

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MOTT MACDONALD GROUP, INC.
FOR
STORM DRAIN SLIDE GATE REHABILITATION PROJECT**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Mott MacDonald Group, Inc., 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"; (hereinafter "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, experience, 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 on the May 24, 2021 and terminate on at the completion of work described in Exhibit A – Scope of Services.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Subject to the Standard of Care, Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit B. Time is of material condition.

- 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 agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or Services, City may make corrections or replace materials or Services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the experience 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 its Services and duties in conformance to and consistent with the professional standards of a design professional in the same discipline in the State of California ("Standard of Care").

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 four hundred twenty-eight thousand eight hundred seventeen (\$428,817) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT 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 on the Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance coverages 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 – Design Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at engineering@santaclaraca.gov, and
manager@santaclaraca.gov

And to Consultant addressed as follows:

MOTT MACDONALD GROUP, INC.
2077 Gateway Place, Suite 550
San Jose, CA 95110
and by e-mail at Chris.metzger@mottmac.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

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: _____

BRIAN DOYLE
City Attorney

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

"CITY"

MOTT MACDONALD GROUP, INC.
a California Corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of 2077 Gateway Place, Suite 550
Business Address: San Jose, CA 95110

Email Address: Chris.metzger@mottmac.com

Telephone: (408) 572-8800

Fax: (408) 572-8790

"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. 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 City of Santa Clara's storm drain system consists of 200 miles of pipelines and 8,440 storm drain nodes, which include manholes, catch basins, retention basins, lift stations, pump stations, and outfalls. To be specific, there are 22 storm lift/pump stations that the City operates and maintains. Most of the lift/pump stations are located in the northern half of the City and pump stormwater over and through levees into Gaudalupe River, San Tomas Aquino Creek, or Calabazas Creek.

Of the 22 lift/pump stations, 8 have been prioritized for rehabilitation of existing or installation of new slide gates. The slide gates will enable City staff to isolate incoming stormwater from the pump station and efficiently perform recurring maintenance activities. The eight stations include this Project are: Eastside, Rambo, Victor-Nelo, Fairway Glen, Gianera, Lakeside, Lake Santa Clara, and Freedom Circle.

III. DESCRIPTION OF SERVICES

City staff has prioritized the pump stations from No. 1 to No. 8 with No. 1 as the highest priority to receive new slide gates. See table below for details. City staff has also completed a very preliminary assessment and included the notes for CONSULTANT's

consideration. However, it is the responsibility of the consultant to independently assess each pump station site and provide improvement recommendations to meet the goal of this PROJECT. The new gates and gate structures along with all civil improvements shall be designed in accordance with the City Standard Plans and Specifications and other applicable codes and standards.

Priority	PUMP STATION NAME	Locations	# of Slide Gate Needed	Rehabilitate Existing Slide Gate Structure	Install New Slide Gate Structure	Notes
1	Eastside	5611 Lafayette Street (Eastside Retention Basin)	2	1		Use existing structure to install 2 new slide gates side by side
2	Rambo	4526 Lakeshore Drive	1	1		Use existing structure
3	Victor-Nelo	3575 Victor Street	1		1	New structure needed
4	Fairway Glen	4751 Lick Mill Boulevard	1		1	New structure needed
5	Gianera	2337 Gianera Street	1	1		Use existing structure
6	Lakeside	3298 (3200) Lakeside Drive	1		1	New structure needed
7	Lake Santa Clara	4266 Lake Santa Clara Drive	1		1	Possible new structure needed
8	Freedom Circle	3905 Freedom Circle	1	1		Use existing structure
TOTAL:			9	4	4	

Outline of Required Improvements:

- A. Installation of slide gate and gate structure at proposed location for each of the pump stations.
- B. All gates and gate structures will be installed within each pump station's property and/or existing easements.
- C. Restore finished surface improvements disturbed by PROJECT as required.

Phased Approach to Detailed Design

CITY recognized at the time of RFP preparation that funding may not be adequate to complete the construction of the anticipated improvements at all eight pump station sites. Therefore, Consultant's scope of work has been segmented into a Base Scope of Services and two Optional Tasks as described below.

Base Scope of Services: The Base Scope of Services includes completion of the Task 2 Preliminary Engineering and Evaluation at all eight sites, focusing on the examination of alternatives which could reduce the anticipated construction cost of the improvements without sacrificing the integrity of the completed project. The Base Scope of Services includes preparation of the preliminary design plans, cost estimates, and project schedule for all eight sites and submittal of same for the City's review and comment. The Base Scope of Services would also include preparation of complete detailed design and Contract Documents (Task 3) and Task 4 through Task 6 Bid Phase and Construction Phase support services for the low complexity and high priority sites that have existing gates in need of replacement in kind, which includes Eastside and Rambo Pump Stations.

Optional Task No. 1: Based on the outcome of the Task 2 Preliminary Engineering and Evaluation and cost estimate, the City shall consider whether or not to move forward with Optional Task No. 1, which includes preparation of complete detailed design and Contract Documents (Task 3) and Task 4 through Task 6 Bid Phase and Construction Phase support services for low to medium complexity, low to medium priority sites requiring new structures. Optional Task No. 1 includes the Fairway Glen, Gianera, and Lake Santa Clara Pump Stations.

Optional Task No. 2: Additionally, the City shall consider whether or not to move forward with Optional Task No. 2, which includes preparation of complete detailed design and Contract Documents (Task 3) and Task 4 through Task 6 Bid Phase and Construction Phase support services for the highest complexity, cost, and risk sites. Optional Task No. 2 includes the Nelo-Victor, Lakeside, and Freedom Circle Pump Stations.

See immediately below for the summary table. CONSULTANT shall obtain City's authorization in writing prior to moving forward with the optional task(s).

Item	Basis	Pump Stations
Base scope of	Low complexity and High priority;	Eastside, Rambo

services	sites that have existing gates in need of replacement in kind	
Optional Task No. 1	Low to Medium complexity, new structures, and Low to Medium priority	Fairway Glen, Gianera, Lake Santa Clara
Optional Task No. 2	Highest Complexity, cost, and risk	Nelo-Victor, Lakeside, Freedom Circle

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

1. Consultant: MOTT MACDONALD GROUP, INC.
2. Sub-consultants to MOTT MACDONALD GROUP, INC.:
 - A. Alexander & Associates, Inc. (Surveying)
 - B. EXARO Technologies Corporation. (Potholing)

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 regarding the project as-available and applicable:

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

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

1. TASK 1: PROJECT MANAGEMENT

CONSULTANT shall:

- 1.1** Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget. 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. Prepare project plan of work (PPW). Prepare health and safety plan (HASP) for field work.
- 1.2** 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:
 - 1.2.1** Kick-off Meeting
 - 1.2.2** Preliminary Design
 - 1.2.3** 75% Design Review Meeting
- 1.3** 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.
- 1.4** 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.
- 1.5** Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY apprised on the PROJECT's progress and address any issues that may arise during the course of Services.
- 1.6** Provide monthly progress reports.

- 1.7** 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.
- 1.8** 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.
- 1.9** Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.
- 1.10** Only the designated Project Manager or approved delegates performing project management duties shall charge time to Task 1 Project Management. CONSULTANT's technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to project management.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (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).
5. Project plan of work
6. Health and safety plan

2. TASK 2: PRELIMINARY ENGINEERING AND EVALUATION

- 2.1.** CONSULTANT shall collect and review relevant reports, records, data, maps and other documents relevant to defining the limits and scope of design for the project. Consultant should identify the anticipated tests and/or inspections and evaluations that will be needed in order to complete the design and should include such work as services to be provided under the consultant's scope of work. CONSULTANT shall also take the lead on confirming the location and alignment of existing underground utilities with the appropriate utility companies and provide an allowance within their proposal for coordinating any relocation of utilities should it become necessary.

2.2. CONSULTANT shall review existing site condition and designate the area to be affected by the work.

2.2.1. Conduct site visits at each pump station.

2.2.2. Conduct confined space entry inspections, as needed in order to have a full comprehension of existing condition.

2.2.3. Conduct limited topographic surveys at pump stations where new structures are potentially required, covering portion of the site affected by the proposed work.

2.2.4. Conduct limited property boundary/easement surveys at sites where proposed new structures may be in close proximity to boundaries, when determined necessary. CONSULTANT is required to coordinate with the City prior to performing the work.

2.2.5. CONSULTANT shall perform necessary potholing to verify location of existing underground utilities at critical locations when necessary. Prior to performing potholing, CONSULTANT is required to verify existing City utilities and outside agencies' utilities and infrastructures. CONSULTANT is required to coordinate with the City prior to performing the work.

2.2.6. Assess local geotechnical conditions for suitability to support new structures, by review of geotechnical and groundwater information available from previous construction at the sites and/or in the vicinity of the sites. Also observe soils conditions during potholing.

2.3. 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 will be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

2.4. Based upon existing conditions, data collected, and field review, consultant shall prepare a preliminary design plan, cost estimate, and project schedule for the City's review and comment. The preliminary design plan shall identify necessary improvements needed to meet the project's goals, identify any utility relocations needed to accommodate the proposed improvements, estimated construction costs, and overall schedule for the project. Preliminary design plan shall include the CONSULTANT's best recommended approach

for the Project.

- 2.5.** 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 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 Engineer's Estimate. The Engineer's Estimate shall consider the following factors:

- Recent similar projects bid in the Bay Area, especially in the South Bay.
- Current economic trend.
- When the project will be bided.
- Base construction cost estimate and escalation to mid-point of construction.
- 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 the PROJECT.

- 2.6.** The recommendations and Engineer's Cost Estimates developed under this Task shall be used by the City to determine whether or not to proceed with Optional Task Nos. 1 and 2 as defined in Section III, Description of Services.

Deliverables:

1. Notice of Intent to Construct (NOI) forms, tracking log, and information received
2. Technical Memorandum addressing alternatives evaluations and recommendations
3. Preliminary Design Plans, Cost Estimates, and Project Schedule

3. TASK 3: CONSTRUCTION DOCUMENTS (75%, 100%, and FINAL BID SET SUBMITTALS)

Upon CITY's approval of the Preliminary Engineering Design in Task 2, CONSULTANT shall prepare biddable and constructible construction contract documents.

The Task 3 work shall be completed for the Eastside and Rambo Pump Station sites under the Base Scope of Services.

Task 3 work shall be completed for the Fairway Glen, Gianera, and Lake Santa Clara Pump Station sites if the City authorizes Optional Task No. 1.

Task 3 work shall be completed for the Nelo-Victor, Lakeside, and Freedom Circle Pump Station sites if the City authorizes Optional Task No. 2.

The subtasks outlined below shall be required for each construction package to be prepared as identified in the preliminary engineering memorandum.

3.1. 75% Construction Documents Package

- 3.1.1.** CONSULTANT shall perform engineering and design activities to develop a 75% level of completion construction documents. A 75% level of completion is considered as a plans, specifications, and estimate submittal that is generally complete showing accurately all existing utilities, major work items and necessary details that is sufficient to allow thorough and complete review. Review of the 65% submittal will identify and raise potential issues for resolution in subsequent submittals.
- 3.1.2.** Subsequent submittals shall provide opportunities to further refine the contract documents.
- 3.1.3.** The 75% construction documents submittal shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include Plans, Specifications, Engineer's Cost Estimate, and Probable Project Construction Schedule.
- 3.1.4.** Consultant shall be familiar with City's standard specifications and provide all Technical Specifications or Special Provisions such that they supplement, and do not conflict with, and are not redundant with the standard specifications. Changes to the City's boilerplate or deviations from the standard specifications shall be addressed by incorporating appropriate information into the project Technical Specifications or Special Provisions.
- 3.1.5.** 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 mid-construction. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate (also described in Section 2).
- 3.1.6.** The probable construction schedule will be used to establish the construction contract duration (e.g. number of working days) in the project specifications. The construction schedule does not need to be detailed, but it should contain enough information to accurately determine the contract duration.

- 3.1.7.** Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates) in accordance with Consultant's QC program approved by City.
- 3.1.8.** The Plans shall be complete and show property lines (based on GIS), existing high-risk utilities impacted by the work, and major construction features. At isolated locations where right-of way ownership is not clear or complex based on the GIS, CONSULTANT shall acquire CITY's right-of-way records and show accurate right-of-way for these isolated locations.
- 3.1.9.** Specifications shall include all Technical Specifications or Special Provisions required to construct the project. CITY will prepare the "front end" contract specifications, i.e. Divisions 0 and 1 specifications of CITY's boilerplate. CONSULTANT shall provide all information required for CITY to complete the boilerplate. This information includes:
- CONSULTANT's professional engineer seal and signature
 - Description of work
 - Type of Contractor's License required
 - Schedule of Bid Prices
 - Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for previous construction contracts and contract values).
 - Working Days
 - Recommendations for appropriate Liquidated Damages
 - Identification of any changes to the CITY's boilerplate that are required
- 3.1.10.** 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.
- 3.1.11.** 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 submittal shall be revised as appropriate to incorporate CITY's comments.

Deliverables:

1. 75% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project construction schedule).
2. Written response to comments.
3. 75% review meeting agenda and meeting minutes.

3.2. 100% Construction Documents Package

- 3.2.1.** CONSULTANT shall finalize the Plans, Specifications, Engineer's cost estimate, and construction schedule based on the 75% review comments from CITY. All outstanding comments and issues from previous submittals shall be incorporated into the 100% construction document package. The 100% Bid Set documents shall be considered as complete with no future revisions planned nor deemed necessary.
- 3.2.2.** The 100% construction document package shall include final Plans, Specifications, Engineer's Cost Estimate, and Probable Project Construction Schedule.
- 3.2.3.** The 100% submittal package shall incorporate comments received from CITY on the 75% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- 3.2.4.** CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- 3.2.5.** PEER Review: Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."
- 3.2.6.** CONSULTANT shall review previous projects of agencies near CITY and prepare a list of potential bidders for the project.
- 3.2.7.** CITY will circulate the submittal package to internal CITY departments

for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 100% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule).
2. Written response to CITY comments on the 75% design submittal.
3. 100% review meeting agenda and meeting minutes.
4. List of potential bidders in MS Excel format and shall include the company's name, email address, contact number, and address of business.

3.3. Final Bid Set Documents

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

Deliverables:

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

4. TASK 4: BID SUPPORT ASSISTANCE

The Task 4 work shall be completed for the Eastside and Rambo Pump Station sites under the Base Scope of Services.

Task 4 work shall be completed for the Fairway Glen, Gianera, and Lake Santa Clara Pump Station sites if the City authorizes Optional Task No. 1.

Task 4 work shall be completed for the Nelo-Victor, Lakeside, and Freedom Circle Pump Station sites if the City authorizes Optional Task No. 2.

CONSULTANT shall:

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

Deliverables:

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

5. TASK 5: CONSTRUCTION SUPPORT

The Task 5 work shall be completed for the Eastside and Rambo Pump Station sites under the Base Scope of Services.

Task 5 work shall be completed for the Fairway Glen, Gianera, and Lake Santa Clara Pump Station sites if the City authorizes Optional Task No. 1.

Task 5 work shall be completed for the Nelo-Victor, Lakeside, and Freedom Circle Pump Station sites if the City authorizes Optional Task No. 2.

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

- 5.1. Attend Pre-Construction Meeting upon request by CITY and respond to pre-construction meeting questions.
- 5.2. Review and approve shop drawings and submittals, including mix designs. Assuming four rounds of reviews and comments for each submittal.
- 5.3. Review Contractor's request for information (RFI's) and furnish additional

drawings and/or specifications for supplementing, clarifying, and/or correcting purposes.

- 5.4.** Attend meetings (assume 2) and site visits when necessary as determined and requested by CITY. Meetings and site visits shall be coordinated whenever possible.
- 5.5.** Assist CITY with the review of construction, and other activities, as requested.
- 5.6.** Prepare, review, and recommend approval of design related change orders, as requested.

Deliverables:

- 1. Shop drawing and submittal comments.
- 2. RFI responses.
- 3. Site visit memoranda, as required. Limited to 2 visits per site plus punch-list walk-thru.
- 4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.
- 5. Change orders, as required.

6. TASK 6: RECORD DRAWINGS AND PROJECT CLOSE-OUT

The Task 6 work shall be completed for the Eastside and Rambo Pump Station sites under the Base Scope of Services.

Task 6 work shall be completed for the Fairway Glen, Gianera, and Lake Santa Clara Pump Station sites if the City authorizes Optional Task No. 1.

Task 6 work shall be completed for the Nelo-Victor, Lakeside, and Freedom Circle Pump Station sites if the City authorizes Optional Task No. 2.

CONSULTANT shall:

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

electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

Deliverables:

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

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CITY OF SANTA CLARA, CALIFORNIA,
AND
MOTT MACDONALD GROUP, INC.
FOR
STORM DRAIN SLIDE GATE REHABILITATION PROJECT**

**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 \$389,834. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$38,983. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$428,817, subject to budget appropriations.

Consultant will 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-Materials not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant Services required 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>Base Scope of Work</u>	<u>Optional Task No. 1</u>	<u>Optional Task No. 2</u>
Task No. 1 – Project Management	\$ 23,675	\$0	\$0
Task No. 2 – Preliminary Engineering and Evaluation	\$ 136,318	\$0	\$0
Task No. 3.1 – 75% Construction Documents Package	\$ 11,085	\$ 22,170	\$ 40,645
Task No. 3.2 – 100% Construction Documents Package	\$ 6,438	\$ 12,876	\$ 23,606
Task No. 3.3 – Final Bid Documents	\$ 722	\$ 1,443	\$ 2,646
Task No. 4 – Bid Support Assistance	\$ 13,006	\$0	\$0
Task No. 5 – Construction Support	\$ 11,281	\$ 22,561	\$ 41,363
Task No. 6 – Record Drawings and Project Close-out	\$ 3,000	\$ 6,000	\$ 11,000
TOTAL COST	\$ 205,524	\$ 65,050	\$ 119,259

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed three hundred eighty-nine thousand eight hundred thirty-four (\$389,834).

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 \$38,983.

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 – MOTT MACDONALD GROUP, INC.:

Hourly Rate Table

valid through 12/31/2021 (3% rate escalation assumed for 2022)

Name	Project Role	Job Classification	Hourly Rate
Thomas Grau	Project Manager	Principal Project Manager	\$ 285.00
Paul Paparella	Project Principal	Principal	\$ 300.00
Stephanie Douglass	Technical Lead Civil/Approved	Project Engineer	\$ 150.00
Jim Rickard	Technical Lead Structural	Principal Structural Engineer	\$ 175.00
Martin Walker	Technical Lead Geotechnical	Principal Project Manager	\$ 285.00
Oranis Pimantel	Civil/mechanical design	Engineer III	\$ 130.00
Mario Gordillo	Civil/mechanical design	Engineer II	\$ 115.00
Michael Ferrara	Structural Design	Senior Proj Engineer	\$ 150.00
Edward Ricciardi	Structural Design	Engineer III	\$ 130.00
Todd Heacock	QA QC Structural	Principal	\$ 300.00
Angelo Bufaino	QA QC Civil/Mechanical	Principal Project Manager	\$ 285.00
		CAD Technician	\$ 115.00
		Administrative Assistant	\$ 95.00

Subconsultant Billing Rates:

**ALEXANDER &
ASSOCIATES, INC.**
SURVEYING * ENGINEERING * PLANNING

EXHIBIT "A"

**ALEXANDER & ASSOCIATES, INC.
PER DIEM FEE SCHEDULE
Office, Professional and Technical Services**

EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2021

Principal	\$ 200.00 per hour
Land Surveyor	175.00 per hour
Civil Engineer	175.00 per hour
Land Planner	175.00 per hour
CAD Operator	125.00 per hour
Technician III	105.00 per hour
Technician II	95.00 per hour
Clerical	75.00 per hour

Court appearances/Depositions (minimum charge) - \$250.00 per hour. Preparation at applicable hourly rates.

Field Survey Services

1-Man Robotic Survey Party	\$210.00 per hour
2-Man Survey Party (including EDM Equipment)	\$250.00 per hour
Prevailing Wage Rate (including apprentice)	\$290.00 per hour
2-Man Survey Party (including GPS Equipment)	\$250.00 per hour
1-Man Survey Party (including GPS Equipment)	\$210.00 per hour

Materials and Services

**Consultants, Special Equipment, Reproductions, Postage,
Materials and Other Outside Charges Actual Cost Plus 10%**

Above prices effective January 1, 2020 Through December 31, 2021

Exaro Technologies Corporation:

EXARO Technologies Corporation
1831 Bayshore Highway* Burlingame, CA 94010
[Tel] (650) 777-4324 [Fax] (650) 777-4326
General Engineering Contractor # 860376



SCHEDULE OF FEES

FULLY LOADED HOURLY CHARGES FOR PERSONNEL

Foreman	\$ 209.94
Technician	\$ 201.73
Project Manager	\$ 242.68
Project Engineer Support	\$ 102.09

OTHER CHARGES

Arrow Board	\$ 155/day
Bobcat Loader	\$ 400/day
Core Drill	\$ 360/day
Electronic Detection Equipment	\$ 110/day
Ground Penetrating Radar (GPR) Equipment	\$ 275/day
Mini Excavator	\$ 385/day
Tamper Jumping Jack	\$ 100/day
Dump Truck	\$ 320/day
Full Size Truck	\$ 258/day
Pickup Truck	\$ 210/day
Vacuum Excavation Truck	\$ 900/day
Super Sucker Hydro Vacuum Truck	\$1,350/day
Mobilization	Project Based
Subsistence	\$ 150/night/person
Direct Project Expenses	Cost plus 15 %

NOTES (Field Services)

Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 48 hours. Potholing rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Company Name's Work Authorization and Agreement.

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STORM DRAIN SLIDE GATE REHABILITATION PROJECT**

**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 coverage 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.

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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. . 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 with respect to the acts of the named insured 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, 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

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
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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.

J. 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 and are 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.
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.

K. 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.

L. 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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STORM DRAIN SLIDE GATE REHABILITATION PROJECT**

**EXHIBIT E
MILESTONE SCHEDULE**

<u>Milestone Schedule Tasks</u>	<u>Estimated Duration</u>
Notice to Proceed to Schematic Design	10 weeks
City's Review of Schematic Design	4 weeks
Completion of 75% Construction Drawings	8 weeks
City's Review of 75% Construction Drawings	4 weeks
Completion of 100% Construction Drawings	7 weeks
City's Review of 100% Construction Drawings	4 weeks
Building Department's Review (if applicable)	6 weeks
Fire Department's Review (if applicable)	6 weeks
Completion of Bid Documents	2 weeks

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MOTT MACDONALD GROUP, INC.
FOR
STORM DRAIN SLIDE GATE REHABILITATION PROJECT

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 bid under Document 00400 – BID.

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 Document 00495 – PROJECT MANAGEMENT DOCUMENTAITON 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, Windows Vista, or Windows 7;
 - c) Web Browser: Microsoft Internet Explorer 9;
 - 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 Consultant, Subconsultants, Consultant, and Owner. e-Builder includes extensive

Design Professional Agreement with MOTT MACDONALD GROUP, INC./Exhibit F- Project Document Software

reporting capabilities to facilitate detailed.

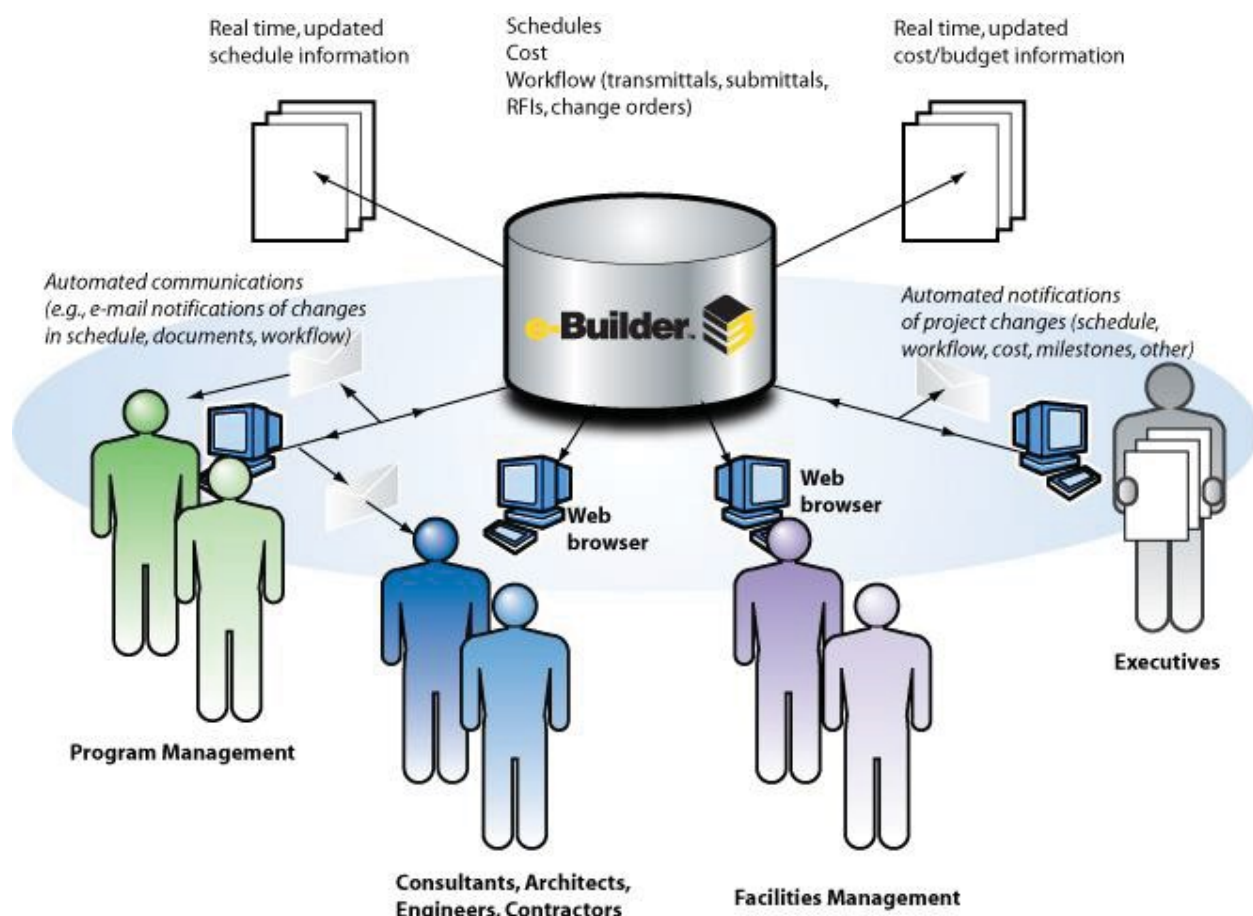
B. Project reporting in a web-based environment that is accessible to all parties and easy to use.

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:

a) 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.

b) Quarterly e-Builder software enhancements.

c) Unlimited phone, email, and web-based support 24-hours.

C. e-Builder user licenses shall be obtained by the City, Owner Manager, Design Consultants, and QA/QC Agencies for which the Consultant is not responsible.