained and shall be updated each time progress and milestones are achieved and/or changed.
7. 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 conference calls with City.
8. Stakeholder Coordination: Consultant shall coordinate with the Project stakeholders as needed to inform each stakeholder of the Project work and incorporate any

necessary accommodations into the final submittal documents.

9. Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow-up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.
10. Conduct QC reviews in accordance with its QA Program guidelines. Consultant shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.
11. Payment for all responsibilities related to Project Management shall be included in the various tasks identified in Exhibit B, Schedule of Fees.

Deliverables – Electronic format:

1. Progress schedules in MS Project format
2. QA Program guidelines and QC reports for each Task
3. Meeting agendas, preparation materials, and meeting minutes for each Project meeting
4. Monthly progress reports and invoices

### **Task 1: Preliminary Engineering/ Evaluation**

- 1.1 Utility Research & Site Reconnaissance: Consultant shall collect and review record drawings and record information to familiarize with the existing pipeline and adjacent infrastructure and improvements. For information that is required for non-City maintained facilities, Consultant shall contact the appropriate owner to obtain information as needed. Consultant shall check the completeness of the information and identify if additional utility research is needed and where potholing will be required. Consultant shall assess the accuracy of the mapped information based on as-builts and the topographic field survey, including confirming the size of pipes match what is shown in the Storm Drain Master Plan. Consultant shall contact all regulatory agencies that will affect the proposed work and confirm applicable codes and ordinances the project is required to comply with. Consultant shall visit the location and perform a site walk to verify field conditions. Consultant shall visually inspect manholes, catch basins, structures, etc. Consultant shall note existing conditions that may affect the work, such as visible surface utility information, traffic conditions, physical obstructions, and construction access. Consultant shall prepare field notes that generally describe conditions that may affect the work. Consultant

shall also review photographs and video from the topographic field survey and identify if any structures require replacement or rehabilitation.

**1.2 Topographic Field Survey:** Consultant shall perform the field work to prepare a Topographic Survey for the project. The topographic survey will be comprised of the following:

Field Survey - Consultant shall perform field surveys to provide the engineers a topographic map for designing the Project. The survey will show major topographic features of the designated areas, anticipated to include the street and private property above the replacement line (a width of approximately 40 feet along the full length of replaced pipe). Consultant shall locate and collect all visible features which include, but not limited to: concrete, structures, curbs, flowline, lip of gutter, edge of pavement, fences, apparent low spots, striping, USA markings, signage, mailboxes, and utility features (water valves, service meters, fire hydrants, back flow preventers, vaults, clean-outs, pull-boxes, and manholes). Consultant shall show horizontal locations of water valve lids, and provide depth from top of the lid to the gate valve (or top of dirt if it is covered). Consultant shall dip the sanitary sewer manholes, storm drain manholes, and storm drain catch basin that are safe to access. Photos of the insides of SS/SD manholes will be included in the deliverables.

Underground Utility Locating – Consultant will perform utility investigation services using standard industry acceptable methods as per California Government Code section 4216 to determine the approximate horizontal position and depth of detectable utility lines within the designated areas (a width of approximately 40 feet along the full length of replaced pipe). Consultant's field crews will use a combination of water-based paint and pin flags to mark the results of the investigation on the ground surface. In addition, Consultant shall mark out the water and sewer mainline/laterals crossings along the storm drain alignment. Individual field conditions will dictate the thoroughness of the subsurface utility investigation. Consultant shall perform a reasonable effort to determine the location of the existing underground utility lines. Irrigation lines, empty conduits, and abandoned utilities will not be located.

Boundary Survey - Consultant shall perform a Boundary Survey parcel where the storm drain line crosses from Anna Drive to San Tomas Expressway. While performing the field work associated with the topography, Consultant shall conduct field research for primary monumentation to establish boundary resolution. Once the research and reconnaissance has been completed, Consultant shall perform a boundary determination, which includes an analysis of the assembled evidence with respect to its relationship to the title and other documentary evidence.

Mapping - The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be completed in an AutoCAD format and can be transferred and used by others for future projects.

- 1.3 Plat & Legal Description:** Consultant shall research for recorded maps, and other recorded documents to facilitate in preparing plats and the legal description for one new easement. Consultant shall prepare the plats, mathematical closure calculations, and legal descriptions, and stamp final exhibits.
- 1.4 Pothole:** Consultant shall perform up to six (6) potholes to determine the depths of underground utilities. The work is anticipated to take one day. Surface restoration is anticipated to be per City specifications. Traffic control during the potholing is included. Following the potholing, Consultant shall prepare a potholing report with information that can be incorporated into the project plans. Field work that involves subsurface excavation and/or coring is required to include preparation of a work plan for City review and approval. Consultant shall prepare the work plan including a brief description of the planned work and an exhibit showing locations for City review.
- 1.5 CCTV:** Consultant shall perform Traffic Control and CCTV Pipeline Inspection per NASSCO standards to verify pipe size, material, depths and utility crossings in the storm pipelines to be replaced (approximately 2,100 linear feet). Hydro Flushing to clean the existing pipeline prior to CCTV is not anticipated to be required. Consultant shall provide a CCTV Pipeline Inspection per NASSCO pipeline assessment and condition standards. Following collecting of data, Consultant shall review the CCTV video and pipeline assessment. The results will be shared with the City. Encroachment permit fees, if required, are assumed to be paid by the City.
- 1.6 Location Hydraulics Study:** Consultant shall obtain the latest City model prepared for the Master Plan, assumed to be provided in InfoWorks ICM modeling format. Consultant shall review the "improved" model (i.e. existing model with all Master Plan projects incorporated) with the anticipated replacement pipe diameters. Consultant shall re-run the level of service design storm. Consultant shall study the results of the system to confirm recommended pipe sizes are appropriate. Consultant shall document findings in a brief memorandum and submit the memorandum in word doc format for City review. A Location Hydraulics Study form will be included as an appendix. Consultant shall revise the memo based on City comment and issue a revised memorandum.
- 1.7 Geotechnical Investigation:** The borings are anticipated to be located adjacent to the pipeline alignment to be replaced. Consultant shall obtain a no-fee City encroachment permit for drilling within existing roadway areas. The borings are anticipated to be spaced 800 to 1,000 feet apart and are proposed no deeper than 25 feet given the relatively shallow storm drainpipe and backfilled with neat cement and patched with cold patch asphalt. The drilling will be accomplished using a truck-mounted drill rig. Consultant shall perform engineering analysis and prepare and submit a Geotechnical Report for the project. The report to contain:
- A. Project and site description
  - B. Site geology
  - C. Subsurface exploration
  - D. Subsurface soil, rock and groundwater conditions



- E. Laboratory test result
- F. Soil corrosion potential
- G. Excavation and backfill recommendations, including excavation shoring and dewatering considerations.
- H. Risk management and limitation
- I. Site plan displaying proposed improvements and boring locations.
- J. Geologic map
- K. Boring logs

**1.8 Preliminary Environmental Study:** Consultant shall work with the City and project team to develop a project description for submittal to Caltrans. Consultant shall prepare the Caltrans' Preliminary Environmental Study (PES) form. The PES form will include the visual impact questionnaire, United States Fish and Wildlife Service (USFWS) list of federally listed species, Federal Emergency Management Agency (FEMA) floodplain maps, and hazardous materials database mapping. At the minimum, the Technical Memo to Caltrans shall include the following:

- A. Air Quality Conformity (MTC PM2.5 Exemption Email)
- B. Cultural Resources (APE map, Archaeological Survey Report, Historic Properties Survey Report)

**1.9 Environmental Review:** Consultant shall perform necessary CEQA determination and prepare a Notice of Exemption (NOE) and supporting memorandum for the project and submit these documents to City staff for one round of review. Upon project approval, Consultant shall file the NOE at the Santa Clara County Clerk's office and State Clearinghouse.

**1.10 Preliminary Evaluation Report:** Consultant shall prepare a Preliminary Evaluation Report. The report will document the existing conditions, evaluate alternative methods considered for the project and will include a professional recommendation for project improvements. The Report will consider factors such as cost, constructability, flow capacity after upgrades, flow diversion and bypassing (if applicable), service life, and future operations and maintenance considerations. Based upon the recommendation, Consultant shall evaluate and propose recommendations for programming the upgrades into construction bid packages in order to perform the upgrades as cost effectively and efficiently as possible.

**1.11 Schematic Plans:** Following concurrence by the City of the recommended improvements, Consultant shall prepare Schematic Plans for the project. The schematic plans will be drawn to scale, on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum using AutoCAD 2021 or earlier versions, using City-provided standard AutoCAD template with available background layouts.

**1.12 Preliminary Opinion of Probable Construction Costs:** Consultant shall prepare a preliminary opinion of probable construction costs that includes an itemized list of bid items for construction based on the schematic plans. The estimate shall be

based upon current construction pricing and escalated to mid construction. The estimate shall consider the following factors:

- A. Recent similar Projects bided in the Bay Area, especially in the South Bay.
- B. Current economic trend.
- C. When project will be bidding.
- D. When construction will occur.
- E. The risks that contractors need to consider for the project.

**Task 1 Deliverables – Electronic format:**

- 1. Field Notes and Photographs
- 2. Existing Conditions Topographic Survey
- 3. Geotechnical Report
- 4. Field Review Form
- 5. Location Hydraulics Study
- 6. Preliminary Evaluation Report
- 7. QA/QC Documentation
- 8. Schematic Plans
- 9. Preliminary Opinion of Probable Construction Estimate
- 10. Schematic Plan Comment Response Matrix
- 11. Meeting Minutes

**Task 2: 65% Construction Documents**

Based on the approved schematic plans, approved project scopes, and any adjustments authorized or directed by the City, the Consultant shall develop and refine the design, and prepare construction documents.

Plans shall be drawn to scale, on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum, conforming to CITY's Design Criteria. Plans are to be drawn by AutoCAD 2021 or earlier versions, using CITY-provided standard AutoCAD template with background layout from Consultant's topographic survey.

**2.1** Prepare 65% construction documents and supporting information for CITY's review. Consultant shall follow City's Design Criteria and plan format to prepare 65% Plans and supporting information for City's review. Plans with details of major design components as necessary such as: Site Plan, Existing Condition, Proposed Improvement, Traffic Control Plan, Details, and other pertinent information for CITY to review and provide comments.

65% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information relating to proposed improvements such as, but not be limited to, layouts, fence, gate, pedestrian pathway, property lines, site entrance/exist driveway, adjacent streets shall be shown.

All potential utility conflicts shall be discussed with City and coordinated with each

respective utility agency to clear all conflicts. Project plan shall clearly identify all existing utilities that will be and potentially be impacted during construction.

- 2.2 Prepare Project estimate that includes an itemized list of bid items. Project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The Consultant shall provide the assumptions and supporting documents used to prepare the estimate.
- 2.3 Develop Project schedule. Schedule shall include all needed times to complete all tasks, including City's review times, permitting process, and construction period.
- 2.4 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 2.5 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.
- 2.6 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.

#### Task 2 Deliverables – Electronic:

1. 65% Plans
2. 65% Engineering cost estimate
3. Project schedule
4. Quality control checklist for 65% PS&E submittal
5. Miscellaneous Project information (as requested).
6. Meeting minutes

#### **Task 3: 95% Construction Documents**

Based on City's comments and direction on the 65% PS&E, Consultant shall revise the 65% PS&E to produce the 95% PS&E. Consultant shall:

- 3.1 Prepare 95% construction documents and supporting information for CITY's review and approval.
- 3.2 Modified sections include, but not be limited to, general information, summary of work, measurement, and payment for bid items, permitting and agency regulatory requirements, etc.

- 3.3 Prepare an updated engineering cost estimate.
- 3.4 Prepare an updated Project schedule.
- 3.5 Meet with City staff, as needed, to review City comments on 95% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 3.6 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 3.7 Provide written response matrix to City's comments on 65% PS&E.
- 3.8 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

Task 3 Deliverables – Electronic format

1. 95% Plans
2. 95% Specifications
3. 95% Engineering cost estimate
4. Updated Project schedule.
5. Meeting minutes.
6. Quality control checklist for 95% design submittal.
7. Written response matrix
8. Required information to City's Project Specific Specification Book

**Task 4: 100% Construction Documents**

Based on City's comments and direction on the 95% PS&E, Consultant shall revise the 95% PS&E to produce the 100% PS&E. Consultant shall:

- 4.1 Prepare 100% construction documents and supporting documents.

A. Phase percentage statement such as "100% Plans. Not for Construction" shall be removed from the 100% Plans and each sheet of the plans set shall be stamped and signed by CONSULTAN's Engineer of appropriate discipline.

B. Specifications shall be stamped and signed (on Document 00030 – Seal) by Consultant Project Engineer.

- 4.2 Prepare an updated Engineering Cost Estimate with backups and justifications for unit pricing.

- 4.3 Prepare an updated Project Schedule.

**4.4** Provide Documents for City's PS&E approval process. Required documents are, but not be limited to, engineer's estimate using the schedule of quantities format, recent similar project bid summaries to validate engineer's estimate, Consultant Peer Review Certification, Consultant Lessons Learned from other similar projects that were applied to Project.

**4.5** 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal.

A statement to indicate Peer Review has been performed and name, signature, and title of the Engineer who performed it shall be added to the Plans Cover Sheet.

Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer.

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional 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."

**4.6** Prepare and submit a Special Inspection Form for PROJECT, if applicable.

**4.7** Meet with City staffs as needed to review City comments on 100% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.

**4.8** Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.

**4.9** Provide written response matrix to City's comments on 95% PS&E.

**4.10** Provide list of potential bidders including company name, email address, contact number, and address of business.

Taks 4 Deliverables – Electronic:

1. Project Plans
2. Project Specifications
3. Signed Seals Document 0300
4. Engineer's Estimate.
5. Recent similar project bid summaries to validate engineer's estimate.
6. All structural calculations, as required per Building Codes and as applicable.
7. Completed Special Inspection Form, as applicable.
8. QA/QC Records for primary and subconsultants
9. Pothole results

10. Complete geotechnical and soil reports.
11. Responses to all City's Comments
12. Provide required information to the City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for City's Front End Specifications shall include, but not be limited to, the followings:
  - A. Description of work
  - B. Type of Contractor's License required.
  - C. Construction Duration for substantial completion and final completion
  - D. Bid schedule without engineer's estimate.
  - E. Bid schedule with engineer's estimate.
  - F. Requirements for Contractor's Statement of Qualifications (e.g., experience requirements for similar work and contract values)
  - G. Identification of any changes to the City's standard specifications that are required.

### **Task 5: Bid Documents**

The Bid Documents shall incorporate all comments from City including comments from Public Works, Sewer and Water, SVP, and any other stakeholders that are involved in Project. Based on City's comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. Consultant shall:

- 5.1 Incorporate City review comments of 100% PS&E into Bid Documents.
- 5.2 Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 5.3 Prepare Bid Documents (P&S)
- 5.4 Bid Plans shall be wet stamped and signed by Consultant's Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-size sheets.
- 5.5 Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 5.6 Final Engineer's Estimate

Task 5 Deliverables – Electronic:

1. Bid Plans – Pdf and AutoCAD file.
2. Bid Specifications – Pdf and Word file
3. Bid Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file
4. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
5. Quality control checklist for bit set submittal.

### **Task 6: Bid and Award Phase Assistance**

Consultant shall provide assistance to City during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist

City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested.

Consultant shall:

- 6.1** Attend and conduct one Pre-Bid Conference/Site Visit.
- 6.2** Assist City with responses to bidder's inquiries through City's Project Manager.
- 6.3** Assist City with addenda to the construction documents to respond to bidder's inquiries and clarify the intent of bid documents.
- 6.4** Assist City in evaluating bids (if required by City).
- 6.5** Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract documents (Plans and Specifications) incorporating any and all addenda (if needed).

Task 6 Deliverables – Electronic:

1. Written response to bidder's inquiries, if needed.
2. Addenda to the Bid Documents, if needed.
3. Written recommendation letter to award of contract for Project, if needed.
4. Conformed Set of Plans and Specifications

#### **Task 7: Construction Phase Assistance**

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

- 7.1** Consultant shall assist City in providing administration of the contract for construction. Duties, responsibilities and limitations of authority of Consultant shall not be restricted, modified, or extended without written agreement of City.
- 7.2** Consultant shall attend the Pre-construction meeting.
- 7.3** Consultant shall plan for six construction site visits. During these site visits, Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meeting, and other meetings as required by City. Consultant's structural, and civil subconsultants shall visit the site as required when work related to their discipline is in progress.
- 7.4** Consultant shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit. Assume up to three (3) meetings.

**7.5** In addition to the construction observation visits, Consultant shall review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. Consultant shall be allowed a maximum of seven (7) calendar days for review of submittals. Consultant's review shall not constitute review of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract document.

**7.6** Consultant shall respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs that impact Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact Project schedule.

**7.7** Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by City, Consultant shall review Change Order (CO) pricing and provide written responses for City's review and finalizing said COs.

Task 7 Deliverables – Electronic and hard copy format:

1. Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions
2. Signed PDFs of COs' recommendations.
3. Signed PDFs of Field reports by Consultant and sub-consultants.

#### **Task 8: Post-Construction Phase**

**8.1** When requested by City, Consultant shall conduct reviews to assist City to determine the date or dates of Substantial Completion and the date of Final Completion. Consultant's decisions with City approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.

**8.2** Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in



determining if Project is ready for the stage of completion requested by the Contractor. Consultant shall provide City with a written recommendation.

- 8.3 Consultant shall perform a walk-through of Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of Project site with City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.
- 8.4 Consultant shall review Contractor-supplied Operation and Maintenance manuals and Warranties to determine their completeness and compliance with Construction Contract and provide written recommendation for acceptance.
- 8.5 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.

Task 8 Deliverables – Electronic and hard copy format:

1. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.
2. Record Drawings – One (1) PDFs and one (1) AutoCAD files on CD/DVD.

### **Exclusions**

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

- 1) Environmental Resource Agency Permitting
- 2) Preparing and filing Record of survey
- 3) Coordinating with property owners
- 4) Public agency permit fees
- 5) Boring work in San Thomas Expressway
- 6) Special foundation considerations from liquefaction, etc. and design of nonconventional footings
- 7) NEPA/CEQA evaluation of more than one build alternative
- 8) Mitigation Plan
- 9) Biological assessments
- 10) Tree removal / arborist report

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
BKF ENGINEERS  
FOR  
THE ANNA DRIVE NEIGHBORHOOD FLOOD PROTECTION PROJECT**

**EXHIBIT B  
SCHEDULE OF FEES**

**I. GENERAL PAYMENT**

The total payment to the Consultant for Basic Services for the Project, as stated in **Exhibit A**, shall not exceed \$509,568. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$76,435. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$586,003, subject to budget appropriations.

Consultant shall bill City on a monthly basis for Services performed by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. Billing shall be proportionate to the Services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period. All invoices shall provide a written description of services completed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

Subconsultant(s) invoice(s) pass-through billed through Consultant to City shall be consistent with the terms contained within this Agreement. Consultant shall be responsible for ensuring conformance of each subconsultant invoice with these terms, including the fees allocated for each Task, prior to billing City.

**II. BASIC SERVICES**

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to Services rendered and on a Time-and-Material not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant Services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. The total amount of all the Tasks is a not-to-exceed amount.

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

<u>Description of work and task</u>	<u>Basic Services Cost</u>
Task No. 1 – Preliminary Design	\$265,481
Task No. 2 – 65% Construction Documents	\$74,638
Task No. 3 – 95% Construction Documents Package	\$42,226
Task No. 4 – 100% Construction Documents Package	\$31,734
Task No. 5 – Bid Documents	\$7,240
Task No. 6 – Bid Support Assistance	\$13,272
Task No. 7 – Construction Support	\$48,366
Task No. 8 – Record Drawings and Project Close-out	\$26,610
TOTAL COST	\$509,568

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed five hundred nine thousand and five hundred sixty-eight dollars (\$509,568).

**III. REIMBURSABLE EXPENSES**

There are no reimbursable expenses.

**IV. ADDITIONAL SERVICES**

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$76,435.

**V. RATE SCHEDULE**

**Personnel Charges**

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

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

**Primary Consultant Billing Rates – BKF Engineers:**

**BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE  
EFFECTIVE JANUARY 1, 2024**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
<b>PROJECT MANAGEMENT</b>	
Principal	\$302.00
Senior Associate Principal	\$280.00
Associate Principal	\$273.00
Senior Project Manager   Senior Technical Manager	\$265.00
Project Manager   Technical Manager	\$260.00
Engineering   Surveying   Planning Manager	\$239.00
<b>TECHNICAL STAFF</b>	
Sr. Project Engineer   Surveyor   Planner	\$222.00
Project Engineer   Project Surveyor   Project Planner	\$195.00
Design Engineer   Staff Surveyor   Staff Planner	\$170.00
BIM Specialist I, II, III	\$170.00 - \$195.00 - \$222.00
Technician I, II, III, IV	\$162.00 - \$172.00 - \$189.00 - \$203.00
Drafter I, II, III, IV	\$127.00 - \$139.00 - \$150.00 - \$167.00
Engineering   Surveying   Planning Assistant	\$106.00
<b>FIELD SURVEYING</b>	
Survey Party Chief	\$222.00
Instrument Person	\$190.00
Survey Chainperson	\$143.00
Utility Locator I, II, III, IV	\$116.00 - \$164.00 - \$197.00 - \$224.00
Apprentice I, II, III, IV	\$88.00 - \$118.00 - \$130.00 - \$138.00
<b>CONSTRUCTION ADMINISTRATION</b>	
Senior Consultant	\$290.00
Senior Construction Administrator	\$253.00
Resident Engineer	\$188.00
Field Engineer I, II, III	\$170.00 - \$195.00 - \$222.00
<b>FUNDING &amp; GRANT MANAGEMENT</b>	
Director of Funding Strategies	\$208.00
Funding Strategies Manager	\$190.00
Funding/Research Analyst I, II, III, IV	\$130.00 - \$150.00 - \$160.00 - \$176.00
<b>PROJECT ADMINISTRATION</b>	
Project Coordinator	\$142.00
Senior Project Assistant	\$122.00
Project Assistant	\$108.00
Clerical   Administrative Assistant	\$90.00

Billing rates will be extended by 3% each year per category starting January 2025

**Subconsultant Billing Rates:**

**PARIKH Geotechnical Engineering Consultants**



**FEE SCHEDULE (EFFECTIVE THROUGH DECEMBER 2026)**

**Schedule of Billing Rate <sup>(1)(2)</sup>**

STAFF CATEGORY	2024 (1/1/2024 to 12/31/2024)		2025 (1/1/2025 to 12/31/2025)		2026 (1/1/2026 to 12/31/2026)	
	Actual Hourly Rate	Hourly Billing Rates	Actual Hourly Rate	Hourly Billing Rates	Actual Hourly Rate	Hourly Billing Rates
	Project Manager	\$ 110 - \$ 125	\$ 330 - \$ 375	\$ 116 - \$ 131	\$ 346 - \$ 393	\$ 121 - \$ 138
Sr. Project Engineer/QA QC Manager	\$ 70 - \$ 90	\$ 210 - \$ 270	\$ 74 - \$ 95	\$ 220 - \$ 283	\$ 77 - \$ 99	\$ 231 - \$ 297
Sr. Project Engineer/Geologist	\$ 50 - \$ 85	\$ 150 - \$ 255	\$ 53 - \$ 89	\$ 157 - \$ 267	\$ 55 - \$ 94	\$ 165 - \$ 282
Project Engineer	\$ 50 - \$ 70	\$ 150 - \$ 210	\$ 53 - \$ 74	\$ 157 - \$ 220	\$ 55 - \$ 77	\$ 165 - \$ 231
Project Geologist	\$ 40 - \$ 65	\$ 120 - \$ 195	\$ 42 - \$ 68	\$ 126 - \$ 204	\$ 44 - \$ 72	\$ 132 - \$ 216
Sr. Staff Engineer/PE	\$ 40 - \$ 55	\$ 120 - \$ 165	\$ 42 - \$ 58	\$ 126 - \$ 173	\$ 44 - \$ 61	\$ 132 - \$ 183
Staff Engineer	\$ 30 - \$ 55	\$ 90 - \$ 165	\$ 32 - \$ 58	\$ 94 - \$ 173	\$ 33 - \$ 61	\$ 99 - \$ 183
Field Engineer/Geologist	\$ 25 - \$ 65	\$ 75 - \$ 195	\$ 26 - \$ 68	\$ 79 - \$ 204	\$ 28 - \$ 72	\$ 83 - \$ 216
Lab Technician	\$ 25 - \$ 45	\$ 75 - \$ 135	\$ 26 - \$ 47	\$ 79 - \$ 142	\$ 28 - \$ 50	\$ 83 - \$ 150
Drafting/Cadd Tech	\$ 25 - \$ 55	\$ 75 - \$ 165	\$ 26 - \$ 58	\$ 79 - \$ 173	\$ 28 - \$ 61	\$ 83 - \$ 183
Contract Administration	\$ 70 - \$ 90	\$ 210 - \$ 270	\$ 74 - \$ 95	\$ 220 - \$ 283	\$ 77 - \$ 99	\$ 231 - \$ 297
Field Engineer/Prevailing Wage			TBD <sup>(3)</sup>			

Billing rates will be extended by 3% each year per category after 2026.

**Biggas Cardosa Associates, Inc.**



**BIGGS CARDOSA  
ASSOCIATES INC**  
STRUCTURAL ENGINEERS

40 Federal Street  
San Francisco, CA 94107-1409  
Telephone 415.886.1811

### CHARGE RATE SCHEDULE

Senior Principal	\$325.00
Principal	\$280.00
Associate	\$257.00
Engineering Manager	\$225.00
Senior Engineer	\$205.00
Project Engineer	\$190.00
Staff Engineer	\$175.00
Assistant Engineer	\$160.00
Junior Engineer	\$145.00
Senior Computer Drafter	\$165.00
Computer Drafter	\$145.00
Junior Computer Drafter	\$130.00
BIM/Visualization Specialist	\$165.00
Project Administrator	\$190.00
Project Coordinator	\$155.00
Secretarial Administrative Services	\$125.00
Construction Manager	\$280.00
Senior Structural Representative	\$240.00
Structural Representative	\$215.00
Assistant Structures Representative	\$170.00
Senior Bridge Inspector	\$215.00

Billing rates will be extended by 3% each year per category starting January 2025

### Bess Testlab, In



**BESS Utility Solutions Rate Schedule 2024**

Services	Hourly Rate	Day Rate	OT/Night Rate	Night Rate	Emergency Rate
Project Management	\$200.00				
Project Coordination	\$150.00				
Utility Foreman	\$195.00				
Licensed Professional (Civil / Surveyor )	\$205.00				
LIDAR / UAV / Data Processing and Extraction	\$130.00				
CAD Technician	\$120.00				
Reports / Sketches / Clerical	\$110.00				
Administrative Support	\$110.00				
Data Processing and Extraction	\$135.00				
<b>Utility Location &amp; Gas Transmission Standby</b>					
1-Person Utility Designation w/ GPR & EM Pipe Locator	\$195.00		\$312.00		\$390.00
2-Person Utility Designation w/ Multi Antenna GPR	\$390.00		\$624.00		\$780.00
1-Person Gas Transmission Stand by w/truck and equipment	\$205.00		\$328.00		\$410.00
<b>Potholing and Vacuum Excavation</b>					
2-Person Utility Potholing w/ air vacuum truck	\$340.00	\$3,060.00	\$442.00	\$3,978.00	\$544.00
1-Person Utility Potholing w/ hydro vacuum truck	\$327.00	\$2,943.00	\$425.10	\$3,825.90	\$523.20
2-Person Utility Potholing w/ hydro vacuum truck	\$409.00	\$3,681.00	\$531.70	\$4,785.30	\$654.40
2-Person Utility Potholing w/ OX Air vacuum truck	\$457.50	\$4,117.50	\$594.75	\$5,352.75	\$732.00
2-Person Key Hole & Surface Restoration w/ equipment	\$330.00	\$2,970.00	\$429.00	\$2,970.00	\$528.00
1-Person Dump Truck Crew w/equipment	\$245.00	\$2,205.00	\$318.50	\$2,866.50	\$392.00
<b>Traffic Control</b>					
1-Person Traffic Control w/ arrow truck	\$168.00	\$1,512.00	\$218.40	\$1,965.60	\$268.80
2-Person Traffic Control w/ arrow truck	\$267.00	\$2,403.00	\$347.10	\$3,123.90	\$427.20
1-Person Flagger / TC Helper	\$145.00	\$1,305.00	\$188.50	\$1,696.50	\$232.00
<b>GPR Concrete Scanning and Coring</b>					
1-Person GPR Concrete Scanning w/ equipment	\$200.00	\$1,600.00	\$260.00	\$2,340.00	\$320.00
1-Person GPR Concrete Scanning w/ equipment Prevailing Wage	\$268.00	\$2,144.00	\$348.40	\$3,135.60	\$428.80
1-Person Saw Cutting & Coring w/ equipment	\$160.00	\$1,280.00	\$208.00	\$1,872.00	\$256.00
1-Person Saw Cutting & Coring w/ equipment Prevailing Wage	\$175.00	\$1,400.00	\$227.50	\$2,047.50	\$280.00
<b>CCTV Camera – Video Inspection</b>					
2-Person CCTV Pipe Inspection w/ Main Line Crawler Unit	\$344.00	\$3,096.00	\$447.20	\$4,024.80	\$550.40
2-Person CCTV Pipe Inspection w/ Lateral Line Push Unit	\$333.00	\$2,997.00	\$432.90	\$3,896.10	\$532.80
2-Person Hydro Flushing w/ hydro vacuum truck	\$409.00	\$3,681.00	\$531.70	\$4,785.30	\$654.40
<b>Surveying and Mapping</b>					
1-Person Survey Crew - GPS / Robotic / 3D Scanner	\$203.00	\$1,827.00	\$263.90	\$2,375.10	\$324.80
2-Person Survey Crew - GPS / Robotic / 3D Scanner	\$289.00	\$2,601.00	\$375.70	\$3,381.30	\$462.40
2-Person Survey Crew - Mobile LIDAR Scanner	\$375.00	\$3,375.00	\$487.50	\$4,387.50	\$600.00
2-Person Survey Crew - UAV Data Collection	\$298.00	\$2,682.00	\$387.40	\$3,486.60	\$476.80

Billing rates will be extended by 3% each year per category starting January 2025

**David J Powers & Associates, Inc.**



**CHARGE RATE SCHEDULE<sup>1</sup>**

<u>Title</u>	<u>Hourly Rate</u>
Senior Principal	\$ 340.00
Principal Project Manager	\$ 313.00
Senior Environmental Specialist	\$ 266.00
Senior Project Manager	\$ 244.00
Environmental Specialist	\$ 228.00
Project Manager	\$ 217.00
Associate Project Manager	\$ 191.00
Assistant Project Manager	\$ 160.00
Researcher	\$ 138.00
Graphic Artist	\$ 128.00

Billing rates will be extended by 3% each year per category starting January 2025



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**EXHIBIT C  
INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

- c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.  
City of Santa Clara Public Works Department  
P.O. Box 100085 – S2      or      1 Ebix Way  
Duluth, GA 30096                      John's Creek, GA 30097

Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: ctsantaclara@ebix.com

#### 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.

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**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. If applicable to the Services, Consultant or its subconsultant(s), as applicable, shall comply with the following requirements.

A. Prevailing Wage Requirements

1. Consultant 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 is on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, Consultants 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. Consultants and subconsultants 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, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants) 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, Consultant and all subconsultants 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 Consultant or subconsultant 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 Consultant or subconsultant 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. Consultants MUST be a registered "public works consultant" 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 Consultants/subconsultants 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 consultant". Those you fail to register and maintain their status as a public works consultant shall not be permitted to perform work on the Project.
10. Should any Consultant or subconsultants not be a registered public works Consultant and perform work on the Project, Consultant 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 Consultant'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 Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant'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 Consultants and subconsultants 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.



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**EXHIBIT E  
 MILESTONE SCHEDULE**

<u>Description of work and task</u>	<u>Consultant Duration</u>
Caltrans Field Review and Preliminary Environmental Study	Response time for each submittal shall be 10 working days or mutually agreed between City and Consultant at the time of work
Task No. 1 – Preliminary Design	60 Working Days
Task No. 2 – 65% Construction Documents	40 Working Days
Task No. 3 – 95% Construction Documents Package	30 Working Days
Task No. 4 – 100% Construction Documents Package	30 Working Days
Task No. 5 – Bid Documents	15 Working Days
Task No. 6 – Bid Support Assistance	Per Exhibit A, Scope of Services
Task No. 7 – Construction Support	Per Exhibit A, Scope of Services
Task No. 8 – Record Drawings and Project Close-out	Per Exhibit A, Scope of Services

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EXHIBIT F  
PROJECT MANAGEMENT DOCUMENTATION SOFTWARE**

**1.0 GENERAL**

This section is intended to describe the use of e-Builder Enterprise™ (e-Builder) a web-base project management software, as the median for project documentation and reporting. All costs associated with the use of the software is inclusive of the Project Exhibit B – Schedule of Fees.

**2.0 e-BUILDER PROJECT MANAGEMENT SOFTWARE PROGRAM**

The City of Santa Clara is currently using e-Builder Project Management for all related project management tasks. Consultant is required to comply with all requirements specified in this Exhibit F – PROJECT MANAGEMENT DOCUMENTATON SOFTWARE.

**3.0 REQUIREMENTS**

**A. General Requirements:**

1. Consultant and Subconsultants shall provide at a minimum, the following to its staff:
  - a) Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher;
  - b) Computer Operation System: Windows XP or later and OS X v10.8 or later;
  - c) Web Browser: Microsoft Internet Explorer 11.0 or later, Google Chrome v29.0.1 or later, Mozilla Firefox v35.0.1 or later, Safari v6.0.4 or later, Safari for iOS mobile v6.1 or later. Other browsers such as Microsoft Edge, Google Chrome for iOS, and Google Chrome for Android are available on e-Builder; however, but some features might not work as expected;
  - d) Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook;

- e) Scheduling Software: Microsoft Project or Primavera;
  - f) Internet Service Provider: A reliable ISP in the area of the Project;
  - g) Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream.
2. Consultant and Subconsultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis.

**B. Project Web Requirements:**

1. This Project utilizes a web-based project management tool, e-Builder. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.
2. Consultant and Subconsultants shall conduct project controls, outlined by the City, utilizing e-Builder. This designated web-based application will be provided by the City at no costs to the Consultant and the Subconsultants. No additional software will be required. Furthermore, the City Project Manager will assist Consultant in providing training of Subconsultant's personnel.
3. Consultant and Subconsultants shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include, but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Change Directives, Potential Change Orders, Change Order Requests, Change Orders, etc. All supporting data including, but not limited to, shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, Submittals, etc. and the like will be submitted in digital format via e-Builder.

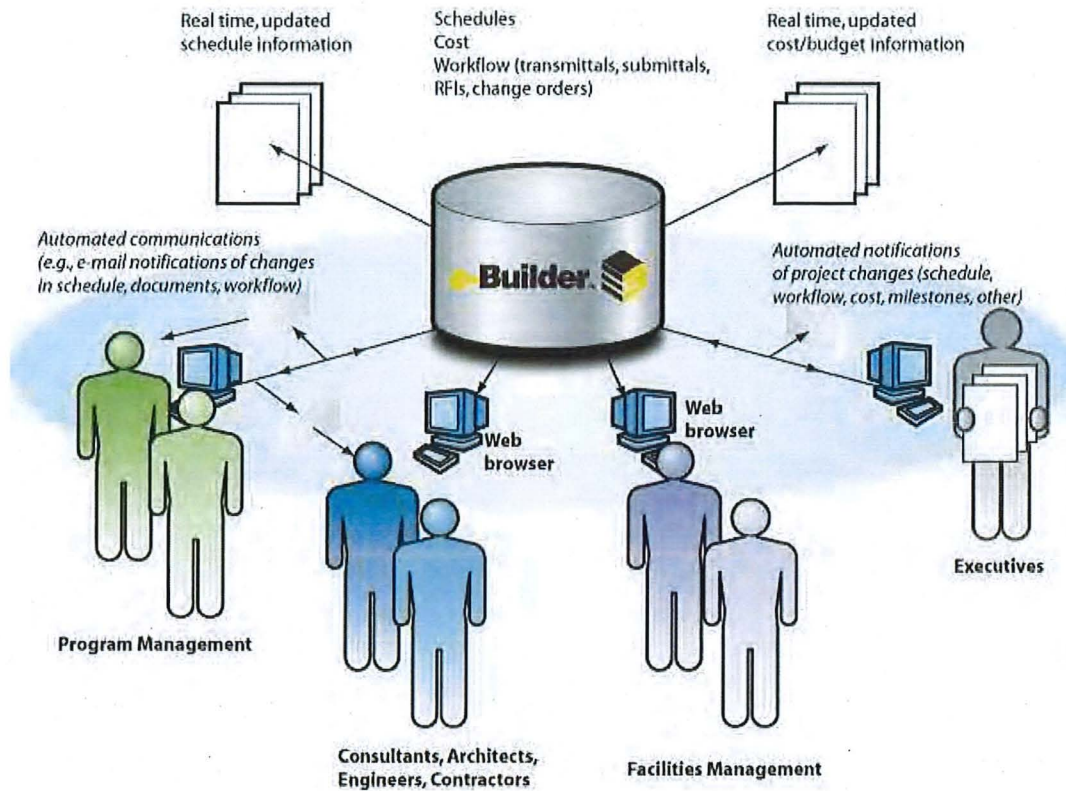
**C. Electronic File Requirements:**

1. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Consultant and Subconsultants

shall also submit all closeout documents including all "As-Built Drawings", catalog cuts, and Owner's Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

#### 4.0 IMPLEMENTATION REQUIREMENTS

- A. e-Builder is a comprehensive Project and Program Management system that will be implemented for managing documents, communications, and costs between the Contractor, Sub-contractors, Consultant, Sub-Consultants, and Owner. e-Builder includes extensive reporting capabilities to facilitate detailed.
- B. Project reporting in a web-based environment that is accessible to all parties and easy to use.
- C. Central Document Vault: e-Builder system includes a central database that maintains all project information and manages project communications amongst team members.
- D. Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.
- E. Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder by the City.
- F. Reporting: All of the project and program data including documents, communications, and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



## 5.0 LICENSING REQUIREMENT

- A. User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Consultant as well as its Subconsultants and/or Suppliers.
- B. Each user license includes full access to e-Builder, including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:
  1. All hosting, operation, maintenance, and data backup of the e-Builder software and documents which are maintained in state-of-the-art data centers located throughout the United States.
  2. Quarterly e-Builder software enhancements.
  3. Unlimited phone, email, and web-based support 24-hours.
- C. e-Builder user licenses shall be obtained by the City, Owner Manager, and QA/QC Agencies for which the Design Consultant is not responsible.

