

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
FOR
BOWERS AVENUE UNDERPASS STORM DRAIN PUMP STATION PROJECT**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Schaaf & Wheeler Consulting Civil 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. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and Schaaf & Wheeler Consulting Civil Engineers", dated January 23, 2023 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Consultant to provide engineering design services for the first phase of the Bowers Avenue Underpass Storm Drain Pump Station Project (Project), as fully described in the Agreement; and the Parties now wish to amend the Agreement to provide engineering design services for the second phase of the project, which includes preparing bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding based on the Basis of Design Report, assisting with obtaining Building and Fire permits , and providing engineering support services during bid and award, construction, and post-construction phases of the Project.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement entitled "Term of the Agreement" is amended to read as follows:
 - Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate December 31, 2032.
- 2. Exhibit A entitled "Scope of Services" is hereby replaced with First Revised Exhibit A, attached and incorporated by reference herein.

3. Exhibit B entitled "Schedule of Fees" is hereby replaced with First Revised Exhibit B, attached and incorporated by reference herein.
4. Exhibit E entitled "Milestone Schedule" is hereby replaced with First Revised Exhibit E, attached and incorporated by reference herein.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JÖVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
a California Corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of
Business Address: _____
Email Address: _____
Telephone: _____
Fax: _____

“CONSULTANT”

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
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**FIRST REVISED EXHIBIT A
SCOPE OF SERVICES**

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

I. GENERAL

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

Consultant will be expected to provide complete, professional, high-quality Services and products; to consult City personnel, and others who are involved with the project; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

II. BACKGROUND AND PROJECT

The Bowers Avenue Underpass Storm Drain Pump Station ("Bowers SDPS") was constructed in 1974 as part of the Bowers Avenue Southern Pacific Rail Road Underpass Project. The Bowers SDPS has a design capacity of 2,750 gpm and collects stormwater runoff at the undercrossing through a 24-inch pipe. The Bowers SDPS contains two-30 hp submersible pumps with motors, power control center panel, hour meter, programmable logic controller, remote telemetry unit, float switches, and other appurtenances. The Bowers SDPS contains all original mechanical, electrical, and plumbing, without any major replacement work. Due to the age of the Bowers SDPS, the City has difficulties finding parts to replace and maintain existing mechanical, electrical, and plumbing system.

Due to aging of the stations and to address operations issues, in 2023 City contracted with Schaaf & Wheeler to perform condition assessment and the preliminary engineering for the Bowers storm drain pump station. The Basis of Design report was prepared in August 2023 and recommends replacement of the station.

The second phase scope of work includes all work necessary in preparation of (plans, specifications, and engineer's estimate - PS&E) for public works bidding; provide assistance in obtaining permits; and provide engineering support services during bid and award, construction, and post-construction phases.

III. DESCRIPTION OF SERVICES

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

Phase I (ALREADY COMPLETE): Consultant shall:

1. Perform wet well condition assessment:
 - a. All personnel performing this work shall be OSHA certified in fall protection and confined space entry.
 - b. To facilitate the condition assessment, City will provide harness and apply for confined space entry permit upon request. Consultant may also provide all necessary harness, tools, and equipment to perform his/her own confined space entry condition assessment of the wetwell.
2. The recommendations shall include for the overall the pump station to serve its functions, but limited to the following:, :
 - a. to enhance/provide needed structural integrity of the wet well
 - b. to replace existing pump station mechanical, electrical, and plumbing
 - c. to rehabilitate pump station building
 - d. to enhance security to minimize break-ins and people digging under perimeter fencing, cutting fence and locks
 - e. to enhance operation and maintenance of pump station
 - f. to connect a portable generator in case of emergency
3. Besides the existing condition of the BSDPS, the City would like the consultant to provide additional recommendations beyond the replacement in kind to enhance routine maintenance and operation of the pump station. Additional recommendations may include, but are not limited to the following:
 - a. Advanced pump station controls
 - b. Pump alternatives that provide best availability for maintenance and replacement
 - c. Electrical modifications

d. Redundancy in case of power failure

4. Prepare Basis of Design Report

Phase II: Consultant shall:

1. Develop selected pump station improvements from Phase I into bid documents (PS&E) for public works bidding
2. Provide assistance in obtaining a building permit.
3. Provide engineering support services during bid and award, construction, and post-construction phases.

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

1. Consultant: SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
2. Sub-consultants to SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS:
 - 1) TJC and Associates, Inc. – electrical engineering, instrumentation and controls, and control systems programming.
 - 2) Kier + Wright – land survey

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

IV. RESPONSIBILITIES OF CITY

CITY will provide the following information and support for the project as-available and applicable:

- A. Record drawings (as-available)
- B. CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- C. Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- D. Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles
- E. Payment of permit application fees with other internal departments, if required.
- F. Filing exemption under the California Environmental Quality Act, if applicable.

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

V. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes all professional services required to perform complete evaluation of the Bowers SDPS and identify all deficiencies to enable the project to be appropriately scoped and planned for the next phase, which includes detail design and construction.

PROJECT MANAGEMENT

CONSULTANT shall:

- A.** Manage its team and overall project activities consistent with the direction from CITY in order to meet the project objectives, schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the PROJECT.
- B.** Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:
 - 1. Kick-off Meeting (Phase I)
 - 2. 65% BOD Meeting (Phase I)
 - 3. 75% BOD Meeting (Phase I)
 - 4. 75% Design Review Meeting (Phase II)
 - 5. 100% Design Review Meeting (Phase II)
 - 6. Punch list/Project acceptance Meeting (Phase II)
- C.** 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.
- D.** Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.
- E.** Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the

meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY apprised on the PROJECT's progress and address any issues that may arise during the course of Services.

- F.** Provide monthly progress reports.
- G.** Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.
- H.** 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.
- I.** Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional services agreement, such as preparing additional services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.
- J.** Only the designated Project Manager or approved delegates performing project management duties shall charge time to Project Management. CONSULTANT's technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to project management.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).

Phase I (ALREADY COMPLETE)

Task 1.0: Draft Basis of Design Report (ALREADY COMPLETE)

- 1.1 CONSULTANT shall collect and review relevant reports, records, data, maps and other documents. Consultant shall inspect and evaluate existing condition in order to fully comprehend the site and provide recommendation to improve existing infrastructures. Provide detailed field review of the Pump Station, through coordination with the City, and assess and provide rehabilitation and improvement recommendations for pumps and motors, electrical equipment, inlet pipes, wetwell, slide gate structure, and miscellaneous metals, building and roof structures, and any other structures/elements to operate the pump station. Consultant's representatives shall be certified and equipped with appropriate harnesses and protections for confined space entry prior to entering manholes, structures, wet wells, and any other confined areas. To facilitate the condition assessment, City will provide harness and apply for confined space entry permit.
- 1.2 Optional Task 1, Rebar Scanning – based on the initial condition assessment of the storm drain pump station wetwell, CONSULTANT shall advise the city whether rebar scanning services are necessary to further inspect potentially problematic/structural deficient areas within the wetwell. Prior to performing work, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.
- 1.3 CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft copy the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that may be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.
- 1.4 Any work that affects the public right-of-way, which include geotechnical boring, potholing, excavation, and other that are similar in nature requires submittal of a complete encroachment permit applications. Requirements of the encroachment permit applications are online on our website and typically include traffic control plan, work plan, insurances, re-establishment plan, and other necessary documents. The City will pay for all related encroachment application fees; however, the consultant shall borne all costs related with submitting the encroachment permit applications.
- 1.5 Consultant shall prepare Basis of Design Reports to address the BSDPS deficiencies. The report shall, at the minimum, include the following:

- A. History and background (including photos)
- B. Existing station overview and understanding of key issues.
- C. Current issues at the station
- D. Condition assessment of station infrastructures to remain.
- E. Mechanical, hydraulic, structural, electrical, and corrosion issues.
- F. Recommended improvements
- G. Estimated Project costs
- H. Proposed Project Schedule
- I. Preliminary drawings of the recommended improvements

- 1.6 The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of mid construction using engineering judgement. 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 Engineer's Estimate. The Engineer's Estimate shall consider the following factors:

- A. Current economic trend.
- B. When the project will be bid.
- C. When construction will occur.
- D. What are the risks that contractors need to consider for the project.

The aforementioned factors are not a complete list, but rather to provide a starting point for the consultant to prepare the Engineer's Estimate. If there are other factors and assumptions that are deemed critical to prepare an accurate Engineer's Estimate, Consultant shall include them in their estimate.

- 1.7 The Draft Basis of Design will be routed by the city project manager to the various stakeholders for review and comments.

Deliverables:

- 1. Draft Basis of Design Report
- 2. Field photos and notes
- 3. QA/QC Form for primary consultant and subconsultants

Task 2.0: Final Basis of Design Report (ALREADY COMPLETE)

2.1 CONSULTANT shall finalize the BOD Reports based on comments from the previous BOD Reports. The final BOD Report shall be signed, stamped and dated by CONSULTANT in responsible charge for their preparation.

2.2 Conduct a quality control (QC) review of BOD Reports in accordance with Consultant's QC program approved by City.

Deliverables:

1. Stamped, signed, and dated Basis of Design Report
2. All data and documents gathered to prepare the Basis of Design Reports.

Phase II

Task 3.0: 75% Construction Documents

Based on the approved Basis of Design Report, approved project scope within budget, and any adjustments authorized or directed by the City, the Consultant shall develop and refine the design, and prepare construction documents.

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.

- 3.1 Provide modified sections to City standard specifications to suit Project. Modified sections include, but not be limited to, general information, summary of work, measurement and payment for bid items, permitting and agency regulatory requirements, etc.
- 3.2 Provide required information to the City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for City's frontend specifications are, but not be limited to, the followings:
 1. Description of work
 2. Type of Contractor's License required
 3. Construction Schedule
 4. Bid Schedule
 5. Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for similar work and contract values)
 6. Identification of any changes to the City's standard specifications that are required.
- 3.3 Prepare 75% level project plans and specifications based on the Basis of Design Report including:
 - All civil demo, layout, grading and utility details and plans.
 - All mechanical, electrical, and structural details and plans.
 -
- 3.4 Prepare an updated engineering cost estimate. If 75% engineering cost estimate prepared at this point exceeds the preliminary construction budget approved at the end of the preliminary engineering/evaluation phase, the Consultant shall explain and justify the increase and shall submit a list of proposed modifications to

bring the cost within budget.

- 3.5 Prepare an updated project schedule.
- 3.6 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 3.7 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 3.8 CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.
- 3.9 CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 75% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the design shall be revised as appropriate to incorporate CITY's comments.

Task 3 Deliverables - Electronic files of the following documents in PDF:

1. 75% Plans
2. 75% Specifications
3. 75% Engineering cost estimate
4. Updated project schedule
5. Meeting minutes – One (1) PDF
6. Quality control checklist for 75% design submittal.
7. Written response matrix – One (1) PDF

Task 4.0: 100% Construction Documents

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

- 4.1 Prepare 100% level project plans, specifications, and engineer's estimate.
- 4.2 Prepare an updated project schedule.
- 4.3 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

- 4.4 100% 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 signature of the Engineer who performed it shall be added to the Plans Cover Sheet.

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

“The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional landscape architect with expertise and experience in the appropriate fields of landscaping equal to or greater than the Architect of Record, and that appropriate corrections have been made.”

- 4.5 Prepare and submit Special Inspection Form for the Project.
- 4.6 Provide list of potential bidders including company name, email address, contact number, and address of business.
- 4.7 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 4.8 CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.
- 4.9 CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 75% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the design shall be revised as appropriate to incorporate CITY's comments.
- 4.10 Provide documents and support for Caltrain right of entry permit agreement for any work within the railroad right of way.
- 4.11 Provide Building Division and Fire Permit submittal package, review comments, and prepare re-submittal to Building Division and Fire Department as needed to obtain final approval.

Task 4 Deliverables - Electronic files of the following documents in PDF:

- 1) 100% Plans, Specifications, and Engineer's Estimate
- 2) All Necessary Calculations
- 3) Consultant Lessons Learned
- 4) Updated Project Schedule
- 5) All Permit application packages with all necessary supporting documentations.
- 6) Special Inspection Form
- 7) Meeting minutes
- 8) Quality control checklist for 100% design submittal.
- 9) Written response matrix
- 10) Specifications shall be stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer
- 11) Recent similar project bid summaries (if applicable) to validate engineer's estimate.
- 12) List of potential bidders

Task 5.0: Bid Documents

Based on City's comments including Building and Fire department comments and all permitting agency comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. Consultant shall:

- 5.1 Prepare final bid documents of project plans, specifications, and engineer's estimate.
- 5.2 Prepare an updated project schedule, if necessary.
- 5.3 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 5.4 Incorporate permit issuers' comments into final bid documents and coordinate with permitting departments and agencies to obtain acceptance of permit application package.
- 5.5 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 5 Deliverables - Electronic files of the following documents in PDF:

- 1) Provide updated documents that were identified under Task 4 deliverables and any other documents to complete the project bid package.
- 2) Project drawings in AutoCAD format in addition to PDF.

Task 6.0: Bid and Award Phase

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

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

Consultant shall:

- 6.1 Attend and conduct Pre-Bid Conference/Sites Visit.
- 6.2 Assist the City with responses to bidder's inquiries through the City's Project Manager.
- 6.3 Assist the City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.
- 6.4 Assist the City in evaluating bids (if required by the 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 8 Deliverables - Electronic files of the following documents in PDF:

1. Written response to bidder's inquiries
2. Support information for addenda
3. Written recommendation letter to award of contract for the Project
4. Conformed Set (if needed) – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications.

Task 7.0: Construction Phase

- 7.1 Consultant shall attend the Pre-construction meeting.
- 7.2 Consultant shall visit the project site as required for the benefit of the Project during this phase. During these site visits, Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meeting, and other meetings as required by the City. Consultant's structural, civil, and electrical sub-consultants shall visit the site as required when work related to their discipline is in progress.
- 7.3 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.
- 7.4 In addition to the construction observation visits, Consultant shall review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. The Consultant's action shall be taken with such reasonable

promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. The Consultant will be allowed a maximum of seven (7) calendar days for review of submittals.

- 7.5 Consultant shall respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs.
- 7.6 The Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by the City, Consultant shall review Change Order (CO) pricing and provide written responses for the City's review and finalizing said COs

Task 7 Deliverables - Electronic files of the following documents in PDF:

- 1. Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions. Assume four (4) rounds of review.
- 2. Change Order recommendations
- 3. Field reports completed by Consultant and sub-consultants

Task 8.0: Post-Construction Phase

- 8.1 When requested by the City, Consultant shall conduct reviews to assist the City to determine the date or dates of Substantial Completion and the date of Final Completion.
- 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 the 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 the Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of the Project site with the City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.
- 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 in both electronic PDF and AutoCAD formats.

Task 8 Deliverables:

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 USB drive.

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**FIRST REVISED EXHIBIT B
SCHEDULE OF FEES**

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$377,441. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$42,200. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$419,641, subject to budget appropriations.

Consultant shall bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. Billing shall be proportionate to the Services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

II. BASIC SERVICES

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

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

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

<u>Description of work and task</u>	<u>Basic Services Cost</u>
Phase 1	
Task No. 1 – Draft Basis of Design Report	\$65,674
Task No. 2 – Final Basis of Design Report	\$18,959
Optional Task 1 (2 days of rebar scanning)	\$12,000

Phase 2	
Task No. 3 – 75% Construction Documents	\$120,382
Task No. 4 – 100% Construction Documents	\$46,049
Task No. 5 – Bid Documents	\$29,687
Task No. 6 – Bid and Award Phase	\$15,361
Task No. 7 – Construction Phase	\$52,444
Task No. 8 – Post-Construction Phase	\$16,885
TOTAL COST	\$377,441

The total amount of all the Tasks is a not-to-exceed amount. Upon mutual agreement between CITY and CONSULTANT in writing, basic service task fees may be allocated to other tasks as needed to facilitate CONSULTANT's invoicing. In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed three hundred seventy-seven thousand four hundred forty-one dollars (\$377,441).

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 \$42,200.

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 – SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS:



Hourly Charge 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.

Current rates by classification are listed below:

<u>Classification</u>	<u>Rate/Hr</u>
Principal Project Manager	\$315
Senior Project Manager	\$290
Senior Engineer	\$265
Associate Engineer	\$230
Assistant Engineer	\$210
Junior Engineer	\$195
Designer	\$185
GIS Analyst	\$185
Technician	\$170
Engineering Trainee	\$145

Litigation Charges

Court or deposition time as an expert witness is charged at \$500 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Subconsultant Billing Rates:

BIGGS CARDOSA ASSOCIATES INC STRUCTURAL ENGINEERS

865 The Alameda
San Jose, CA 95126-3133
Telephone 408.296.5515

CHARGE RATE SCHEDULE

Senior Principal	\$347.00
Principal	\$305.00
Associate	\$278.00
Engineering Manager	\$252.00
Senior Engineer	\$226.00
Project Engineer	\$210.00
Staff Engineer	\$194.00
Assistant Engineer	\$179.00
Junior Engineer	\$163.00
Senior Computer Drafter	\$184.00
Computer Drafter	\$163.00
Junior Computer Drafter	\$147.00
BIM/Visualization Specialist	\$184.00
Project Administrator	\$221.00
Project Coordinator	\$174.00
Secretarial Administrative Services	\$137.00
Construction Manager	\$305.00
Senior Structural Representative	\$263.00
Structural Representative	\$236.00
Assistant Structures Representative	\$189.00
Senior Bridge Inspector	\$236.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%

The rates shown are valid from July 1, 2025 thru June 30, 2026, and subject to periodic increases starting July 1, 2026



HOURLY RATE SCHEDULE

Effective February 24, 2025 through February 28, 2026

Principal	\$ 325.00 / Hour
Development Services Manager	\$ 305.00 / Hour
Associate	\$ 275.00 / Hour
Structural Engineering Manager	\$ 260.00 / Hour
Technical Manager (SME) / Senior Engineering Manager	\$ 260.00 / Hour
Senior Engineer	\$ 249.00 / Hour
Engineer III	\$ 228.00 / Hour
Engineer II	\$ 198.00 / Hour
Engineer I	\$ 160.00 / Hour
Engineering Tech III	\$ 208.00 / Hour
Engineering Tech II	\$ 189.00 / Hour
Engineering Tech I	\$ 153.00 / Hour
Project Coordinator III	\$ 150.00 / Hour
Project Coordinator II	\$ 137.00 / Hour
Project Coordinator I	\$ 129.00 / Hour
Senior Land Surveyor	\$ 255.00 / Hour
Senior Survey Construction Manager	\$ 255.00 / Hour
Survey Operations Coordinator	\$ 225.00 / Hour
Project Surveyor III	\$ 228.00 / Hour
Project Surveyor II	\$ 185.00 / Hour
Project Surveyor I	\$ 158.00 / Hour
Draftsman / Survey Tech III	\$ 178.00 / Hour
Draftsman / Survey Tech II	\$ 152.00 / Hour
Draftsman / Survey Tech I	\$ 132.00 / Hour
3D Laser Scanning Crew	\$ 444.00 / Hour
3-Man Survey Crew	\$ 467.00 / Hour
2-Man Survey Crew	\$ 367.00 / Hour
1-Man Survey Crew	\$ 227.00 / Hour
Engineering / Survey Intern	\$ 90.00 / Hour
Testimony (Trial or Deposition)	\$ 589.00 / Hour

All blueprinting and reproduction will be billed at cost plus 10%.

Time spent for preparation for testimony will be billed in accordance with the above hourly rates



Schedule of Hourly Rates and Costs – 2026

TJC and Associates, Inc.

Labor

Engineer

Level 20 (E20)	\$377.00 / hour
Level 19 (E19)	\$363.00 / hour
Level 18 (E18)	\$349.00 / hour
Level 17 (E17)	\$335.00 / hour
Level 16 (E16)	\$321.00 / hour
Level 15 (E15)	\$307.00 / hour
Level 14 (E14)	\$294.00 / hour
Level 13 (E13)	\$280.00 / hour
Level 12 (E12)	\$266.00 / hour
Level 11 (E11)	\$252.00 / hour
Level 10 (E10)	\$238.00 / hour
Level 9 (E9)	\$224.00 / hour
Level 8 (E8)	\$211.00 / hour
Level 7 (E7)	\$197.00 / hour
Level 6 (E6)	\$183.00 / hour
Level 5 (E5)	\$169.00 / hour
Level 4 (E4)	\$155.00 / hour
Level 3 (E3)	\$141.00 / hour
Level 2 (E2)	\$128.00 / hour
Level 1 (E1)	\$114.00 / hour

CAD

Level 10 (C10)	\$219.00 / hour
Level 9 (C9)	\$205.00 / hour
Level 8 (C8)	\$191.00 / hour
Level 7 (C7)	\$178.00 / hour
Level 6 (C6)	\$164.00 / hour
Level 5 (C5)	\$150.00 / hour
Level 4 (C4)	\$137.00 / hour
Level 3 (C3)	\$123.00 / hour
Level 2 (C2)	\$109.00 / hour
Level 1 (C1)	\$ 95.00 / hour

Administrative

Level 15 (A15)	\$176.00 / hour
Level 14 (A14)	\$165.00 / hour
Level 13 (A13)	\$154.00 / hour
Level 12 (A12)	\$142.00 / hour
Level 11 (A11)	\$131.00 / hour
Level 10 (A10)	\$120.00 / hour
Level 9 (A9)	\$108.00 / hour

Reimbursable Expenses

Auto Mileage	Standard set by IRS
Outside Services	Cost + 10%
Materials and Other Expenses	Cost + 10%

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
FOR
BOWERS AVENUE UNDERPASS STORM DRAIN PUMP STATION PROJECT**

**FIRST REVISED EXHIBIT E
MILESTONE SCHEDULE**

<u>Description of work and task</u>	<u>Duration</u>
Task No. 3 – 75% Construction Documents	60 Days
Task No. 4 – 100% Construction Documents	40 Days
Task No. 5 – Bid Construction Documents	20 Days
Task No. 6 – Bid & Award Support	3 Months
Task No. 7. – Construction Support	1 Year
Task No. 8. – Post-Construction	1 Month