

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DAVID L. GATES & ASSOCIATES, INC.
FOR
HENRY SCHMIDT PARK REHABILITATION PROJECT**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and David L. Gates & Associates, 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. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and David L. Gates & Associates Inc.", dated February 13, 2023 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Consultant to provide landscape and engineering design services for the first phase of the Henry Schmidt Park Playground Rehabilitation Project (Project), as fully described in the Agreement; and the Parties now wish to amend the Agreement to provide landscape and 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 selected schematic playground rehabilitation plan, 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, 2028.
- 2. Exhibit A, entitled "Scope of Services", Exhibit B, entitled "Schedule of Fees" of the Agreement are amended to read per Attachment No. 1.

3. 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 Manager

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

“CITY”

DAVID L. GATES & ASSOCIATES, INC.
a California Corporation

Dated: _____
By (Signature): _____
Name: Casey Case
Title: President
Principal Place of Business Address: 1655 N. Main Street, Suit 365
Walnut Creek, CA 94569
Email Address: casey@dgates.com
Telephone: (925) 736-8176, ext 2000
Fax: _____

“CONSULTANT”

ATTACHMENT No. 1

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND DAVID L. GATES & ASSOCIATES, INC. FOR HENRY SCHMIDT PARK REHABILITATION PROJECT

EXHIBIT A SCOPE OF SERVICES

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

1. INTRODUCTION

Consultant shall perform or caused to be performed in accordance with this Agreement all work and services required for the Henry Schmidt Park Rehabilitation Project (the "Project").

To the extent not inconsistent with this Agreement between the City and Consultant including this Scope of Services, the City's SOQ 22-23-17 (including subsequent updates), Consultant's proposal response dated September 12, 2022, presentation materials dated October 12, 2022, and Consultant's proposal dated January 29, 2024 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

2. DOCUMENTS

This Exhibit contains the following Appendices:

- 2.1.** Appendix A1 – City's Project Management Software E-Builder
- 2.2.** Appendix A2 – Draft Project Schedule

3. GENERAL REQUIREMENTS

- 3.1** Consultant shall perform all design and engineering services in accordance with the Department of Transportation Standard and Details, City Standard Plans and Specifications, Parks and Recreation Standard Specifications and Details, Americans with Disabilities Act (ADA) Design Guidelines, latest building and fire codes, and other applicable codes and standards. The City shall have the right to review all drawings, specifications, and other documents and electronic records relating to such services.
- 3.2** For any field work that involves subsurface excavation and/or coring, Consultant shall submit a plan of work for the City's review and approval prior to proceeding.

- 3.3** Any changes to the project team through the course of the Services shall be approved in writing by City.

4. RESPONSIBILITIES OF CITY

The City will provide to Consultant the following information and support for the Project as available and as required for the Project:

- 4.1** Record drawings (as available)
- 4.2** CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- 4.3** Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as available).
- 4.4** Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles.
- 4.5** Payment of permit application fees with other internal departments, if required.
- 4.6** Filing exemption under the California Environmental Quality Act, if applicable.
- 4.7** Any other relevant data or records.

5. PROJECT MANAGEMENT

Generally, Consultant shall:

- 5.1** Utilize the City's Project Management Software E-Builder for general project management. See AppendixA1.
- 5.2** Manage its team and overall project activities consistent with the requirements set forth in this Agreement including but not limited to maintaining the Project within schedule and budget.
- 5.3** Manage subconsultants, 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.
- 5.4** 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:
 - 5.4.1** Kick-off Meeting
 - 5.4.2** Preliminary/Evaluation Meeting
 - 5.4.3** Community Meeting
 - 5.5.4** Parks and Recreation Commission Meeting(s)
 - 5.4.5** City Council Meeting(s)
- 5.5** Coordinate with all affected parties, including the City, design team members, consultants, utility companies, and other governmental agencies as may be required for completion of project deliverables and coordination of Quality Assurance/Quality Control (QA/QC) activities.
- 5.6** 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 City or Consultant. During the course of the agreement, while there is active work on the Project, Consultant shall schedule and attend brief bi-weekly (every other week) conference call with the City. The purpose of these 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 the Project.

- 5.7** Provide monthly progress reports.
- 5.8** Coordinate with project stake holders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.
- 5.9** Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.
- 5.10** Conduct QC reviews in accordance with its QA Program guidelines. Consultant shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.
- 5.11** Consultant administrative staff time spent preparing invoices shall be considered as included in the overhead of the Consultant's basic hourly rates and shall not be billed. Additionally, addressing administrative issues, 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 to the City as additional cost.
- 5.12** Deliverables:
 - Progress schedules in Microsoft Project format (submitted electronically as an 11" x 17" PDF file and in native Microsoft Project format).
 - QA Program guidelines and QC reports for each task (in PDF file).
 - Meeting agendas, preparation materials, and meeting minutes for each project meeting (in PDF file).
 - Monthly progress reports and invoices (in PDF file).
 - Estimate -One (1) PDF and one (1) Microsoft Excel file.
 - Miscellaneous project information (as requested).
 - Meeting minutes-one (1) PDF and one (1) Microsoft Word file.

6 PROJECT SCHEDULE

- 6.1** Attached as Appendix A2 is the Draft Project Schedule. The Parties shall agree on the Approved Project Schedule as set forth in Section 8.1.2.
- 6.2** Consultant shall monitor and update the Approved Project Schedule throughout the course of the Project. The Approved Project 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 event, 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 by the City). The Approved Project Schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.
- 6.3** Changes to the Approved Project Schedule shall be at no additional cost, unless there are changes or additions to this Scope of Services. Any changes to the Approved Project Schedule must be mutually agreed to and incorporated into a revised Approved Project Schedule.

7 KEY PERSONNEL

- 7.1** The following individuals are designated as Key Personnel as of the Effective Date of this Agreement.

Name	Title
Chuck Gardella	Principal-in-Charge
Kimmy Chen	Project Manager
Casey Case	Outreach Coordinator
Name of Subconsultants	Role
Sandis	Civil Engineering
BSK Associates	Geotechnical Engineers
Atium Engineering	Electrical Engineers
Lionakis	Structural Engineers
Woodwreeve	Arborist
BSAFE Playground Inspection Services, Inc.	Playground Inspector
HY Architects, Inc.	Architect
Silva Cost Consulting, Inc.	Building Cost Estimator

- 7.2** Any replacement of Key Personnel whether requested by the City or Consultant is subject to the City's final approval.

8. PHASE 1 - SITE SURVEY, COMMUNITY OUTREACH, AND SCHEMATIC DESIGN

8.1. Task 1: Project Research and Site Assessment

Consultant shall gather, review, and assess existing data, records, and reports relative to the Project and conduct necessary investigations and analyses required to identify issues that could impact or be impacted by the project. This task includes:

8.1.1. Task 1.1: City Kick-Off Meeting

Consultant shall meet with City to review and discuss options for park program, public outreach, City standards for materials, etc. for the park design.

8.1.2. Task 1.2: Project Schedule

Consultant shall update the Draft Project Schedule with the information received during the kick-off meeting. Upon the City's approval, the schedule shall be designated as the Approved Project Schedule.

8.1.3. Task 1.3: Arborist Tree Inventory Report

Consultant shall visit the site, tag trees, measure the diameter at breast height (DBH), and review the general health, structure, apparent disease, or deformities, and provide a tree inventory report to the City. This report will be useful in determining the impact of any potential work within the tree protection zone of each tree.

8.1.4. Task 1.4 Electrical Infrastructure Investigation

Consultant shall explore the existing infrastructure and assess potential for service upgrades and/or new infrastructure and support for buildings and park amenities. The electrical engineering, fiber requirements, and site lighting approach would be predicated on an initial review of existing equipment, power and lighting to identify opportunities for improvements along pathways, parking lots, and play areas. Further, it will explore and assess the existing infrastructure to determine capabilities as well as the requirements for "smart park" features (WIFI, irrigation, automated doors, and gates).

8.1.5. Task 1.5: Topographic Survey And Mapping

Consultant shall perform a topographic survey including all hardscape and softscape and locate surface-visible utility features and improvements. At manholes and accessible structures, measure invert elevations will be noted of all gravity storm drains and sewer pipes.

8.1.6. Task 1.6: Geotechnical Investigation

Consultant shall perform subsurface exploration including two to three borings, with laboratory soils testing, including infiltration rate testing. Consultant shall prepare a geotechnical report summarizing the results and providing recommendations. The report will provide valuable information for use in engineering of the buildings, structure footings, pavement, and potential retaining walls.

8.1.7. Task 1.7: Site Analysis & Data Review

Consultant shall gather, review, and assess existing data, records, and reports relative to the Project and conduct necessary investigations and analyses required to identify issues that could impact or be impacted by the Project, including but are not limited evaluating ADA pedestrian pathway and completing site survey and base setup.

8.2. Task 2: Schematic Design/Public Outreach

8.2.1. Task 2.1 Public Outreach Preparation

Consultant shall prepare public outreach materials such as image boards with the preliminary schematic park plan, options for park elements, playground imagery, site furniture, and an existing condition exhibit.

8.2.2. Task 2.2: Survey Preparation

Consultant shall work with the City to develop an online survey with questions and images focusing on Primary Design Elements and options and meet with the City to review prior to presenting at the public meetings.

8.2.3. Task 2.3: Public Outreach Meeting

A. Consultant shall prepare all presentation materials, including graphic boards, reports, etc., and present amenity options to the public in a two-hour meeting. Public, user groups, potential donors, and staff may attend. This may be an online meeting or ran in-person meeting, as determined by the City.

B. Consultant shall also gather input from the community via online polling and surveys.

C. Consultant shall document the feedback and consensus achieved.

8.2.4. Task 2.4: Preliminary Schematic Designs

Consultant shall develop two to three preliminary schematic designs which incorporate input from the public, user groups, potential donors, and City staff.

8.2.5. Task 2.5: Preliminary Cost Estimate

Consultant shall prepare a Rough Order of Magnitude (ROM) style of cost estimate for the preliminary schematic designs to aid the City in its decision-making.

8.2.6. Task 2.6: Parks and Recreation Commission Review Meeting #1

- Consultant shall meet with the PRC to initiate public outreach for the Project.
- Consultant shall present to the PRC the public input received and two to three preliminary schematic park plans. Consultant shall present to the PRC the public input received and two to three preliminary schematic park plans.
- Consultant shall gather input and feedback from the PRC.

8.2.7. Task 2.7: Final Schematic Design

- Based on the input gathered from the community, the PRC, and the City, Consultant shall develop an accurate and scaled Site Plan and Draft Schematic Design (SD) for written approval by the City that will include:
 - Overall location and site plan;
 - Existing conditions;
 - Schematic design options, including building as necessary;
 - Playground use matrix with elements of play;
 - Elevations/grading/drainage;
 - Irrigation & planting plan;

- Lighting plan;
- American with Disabilities Act (ADA) compliant accessible routes;
- Other tables; and
- Materials/equipment specifications.
- The City shall notify Consultant as to whether it approves or disapproves the Draft Schematic Design documents. The City will review the Draft Schematic Design documents and will mark them to indicate whether changes and/or corrections are required. Consultant shall address all material comments and questions appropriately including, when appropriate, incorporating the comments, corrections and/or changes on the original documents and resubmitting the documents.

8.2.8. Task 2.8: Final Schematic Design Cost Estimate

Consultant shall update the cost estimates to reflect any changes or refinements depicted in the Final Schematic Design.

8.3. Final Draft Schematic Designs

8.3.1. Task 2.9: Parks and Recreation Commission Review Meeting #2

Consultant shall present to the PRC a Final Schematic Design for recommendation to the City Council for approval.

8.3.2. Task 2.10: City Council Review Meeting

- A. Consultant shall present to the City Council the recommended Schematic Design.
- B. Consultant shall gather input and feedback from the City Council and revise the Final Schematic Design if necessary.
- C. Consultant shall provide unlimited revisions to the Final Draft Schematic Designs, at no additional cost, to ensure the City's satisfaction with the document.

8.4. Phase 1 Deliverables:

8.4.1. Site Topographic Survey

8.4.2. Geotechnical report(s)

8.4.3. Arborist Tree Inventory Report

8.4.4. Two to Three Preliminary Schematic Designs and Preliminary Cost Estimates

8.4.5. One Final Scaled Schematic Design and Final Schematic Design Cost Estimates

8.4.6. PowerPoint Presentations

8.4.7. Meeting Attendance

9. PHASE 2 – Detailed Design, Bid & Award, and Construction Support

9.1. Task 3: 65% Construction Documents

Based on the approved playground schematic plans, 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. Consultant's CPSI shall review and certify bid documents to meet and comply with all regulation regarding playground safety.

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.

9.1.1. Phase 2 Kick-off Meeting & Review of Park Master Plan

- A.** Meet with City to review project assumptions and expectations; known issues and challenges, limits of work, project work scope, budget, schedule, and the approved Park Master Plan Update and playground schematic design.

9.1.2. Site Investigation

Based on Schematic Design, conduct focused site investigation including:

- A.** Additional survey including pervious concrete paving, north-east entry node, perimeter pathway and group fitness stations.
- B.** Arborist Consultation
 - 1.** Provide up to two site visits to review existing trees vs. proposed improvements and recommend design parameters.
 - 2.** Prepare site review memos and update arborist report as required.
- C.** Field Reconnaissance
 - 1.** Conduct a site visit to review existing conditions of the scope area, including conditions of existing infrastructure, limit of paving sawcut, irrigation system, amenities, and limit of work.
 - 2.** Document existing elements for demolition, salvage, and/or repair.
- D.** Electrical
 - 1.** Site investigation to determine service size and adequacy for connection of new lighting.
 - 2.** Memorandum providing recommendations for service reuse, replacement, modification, or upgrade.
 - 3.** Review of existing electrical services, existing EV chargers/conduits.
 - 4.** Evaluation of existing service equipment to ensure it meets current code and SVP requirements.

- E.** Underground Survey/Potholing - Perform subsurface investigation for the following systems: water plastic pipes, low voltage electrical, drainage pipes. by potholing or radar/voltage finders to positively locate potential underground utility conflicts. Assuming two days of potholing for existing utility investigation, four holes per day for a maximum number of eight holes.

9.1.3. Prepare 65% construction documents and supporting information for the City's review following City's Design Criteria, including, but not limited to:

A. Plans with details of major design components as necessary such as:

Site/Landscape drawings

- Cover page with index, location map, and sheet index
- Tree removal and preservation plans (per arborist report)
- Notes & legends
- Path of travel plan
- Site improvement plan
- Detailed area layout plan (play area, picnic area, site elements, etc.)
- Planting plans, planting schedule, and details
- Potable and recycled system
- Irrigation demolition plans, irrigation plans and details.
- Site element construction details
- Conceptual Phasing Plan

Civil drawings

- Existing conditions
- Demolition Plan
- Site plan
- Grading and drainage plans
- Utility plan and details
- Horizontal control plan
- Erosion control plan
- SWPPP
- Construction details

Electrical drawings

- Site plan showing light locations, power device locations, pull box locations (coordinated with landscape and civil), low voltage device locations, and conduit routing, including four power outlets at north-east post of the shade structure.
- Electrical details for trenching, pull boxes, and other miscellaneous items.
- Circuiting information

Structural Drawings

- Plans and calculations for light post footings.

A. Utility Coordination - Prepare a Notice of Intent to Construct (NOI) and

location map exhibit and submit it to the known utility operators to gather records for existing utilities. Send the City a draft of the NOI prior to sending it to the utility, maintain a log of all NOI sent and received, and provide the City all information received from the NOI.

- B.** 65% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information as relating to proposed improvements such as, but not be limited to, playground layouts, fence, gate, picnic area, pedestrian pathway, property lines, site entrance/exist driveway, adjacent streets shall be shown.
- C.** Design Playground to meet following criteria:
 - Elements of Play: swinging, climbing, brachiating, spinning, sliding, balancing, sensory and free play.;
 - Play Value: design that addresses how many persons served, how often and how long equipment is used.;
 - Inclusion: a thoughtful application of universal design principles that provide diverse activities that address physical, social-emotional, sensory, cognitive, and communicative needs of all children and where generations can play together regardless of age and limitation.;
 - Physical Activity: intentionally promote physical activity through active play and encourage the developmental progression of skills through healthy movement (developmentally appropriate for beginner, intermediate, advanced levels).;
 - Nature: design the play environment within a living landscape, supporting the natural habitat/biodiversity and health of plants, animals, and water.
 - Playcore Grant requirements.
 - Playground Safety: Guidelines and requirements from NRPA's CPSI program.
- D.** Provide technical specifications.
- E.** 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.
- F.** 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:
 - Description of work
 - Type of Contractor's License required.
 - Construction Schedule
 - Bid Schedule
 - Requirements for Contractor's Statement of Qualifications (e.g., experience requirements for similar work and contract values)
 - Identification of any changes to the City's standard specifications that are required. Prepare an updated engineering cost estimate. If 65% engineering cost estimate prepared at this point exceeds

the preliminary construction budget approved at the end of the preliminary Prepare an updated project schedule.

- 9.1.4.** Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 9.1.5.** Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 9.1.6.** 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.
- 9.1.7.** CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 65% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the design shall be revised as appropriate to incorporate CITY's comments.

Task 3 Deliverables – Electronic and hard copy format:

- 1. 65% Plans – One (1) PDF and one (1) AutoCAD file.
- 2. 65% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
- 3. 65% Technical specifications – One (1) PDF and one (1) Microsoft Word
- 4. Updated project schedule – One (1) PDF and one (1) Microsoft Project file.
- 5. Quality control checklist for 65% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
- 6. CPSI comment/report – One (1) PDF.
- 7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
- 8. Miscellaneous Project information (as requested).
- 9. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
- 10. Supplemental Survey – One (1) PDF
- 11. Potholing Data – One (1) PDF
- 12. NOI Log – One (1) PDF

10. Task 4: 95% Construction Documents

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

- 10.1.** Prepare 95% construction documents and supporting information for the City's review and approval.
 - 10.1.1.** Construction details of proposed improvements shall be included in the 95% Plans.

- 10.1.2.** Provide updated technical specifications and updated modified sections to City standard specifications to suit Project.
- 10.1.3.** Provide updated Structural plans and calculations for Light post footings.
- 10.1.4.** Provide updated electrical plans
 - Site plan showing light locations, power device locations, pull box locations (coordinated with landscape and civil), and conduit routing.
 - Electrical details for trenching, pull boxes, and other miscellaneous items.
 - Circuiting information
 - Panel schedules
 - Title 24 documentation
- 10.2.** Prepare an updated engineering cost estimate. If the cost is higher than allocated construction budget, Consultant need to create Add Alternate items so that the project cost estimate is within available project budget.
- 10.3.** Prepare an updated project schedule.
- 10.4.** Meet with City staff, as needed, to review City comments on 65% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 10.5.** Provide comments from Consultant's CPSI on playground design and confirmation of safety compliance of 65% construction documents.
- 10.6.** 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.
- 10.7.** Provide written response matrix to City's comments on 65% PS&E.
- 10.8.** Conduct an independent quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 10.9.** Provide a geotechnical review letter based on 95% construction documents.

Task 4 Deliverables – Electronic and hard copy format:

- 1. 95% Plans – One (1) PDF and one (1) AutoCAD file.
- 2. 95% Specifications – One (1) PDF and one (1) Microsoft Word file.
- 3. 95% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
- 4. Updated project schedule – One (1) PDF and one (1) Microsoft Project file.
- 5. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
- 6. Quality control checklist for 95% design submittal.
- 7. CPSI comment/report – One (1) PDF
- 8. Geotechnical plan review letter

9. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.

11. Task 5: 100% Construction Documents

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

- 11.1.** Prepare 100% construction documents and supporting documents which may include Special inspection form, and other documents that are required to obtain building permit.
 - 11.1.1.** Phase percentage statement such as "100% Plans. Not for Construction" shall be removed from the 100% Plans and each sheet of the plans set shall be stamped and signed by the Consultant's Engineer of appropriate discipline.
 - 11.1.2.** Specifications shall be stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 11.2.** Prepare an updated Engineering Cost Estimate with backups and justifications for unit pricing.
- 11.3.** Prepare 100% technical specifications
- 11.4.** Prepare an updated Project Schedule.
- 11.5.** Provide structural calculations
- 11.6.** Provide Building Division submittal package, review comments, and prepare re-submittal to Building Division.
- 11.7.** Provide Documents for City's PS&E approval process. Required documents are, but not be limited to, engineer's estimate using the schedule of quantities format, recent similar project bid summaries to validate engineer's estimate, consultant Peer Review Certification, consultant Lessons Learned from other similar projects that were applied to this Project.
- 11.8.** 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal.
 - 11.8.1.** A statement (see statement in Sub-Section 5.6.2 below) 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.”

- 11.9.** Prepare and submit Special Inspection Form for the Project.
- 11.10.** Meet with City staffs as needed to review City comments on 100% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 11.11.** Provide comments from Consultant’s CPSI on playground design and confirmation of safety compliance of 100% construction documents.
- 11.12.** 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.
- 11.13.** Provide written response matrix to City’s comments on 95% PS&E
- 11.14.** Provide list of potential bidders including company name, email address, contact number, and address of business.
- 11.15. SBWR Submittal**
 - 11.15.1.** Prepare SBWR submittal package incorporating SBWR checklist requirements, notes, legends, colors, line types, valve callouts, connection points and modify irrigation documents to meet the updated SBWR checklist requirements.
 - 11.15.2.** Attend SBWR review meeting to clarify comments and responses as required
 - 11.15.3.** Integrate SBWR comments into plan set and provide written responses to all comments
 - 11.15.4.** Prepare 2nd submittal to SBWR

Task 5 Deliverables – Electronic and hard copy format:

- 1. 100% Plans – One (1) PDF and one (1) AutoCAD file.
- 2. 100% Specifications – one (1) PDF and one (1) Microsoft Word file.
- 3. Structural Calculations – One (1) PDF.
- 4. Consultant Lessons Learned – One (1) PDF.
- 5. Certification of Peer Review – One (1) PDF.
- 6. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
- 7. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
- 8. All Permit application packages with all necessary supporting documentations.
- 9. Special Inspection Form – One (1) PDF.
- 10. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
- 11. Quality control checklist for 100% design submittal.
- 12. CPSI comment/report – One (1) PDF.

13. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
14. SBWR Submittals (2).
15. Re-submittal to Building Department.

12. Task 6: Bid Documents (P&S)

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

- 12.1.** Incorporate City review comments of 100% PS&E into Bid Documents.
- 12.2.** Incorporate permit (SBWR and Building Division) issuers' comments into P&S and coordinate with permitting departments and agencies to obtain acceptance of all applicable permit application packages.
- 12.3.** Prepare Bid Documents (P&S).
 - 12.3.1.** Bid Plans shall be wet stamped and signed by the Consultant's Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-size sheets.
 - 12.3.2.** Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 12.4.** Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 6 Deliverables – Electronic and hard copy format:

1. Bid Plans – One (1) PDF of wet-signed/stamped, D-size and one (1) AutoCAD file.
2. Bid Specifications – One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
3. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
4. Quality control checklist for bit set submittal.
5. Final Building and Fire permits.
6. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
8. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.

13. Task 7: 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:

- 13.1.** Attend and conduct Pre-Bid Conference/Sites Visit.
- 13.2.** Assist the City with responses to bidder's inquiries through the City's Project Manager.
- 13.3.** Assist the City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.
- 13.4.** Assist the City in evaluating bids (if required by the City).
- 13.5.** 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 7 Deliverables – Electronic and hard copy format:

- 1. Written response to bidder's inquiries – Signed PDF.
- 2. Support information for addenda – Signed PDF.
- 3. Written recommendation letter to award of contract for the Project – Signed PDF.
- 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.

14. Task 8: Construction Phase

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

- 14.1.** Consultant will assist the City in providing administration of the contract for construction. Duties, responsibilities and limitation of authority of Consultant shall not be restricted, modified, or extended without written agreement of the City.
- 14.2.** Consultant shall attend the Pre-construction meeting.
- 14.3.** Consultant shall visit the 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.
- 14.4.** Consultant shall have CPSI perform an onsite visit and inspection for conformance of playground installation to satisfy Bid Documents and provide report.

- 14.5.** Consultant shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit. Assume up to six (6) meetings. For the civil engineer, assume up to four (4) progress site meetings, and one (1) for the electrical and structural engineers.
- 14.6.** 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. Consultant's review shall not constitute review of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract document.
- 14.7.** 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 that impact the Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact the Project schedule.
- 14.8.** 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 8 Deliverables – Electronic and hard copy format:

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

15. Task 9: Post-Construction Phase

- 15.1.** 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. Consultant's decisions with City approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.

- 15.2.** 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.
- 15.3.** 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.
- 15.4.** 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.
- 15.5.** Consultant's CPSI shall inspect and certify the playground prior to its open to the public.
 - 15.5.1.** Conduct a final onsite inspection, prior to opening to the public, in accordance with the standards listed below:
 - ASTM 1487-21 (Safety Performance Specification for Playground Equipment for Public Use),
 - Consumer Product Safety Commission 2010 (Handbook for Public Playground Safety)
 - DOJ 2010 Standard for Accessible Design and Section 1008,
 - 1292-09 (Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment),
 - ASTM 1951-09b (Determination of Accessibility of Surface Systems under and Around Playground Equipment)
 - 15.5.2.** Provide a written report, within 5 days of the onsite final inspection, certifying all playground components/equipment and protective surfacing are compliant with the standards listed above. The report will include pictures of composite play structures (4 views), a picture of each free-standing component, 3D drawings, a site plan, results of an impact attenuation test (if synthetic turf, tiles, or poured-in-place protective surfacing is used), manufacturer information on the protective surfacing, and a list of all contractors (including contact information) responsible for the installation of the playground equipment.
- 15.6.** 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.

- 15.7.** At ten (10) months following the issuance of final completion and prior to the expiration of any guarantees, City and all its Consultants shall visit the Project with Contractor and: 1) Review the work and identify observable defects and deficiencies, 2) Evaluate the performance, durability and appearance of installed products, materials and system as they relate to suitability for the intended use; 3) Evaluate the Project's function and City's use of the Project as reflection of the original program intent; and 4) Submit a written memorandum to City concerning the foregoing.

Task 9 Deliverables – Electronic and hard copy format:

1. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.
2. Record Drawings – One (1) PDFs and one (1) AutoCAD files on CD/DVD.
3. CPSI Certification – One (1) PDF.
4. 10 Months Report – One (1) signed PDF.

16. Optional Task 10: SWPPP and QSD/QSP, Restroom Accessibility

- 16.1.** Consultant shall provide design and engineering consulting services to assist the City in developing a SWPPP and obtaining a permit under the NPDES Construction General Permit, Order WQ 2022-0057-DWQ. Consultant shall develop the associated Water Pollution Control Drawings (WPCD's) using existing project information. Consultant shall assist City in preparing project registration documents for uploading to SMARTS. The City will obtain permit coverage and a WDID number. Other revisions/modification within SMARTS will be provided based on an additional time and materials bases. Consultant shall perform QSD site inspections; twice per year minimum plus required install inspection.

- 16.2.** Consultant shall provide QSP during construction including the tasks below.
- QSP services for duration of construction; March 2025 - March 2026 (final duration to be determined, assuming 12-month construction schedule). Coordinate the implementation of BMPs throughout duration of construction.
 - Perform site inspections; one per week minimum plus required rain event inspections.
 - Advise on project compliance and maintain the SWPPP binder weekly.
 - Provide on-site BMP training for project team, only one (1) training session required.
 - Perform turbidity and pH field testing of site effluent during required events.
 - Assist Contractor in preparation of REAPs (Rain Event Action Plans).
 - Upload necessary Ad-Hoc reports/monitoring data to SMARTS.
 - Prepare one (1) revision to the WPCD's for winterization planning.

- Prepare two (2) Annual Reports, due September 1st of each year.
- Prepare a Notice of Termination, including the final site map and photo report, to upload to SMARTS for closure on the project permit.

Optional Task 10 Deliverables – Electronic and hard copy format:

1. SWPPP
2. WPCD
3. Smarts registration documents
4. REAP Plans
5. WPCD revision (1)
6. Annual Reports (2)
7. Notice of Termination
8. QSD site inspections
9. Weekly site inspections
10. Site BMP Training (1)
11. Turbidity and pH field testing

16.3. Restroom accessibility barrier removal

- Provide accessibility upgrades within the toiler rooms per Item 19-1 and 19-2 Multiple User Restroom listed in the Henry Schmid Park Building Recreation Center ADA report dated 7/18/2019, excluding the item of “modifying stall partitions” or any structural items.
- Prepare construction documents at 65%, 95%, 100% CD and Bid Set, including:
 - Title Sheet
 - Site Work & Path of Travel
 - Floor Plan Demolition Plan
 - Floor Plans, Schedules
 - Detailed Plans
 - Interior Elevation
 - Reflected Ceiling Plans
 - Interior Details
- Address Building Department review comments and incorporate in the re-submittal to Building Department.
- Construction documents for restroom accessibility barrier upgrades will be prepared as a separate permit set and submittal to Building department based on CBC 11B-202.4 Path of travel requirements in alterations, additions, and structural repairs under EXCEPTIONS 4.
- Prepare cost estimate during 65% and 95% CD submittals.
- Prepare technical specifications.
- Attend team coordination meetings and City review meetings (virtual meetings).
- Attend (1) pre-construction meeting and up to (2) construction meetings.
- Attend (1) punch walk and prepare punch list.

Optional Task 10 Deliverables – Electronic and hard copy format:

1. Plans and specifications at 65%, 95%, 100%CD and Bid Set in PDF and CAD formats.
2. Preparation of addendum as needed during bidding phase.
3. Responses to RFIs and Submittals during construction phase.
4. Punch list in PDF format.

ASSUMPTIONS:

1. Addressing ADA deficiencies for the public sidewalk is excluded.
2. Foundation design of play structure and fitness equipment to be provided by MFR's engineer.
3. Installation of empty fiber conduit is excluded.
4. No lighting is required along the perimeter decomposed granite path.
5. No power is required at the new group fitness stations.
6. Park improvements to existing utility services including fire hydrants, water meters, and transformers are assumed to be adequate for the project scope of work. Modifications to existing services are not included within the scope of services.
7. Permit, plan check, inspection and other agency fees are not included.
8. Playground structural calculations are not required as part of the building permit submittal.
9. Project area shall be approximately 1.5 acre with a construction budget not to exceed \$ 5.5 million as shown in the Park Master Plan per Exhibit A.
10. Renovation of existing building is excluded, except for the items listed under Optional Services 15.3 Restroom Accessibility Barrier Removal. The following items related to restroom are excluded:
 - Building upgrades to bring into fire code compliance
 - Electrical, mechanical, plumbing, structural engineering or specifying
 - Hazardous material mitigation
 - Security alarm
11. Structural engineering for all prefabricated structures including shade structures shall be provided by the manufacturer at the time of purchase order and available to the City for final review and approval as a deferred submittal.
12. Services not defined above will be considered Additional Services.
13. Traffic control plans shall be provided by Contractor.
14. Upgrade of existing drinking fountain is excluded.

**APPENDIX A1 TO EXHIBIT A
CITY'S PROJECT MANAGEMENT SOFTWARE E-BUILDER**

General Requirements:

- a. Consultant and Subcontractors shall provide at a minimum, the following to its staff:
 - i. **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.
 - ii. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
 - iii. **Web Browser:** Microsoft Internet Explorer 9
 - iv. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
 - v. **Scheduling Software:** Microsoft Project or Primavera
 - vi. **Internet Service Provider:** A reliable ISP in the area of the Project
 - vii. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream
- b. Consultant and Subcontractors shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis.

Project Web Requirements:

- a. This project will utilize a web-based project management tool called e-Builder Enterprise™. 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.
- b. Consultant and Subcontractors shall conduct Project controls, outlined by the Owner, Development Manager, and Construction Manager, utilizing e-Builder Enterprise™. **This designated web-based application will be provided by the Consultant to the Subcontractors.** No additional software will be required. Furthermore, the Development Manager will assist Consultant in providing training of Subcontractor's personnel.
- c. Consultant and Subcontractors 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 Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like. 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 and the like will be submitted in digital format via e-Builder Enterprise™.

Electronic File Requirements:

In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Consultant and Subcontractors 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 Adobe Acrobat (.PDF) file format and uploaded to e-Builder Enterprise™.

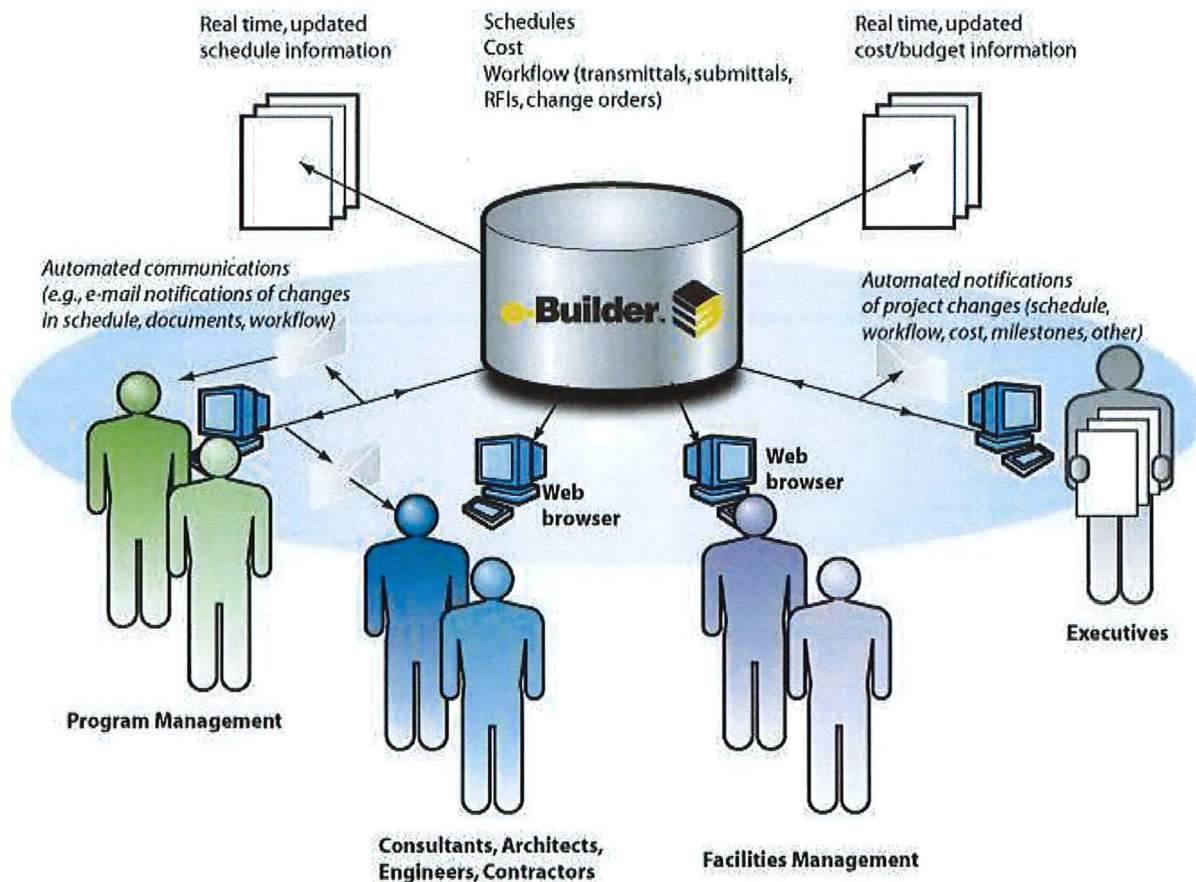
Builder Implementation Requirements

e-Builder Enterprise™ is a comprehensive Project and Program Management system that will be implementing for managing documents, communications and costs between the Consultant, Subcontractors, Design Consultants and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use.

Central Document Vault: e-Builder Enterprise™ system includes a central database that maintains all project information and manages project communications amongst team members.

Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.

Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder Enterprise™



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.

E-Builder Licensing Requirements

E-Builder Enterprise™ 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 Subcontractors and/or Suppliers.

Each user license includes full access to e-Builder Enterprise™ including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:

- All hosting, operation, maintenance, and data backup of the e-Builder Enterprise™ software and documents which are maintained in state-of-the-art data centers located throughout the United States.
- Quarterly e-Builder Enterprise™ software enhancements
- Unlimited phone, email, and web-based support 24-hours:

e-Builder Enterprise™ user licenses shall be obtained by the Owner, Development Manager, Construction Manager, Design Consultants, QA/QC Agencies, and Project Management staff in which the Consultant is not responsible.

APPENDIX A2 TO EXHIBIT A – DRAFT PROJECT SCHEDULE

PROJECT SCHEDULE: Henry Schmidt Park - PHASE 1 12/20/2022

PROJECT SCHEDULE: Henry Schmidt Park - PHASE 1 12/20/2022		2023											
		January	February	March	April	May	June	July	August				
TASK 1 - PROJECT RESEARCH AND SITE ASSESSMENT													
Subtask 1.1	City Kick Off Meeting	●											
Subtask 1.2	Proejct Schedule		●										
Subtask 1.3	Arborist Tree Inventory Report		■	■									
Subtask 1.4	Eletrical Infrastructure Invetigation		■	■									
Subtask 1.5	Topographic Survey and Mapping		■	■	■	■							
Subtask 1.6	Geotechnical Investigation						■	■	■	■			
Subtask 1.7	Site Analysis & Data Review		■	■	■	■	●	■					
TASK 2 - SCHEMATIC DESIGN/PUBLIC OUTREACH													
Subtask 2.1	Public Outreach Preparation			■	■	■	●						
Subtask 2.2	Survey Preparation			●	■	■							
Subtask 2.3	Public Outreach Meeting (03/18/23)				◆	■	■						
Subtask 2.4	Preliminary Schematic Designs					■	■	■					
Subtask 2.5	Preliminary Cost Estimate						■	■					
Subtask 2.6	PRC #1 - Draft /Final Slide Deck Deliverable Date (5/16/23)							■	●				
	Parks and Recreation Commission Review Meeting #1							■					
Subtask 2.7	Final Schematic Design								■	■	■		
Subtask 2.8	Final Schematic Design Cost Estimate									■			
TASK 3 - FINAL DRAFT SCHEMATIC DESIGNS													
Subtask 3.1	Draft/Final Slide deck deliverable date (7/18/23)										■		
	Parks and Recreation Commission Review Meeting #2											■	
Subtask 3.2	City Council Review Meeting (8/8/23)												■

- City Meeting/Check in call
- ◆ Public Outreach Meeting
- Public Meeting (Park + Rec Commission, Council)
- Work in progress

APPENDIX A2 TO EXHIBIT A PHASE II MILESTONE SCHEDULE

Phase II

65% Construction Documents (including 4 weeks City review)	10 weeks
95% Construction Documents (including 4 weeks City review)	10 weeks
100% Construction Documents (including 4 weeks City review)	9 weeks
Bid Documents (including 3 weeks City review)	8 weeks

Bid and Award Phase

Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders	2 days response time
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Project Close-Out

Prepare Record Drawing	2 weeks
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**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DAVID L. GATES & ASSOCIATES, INC.
FOR
HENRY SCHMIDT PARK REHABILITATION PROJECT
EXHIBIT B
SCHEDULE OF FEES**

1. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, including Optional Tasks, as stated in Exhibit A, Scope of Services, shall not exceed \$461,405. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$46,141. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$507,546 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.

2. FEE SCHEDULE

Consultant's compensation is set forth below. The fees include all labor, materials, equipment, overhead, general administrative costs, and profit.

Table 1: Fixed Fee Schedule

Description	Basis of Compensation	Total
Phase 1		
Task 1 - Project research and site assessment		
Task 1.1 Kick off meeting	Fixed Fee	\$1,350
Task 1.2 Project Schedule	Fixed Fee	\$600
Task 1.3 Arborist Tree Inventory	Fixed Fee	\$4,750
Task 1.4 Electrical	Fixed Fee	\$540
Task 1.5 Topographic Survey and Mapping	Fixed Fee	\$29,980
Task 1.6 Geotech	Fixed Fee	\$11,090
Task 1.7 Site Analysis	Fixed Fee	\$6,085
Subconsultants	Fixed Fee	
Subtotal (Task 1)		\$54,395
Task 2 - Schematic design and public outreach		
Task 2.1 Public Outreach Prep	Fixed Fee	\$720

Task 2.2 Survey Preparation	Fixed Fee	\$3,120
Task 2.3 Public Outreach Meeting	Fixed Fee	\$5,400
Task 2.4 Preliminary Designs	Fixed Fee	\$11,460
Task 2.5 Preliminary Cost Estimates	Fixed Fee	\$2,440
Task 2.6 PRC Meeting #1	Fixed Fee	\$3,500
Task 2.7 Final Design	Fixed Fee	\$9,130
Task 2.8 Final Cost Estimate	Fixed Fee	\$2,040
Task 2.9 PRC Review Meeting #2	Fixed Fee	\$3,500
Task 2.10 City council presentation	Fixed Fee	\$3,900
Subtotal (Task 2)		\$45,210
Phase 2		
Task 3 – 65% Construction Documents	Fixed Fee	\$96,080
Task 4 – 95% Construction Documents	Fixed Fee	\$71,480
Task 5 – 100% Construction Documents	Fixed Fee	\$47,450
Task 6 – Bid Documents	Fixed Fee	\$10,395
Task 7 – Bid & Award Phase	Fixed Fee	\$7,100
Task 8 – Construction Phase	Fixed Fee	\$60,045
Task 9 – Post-Construction Phase	Fixed Fee	\$8,330
Optional Task 10 SWPPP and QSD/QSP, Restroom Accessibility	Fixed Fee	\$60,920
Additional Services	See Section 4	\$46,141
Total Cost		\$507,546

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed **\$461,405**.

3. REIMBURSABLE EXPENSES

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

The following are samples of items that are considered as included as part of the hourly rates paid for Basic Services and are not considered for additional compensation:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Travel Expenses (local and long distance), including meals and gas
- Faxes
- Local and Long Distance Telephone Expenses (land line and cellular phones)
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

4. 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 Table 2 and 3 for Phase I and Phase II respectfully, 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 \$46,141.

Table 2: Phase I Rate Schedule

Classification	Regular Hourly Rate
Partner	\$240
Principal	\$220
Associate Principal	\$200
Senior Associate	\$175
Job Captain	\$155
Sr. Irrigation Designer	\$175
Community Outreach Facilitator	\$160
Marketing Coordinator	\$150
Administrative/Drafter	\$135

Table 3: Phase II Rate Schedule

Classification	Regular Hourly Rate
Partner	\$240
Principal	\$220
Associate Principal	\$200
Senior Associate	\$175
Job Captain	\$160
Sr. Irrigation Designer	\$175
Community Outreach Facilitator	\$175
Marketing Coordinator	\$150
Administrative/Drafter	\$135

4. PAYMENT SCHEDULE

- 4.1. Consultant shall base its invoice on the percentage of services for each task completed during the previous month.
- 4.2. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.