

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WESTWOOD PROFESSIONAL SERVICES, INC.
FOR
WARBURTON PARK PLAYGROUND 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 Westwood Professional Services, Inc., a Texas 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 O'Dell Engineering, Inc.", dated February 13, 2023 (Agreement); and
- B. On February 9, 2024, O'Dell Engineering, Inc. was acquired by Consultant; and
- C. In April 2025, O'Dell assigned the Agreement to Consultant; and
- D. The Parties entered into the Agreement for the purpose of having Consultant provide engineering design services for the first phase of the Warburton Park Playground Rehabilitation Project (Project), as fully described in the Agreement; and the Parties now wish to amend the Agreement to provide engineering design services for the second phase of the project, which includes preparing bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding based on selected schematic 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 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 on December 31, 2029.

2. Section 7 of the Agreement, entitled "Compensation and Payment" is amended to read as follows:

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is five hundred fifty-eight thousand nine hundred forty-five dollars \$558,945 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.

3. Exhibit A, entitled "Scope of Services," is amended and replaced with Revised Exhibit A, attached and incorporated herein.
4. Exhibit B, entitled "Schedule of Fees", is amended and replaced with Revised Exhibit B, attached and incorporated herein.
5. Exhibit E, entitled "Milestone Schedule," is attached and incorporated herein.
6. Exhibit F, entitled "Project Management Document Software," is attached and incorporated herein.
7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

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"

A WESTWOOD PROFESSIONAL SERVICES, INC. COMPANY
a Texas Corporation

Dated: _____

By (Signature): _____

Name: Chad Kennedy

Title: Director

Principal Place of Business Address: 6200 Stoneridge Mall Road, Suite 330
Pleasanton, CA 94588

Email Address: Chad.kennedy@westwoodps.com

Telephone: Direct (209) 497-4057

Fax: N/A

"CONSULTANT"

**AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
O'DELL ENGINEERING, A WESTWOOD PROFESSIONAL SERVICES, INC.
COMPANYCOMPANY
FOR
WARBURTON PARK PLAYGROUND REHABILITATION PROJECT**

**REVISED 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

- 1.1.** The Warburton Park was constructed in the 1950's and contains two swimming pools, a restroom building, a basketball court, a playground area and various other park amenities. The City intends to rehabilitate the Warburton Park and would like to complete the project in two distinct phases. Scope of work for each phase is described below:

Phase 1 – Swimming pools evaluation and Schematic Design: site assessment and evaluating ADA compliance and structural and electrical deficiencies; preparing a schematic plan to meet the Project goals, cost estimate, and schedule; and assisting the Project presentation to Parks & Recreation Commission and City Council.

Phase 2 – Detailed Design: develop bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding; providing assistances in obtaining Building and Fire permits; and providing engineering support services during bid and award, construction, and post-construction phases.

- 1.2.** The proposed schematic design will include a site plan to address the aged playground infrastructure, playground and limited adjacent park spaces including planting, irrigations, picnic area, pathways, possible add/alternate pool heat pump, and common shade structure. The new play space will be appropriate for ages 2-5 and 6-12 incorporating research based seven elements of play for beginner, intermediate and advanced levels of play and as selected by the community, and have increased capacity to serve new residents within funding.

2. GENERAL REQUIREMENTS

- 2.1.** 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, American Disability 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.

- 2.2.** 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.
- 2.3.** Any changes to the project team through the course of the Services shall be approved in writing by City.
- 2.4.** Below is an outline of required services; however, it is the responsibility of the Consultant to independently assess the Project and provide improvement recommendations to meet the goals for this Project.

Phase I:

- 2.4.1.** Perform detailed site assessment for the entire park and swimming pools.
- 2.4.2.** Evaluate ADA compliance and structural and electrical deficiencies
- 2.4.3.** Prepare a schematic plan to meet the Project goals, cost estimate, and schedule
- 2.4.4.** Assist the Project presentation to Parks & Recreation Commission and City Council.

Phase II:

- 2.4.5.** Develop selected schematic plan into bid documents for public works bidding.
- 2.4.6.** Provide assistance in obtaining all required Building and Fire permits.
- 2.4.7.** Provide engineering support services during bid and award, construction, and post-construction phases.
- 2.4.8.** Access connection to all existing park walkways and public sidewalks. The design shall ensure that it meets ADA regulations and widths at this area are sufficient for safety of mobility impaired persons to get into the park area and playground.
- 2.4.9.** Installation of new irrigation system for the new landscaping from existing water meter. Existing water meter may need to be upgraded to meet new standards from the City's Water and Sewer Department.
- 2.4.10.** Modifications to existing lighting or installation of new lighting for security and safety.
- 2.4.11.** Conform to C.3 requirements, as applicable.

- 2.4.12.** Perform field exploration services to obtain soil samples to profile soils for offsite disposal.
- 2.4.13.** Upgrade existing water use to recycled water to irrigate all new planting and trees. All recycled water design shall meet SBWR's requirements. The formatted drawings will be color coded highlighting both potable and reclaimed water lines. Drawings will be reviewed and approved by the City's Water and Sewer Department, South Bay Water Recycling (SBWR), and the State Department of Drinking Water.
- 2.4.14.** Prepare abatement specifications for construction in accordance with building codes and applicable laws and regulations, if applicable for any building work.
- 2.4.15.** Provide and coordinate with certified playground safety inspector from feasibility design stage to final construction. The certified playground safety inspector shall review all design aspects throughout all project stages and will provide final approval at construction completion. Safety surfacing attenuation testing is not included.
- 2.4.16.** Assess and upgrade existing men and women restrooms for compliance with the latest building codes. Design upgrades will be limited to interior of the restroom and will not include major structural building designs.
- 2.4.17.** Provide all necessary structural and civil calculations required by building codes.
- 2.4.18.** Optional Task 1, Soil Management Plan – In the event that impacted soils are reported onsite, Consultant shall prepare a Soil Management Plan to guide contractors on safe handling and disposal requirements. Prior to performing work, Consultant shall provide a work plan to the City for review and approval.
- 2.4.19.** Optional Task 2, Impact Soil Delineation - In the event that impacted soils are discovered during soil sampling, the City may choose to perform additional soil sampling to limit the extent of Class I or Class II soils for disposal. This scope is projected as results from one sampling event may indicate additional step out sampling is required.
- 2.4.20.** Optional Task 3, Concrete/Asphalt Coring - In the event that proposed geotechnical and/or environmental sample locations are paved over, and no nearby unpaved locations exist where we may obtain soil samples, Consultant shall retain a coring subcontractor to remove pavement in proposed boring locations. If multiple sample rounds are required, this may be required for each iteration of sampling. Prior to performing work, Consultant shall provide a work plan to the City for review and approval.

3. 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:

- 3.1.** Record drawings.
- 3.2.** City's Standard Details, Specifications, Benchmark, and Design Criteria.
- 3.3.** Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps.
- 3.4.** Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles.
- 3.5.** Payment of permit application fees with other internal departments.
- 3.6.** Filing exemption under the California Environmental Quality Act.
- 3.7.** Any other relevant data or records.

4. PROJECT MANAGEMENT

Generally, Consultant shall:

- 4.1.** Utilize the City's Project Management Software E-Builder for general project management. See Exhibit F, Project Management Software Documentation.
- 4.2.** 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.
- 4.3.** Organize and attend project meetings with the City to discuss project progress, decisions and direction, and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:
 - 4.3.1.** Kick-off
 - 4.3.2.** Field Visit Meeting
 - 4.3.3.** Preliminary/Evaluation
 - 4.3.4.** Schematic Plans Review
 - 4.3.5.** Parks and Recreation Commission
 - 4.3.6.** City Council Meeting
 - 4.3.7.** 65% Construction Document Comments review
 - 4.3.8.** 95% Construction Document Comments review
 - 4.3.9.** 100% Construction Document Comments review
 - 4.3.10.** Construction Support related

- 4.3.11.** Any other meetings identified in the Agreement
- 4.4.** Coordinate with all affected parties, including the City, design team members, consultants, utility companies, and other governmental agencies as required for completion of project deliverables and coordination of Quality Assurance/Quality Control (QA/QC) activities.
 - 4.5.** Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings as deemed necessary to efficiently complete this phase of the design in a timely manner.
 - 4.6.** 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 forward raised by 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.
 - 4.7.** 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 always be maintained and shall be updated each time progress and milestones are achieved and/or changed.
 - 4.8.** Provide monthly progress reports.
 - 4.9.** Coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.
 - 4.10.** 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.
 - 4.11.** 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.

- 4.12.** 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.
- 4.13.** Payment for all responsibilities related to Project Management shall be included in the various tasks identified in Exhibit B, Schedule of Fees.
- 4.14. Deliverables:**
 - 4.14.1.** Progress schedules in Microsoft Project format (submitted electronically as an 11" x 17" PDF file and in native Microsoft Project format).
 - 4.14.2.** QA Program guidelines and QC reports for each task (in PDF file).
 - 4.14.3.** Meeting agendas, preparation materials, and meeting minutes for each project meeting (in PDF file).
 - 4.14.3.1.** Monthly progress reports and invoices (in PDF file).
 - 4.14.3.2.** Estimate – One (1) PDF and one (1) Microsoft Excel file.
 - 4.14.3.3.** Miscellaneous project information (as requested).
 - 4.14.3.4.** Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

PROJECT PHASE I

5. SITE SURVEY, COMMUNITY OUTREACH, AND SCHEMATIC DESIGN

5.1. 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:

5.1.1. Task 1.1: City Kick-Off Meeting

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

5.1.2. 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.

5.1.3. 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.

5.1.4. Task 1.4 Electrical Infrastructure Investigation

5.1.4.1. 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 EV charging stations and other “smart park” features (WIFI, irrigation, automated doors and gates).

5.1.4.2. As an optional task and as approved by the City, Consultant shall assess the requirements for the addition of solar panels, including costs. This optional task shall be at additional cost.

5.1.5. Task 1.5: Aquatics Exploration

5.1.5.1. Consultant shall perform an analysis of converting the existing gas pool heater to an electric pool heater, using the California Energy Code. This analysis will indicate if there are needs for additional power source, provide a cost estimate as a decision-making tool, and include information regarding rebates from the Silicon Valley Power Department. Analysis of existing filtration and other pool systems should be considered.

5.1.5.2. If the City wishes to move forward, Consultant shall prepare plans specifications and engineer’s estimate for the conversion, at an additional cost. These will include mechanical, electrical, filtration and chemical injection plans and specifications suitable for bidding.

5.1.6. Task 1.6: 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.

5.1.7. Task 1.7: 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.

5.1.8. Task 1.8: 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 to evaluating ADA pedestrian pathway and completing site survey and base setup.

5.2. Task 2: Schematic Design/Public Outreach

5.2.1. 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.

5.2.2. 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.

5.2.3. Task 2.3: Public Outreach Meeting

5.2.3.1. 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 an in-person meeting, as determined by the City.

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

5.2.3.3. Consultant shall document the feedback and consensus achieved.

5.2.4. 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.

5.2.5. 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.

5.2.6. Task 2.6: Parks and Recreation Commission Review Meetings #1

5.2.6.1. Consultant shall meet with the PRC to initiate public outreach for the Project.

5.2.6.2. Consultant shall present to the PRC the public input received and two to three preliminary schematic park plans.

5.2.6.3. Consultant shall gather input and feedback from the PRC.

5.2.7. Task 2.7: Final Schematic Design

5.2.7.1. 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:

5.2.7.1.1. overall location and site plan;

5.2.7.1.2. existing conditions;

5.2.7.1.3. schematic design options, including building as necessary

5.2.7.1.4. playground use matrix with elements of play;

5.2.7.1.5. elevations/grading/drainage;

5.2.7.1.6. irrigation & planting plan;

5.2.7.1.7. lighting plan;

5.2.7.1.8. American with Disabilities Act (ADA) compliant accessible routes;

5.2.7.1.9. other tables; and

5.2.7.1.10. materials/equipment specifications.

5.2.7.2. 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.

5.2.8. 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.

5.3. Final Draft Schematic Designs

5.3.1. 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.

5.3.2. Task 2.10: City Council Review Meeting

5.3.2.1. Consultant shall present to the City Council the recommended Schematic Design.

5.3.2.2. Consultant shall gather input and feedback from the City Council and make revisions to the Final Schematic Design if necessary.

5.3.2.3. Consultant shall provide unlimited revisions to the Final Draft Schematic Designs, at no additional cost, to ensure the City's satisfaction with the document.

5.4. Phase 1 Deliverables:

5.4.1. Site Topographic Survey

5.4.2. Geotechnical report(s)

5.4.3. Arborist Tree Inventory Report

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

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

5.4.6. PowerPoint Presentations

5.4.7. Meeting Attendance

PROJECT PHASE II

6. Task No. 1: 65% Construction Documents

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

6.2. 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.

6.3. Prepare 65% construction documents, which include project specifications, plans, and engineer's estimate and supporting information for the City's review. Consultant shall follow City's Design Criteria and plan format to prepare 65% Plans and supporting information for the City's review. Plans with details of major design components as necessary such as: Site Plan, Existing Condition, Proposed Improvement, Details, and other pertinent information for the City to review and provide comments.

65% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information relating to proposed improvements such as, but not be limited to, playground and park amenity layouts, fences, pedestrian pathways, property lines, site entrance/existing driveway, parking lot and adjacent streets shall be shown.

- 6.3.1.** Site drawings including existing park amenities
- 6.3.2.** Planting and irrigation plans
- 6.3.3.** Park amenity plans
- 6.3.4.** Electrical plans
- 6.3.5.** Grading and Drainage plans including existing on-site and off-site utilities
- 6.3.6.** Electrical engineering plans
- 6.3.7.** Construction Details – key standard details to be included
- 6.4.** Prepare project cost estimate that includes an itemized list of bid items. The cost estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The Consultant shall provide the assumptions and supporting documents used to prepare the estimate. The project estimate shall consider the following factors:
 - 6.4.1.** Recent similar Projects bided in the Bay Area, especially in the South Bay.
 - 6.4.2.** Current economic trend.
 - 6.4.3.** When the Project will be bid.
 - 6.4.4.** When construction will occur.
 - 6.4.5.** The risks that contractors need to consider for the Project.
- 6.5.** CASp Assessment - These services will include a site visit, code research and assessment of the existing conditions of the two restrooms provided for the park, within the pool building, outside of the pool fence. A report will be provided with photographs of existing features, existing code references for the current codes (2022 CBC July 2024 Supplement / 2010 ADAS), and a map. Recommendations will be provided for corrections.
- 6.6.** Environmental Soils Assessment- Soil sampling will be provided at the site, then soils samples will be analyzed for TPA, Organic Pesticides, CAM 17 metals, and STLC/TCLP leachates. This testing will provide information to be considered for off-site disposal requirements.
- 6.7.** 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 of 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.

All data collected from the field shall be provided to the City for records. Prior to performing data collection, Consultant shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

6.8. Deliverables:

- 6.8.1.** 65% Plans and specifications – One (1) PDF and one (1) AutoCAD file.
- 6.8.2.** 65% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
- 6.8.3.** Project schedule – One (1) PDF and one (1) Microsoft Project file.
- 6.8.4.** Quality control checklist for 65% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
- 6.8.5.** Miscellaneous Project information (as requested).
- 6.8.6.** Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
- 6.8.7.** Completed reports for the project.

7. Task No. 2: 95% Construction Documents

- 7.1.** 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.
- 7.2.** Prepare 95% construction documents and supporting information for the City's review and approval. This will include construction details and engineered plans, which include, but are not limited to:
 - 7.2.1.** Site drawings including existing park amenities
 - 7.2.2.** Planting and irrigation plans
 - 7.2.3.** Playground Plan
 - 7.2.4.** Erosion Control Plan
 - 7.2.5.** Horizontal Control Plan
 - 7.2.6.** Grading and Drainage plans including existing on-site and off-site utilities
 - 7.2.7.** Stormwater Quality Management Plan
 - 7.2.8.** Electrical plans
 - 7.2.9.** Structural plans

- 7.2.10.** Other construction details
- 7.3.** Prepare project cost estimate that includes an itemized list of bid items. The cost estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The Consultant shall provide the assumptions and supporting documents used to prepare the
- 7.4.** Prepare technical specifications.
- 7.5.** Prepare 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.
- 7.6.** 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 shall include, but not be limited to, the followings:
 - 7.6.1.** Description of work – summary only
 - 7.6.2.** Type of Contractor's License required.
 - 7.6.3.** Construction Duration for substantial completion and final completion
 - 7.6.4.** Bid schedule without engineer's estimate in excel spreadsheet.
 - 7.6.5.** Bid schedule with engineer's estimate in excel spreadsheet.
 - 7.6.6.** Requirements for Contractor's Statement of Qualifications (e.g., experience requirements for similar work and contract values)
 - 7.6.7.** Identification of any changes to the City's standard specifications that are required.
- 7.7. Deliverables:**
 - 7.7.1.** 95% Plans and specifications – One (1) PDF and one (1) AutoCAD file.
 - 7.7.2.** 95% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
 - 7.7.3.** Project schedule – One (1) PDF and one (1) Microsoft Project file.
 - 7.7.4.** Quality control checklist for 95% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
 - 7.7.5.** Miscellaneous Project information (as requested).
 - 7.7.6.** Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
 - 7.7.7.** Completed reports for the project.

8. Task No. 3: 100% Construction Documents

- 8.1.** 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.
- 8.2.** Prepare 100% construction documents and supporting documents.
 - 8.2.1.** 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.
 - 8.2.2.** Specifications shall be stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 8.3.** 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.
- 8.4.** 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal.
- 8.5.** A statement to indicate Peer Review has been performed and name, signature, and title of the Engineer who performed it shall be added to the Plans Cover Sheet.
 - 8.5.1.** Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer.
 - 8.5.2.** "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."
- 8.6.** Prepare and submit Special Inspection Form for the Project, if applicable.
- 8.7.** Provide list of potential bidders including company name, email address, contact number, and address of business.
- 8.8.** The City shall review the 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and Project bid and construction schedule) to ensure that all comments and issues have been rectified. After the 100% Design Submittal Package has been deemed acceptable, City staff will then submit the 100% Design Submittal Package to the Building Division and Fire Department for review and approval.
- 8.9. Deliverables:**
 - 8.9.1.** 100% Plans and specifications – One (1) PDF and one (1) AutoCAD file.
 - 8.9.2.** 100% Plans – One (1) PDF and one (1) AutoCAD file.

- 8.9.3.** 100% Specifications – one (1) PDF and one (1) Microsoft Word file.
- 8.9.4.** Structural Calculations – One (1) PDF.
- 8.9.5.** Certification of Peer Review – One (1) PDF.
- 8.9.6.** 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
- 8.9.7.** Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
- 8.9.8.** Special Inspection Form – One (1) PDF.
- 8.9.9.** Quality control checklist for 100% design submittal.
- 8.9.10.** Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file

9. Task No. 4: Bid Documents

- 9.1.** The Bid Documents shall incorporate all comments from the City including comments from the Building Division (for building permit), Fire Department (for Fire Permit, if applicable) Public Works, Parks and Rec, Sewer and Water, SVP, and any other stakeholders that are involved in the Project. Based on City's comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. Consultant shall:
- 9.2.** Incorporate permit issuers' comments (from Building Division and Fire Department) into P&S and coordinate with permitting departments and agencies to obtain acceptance of permit application package. Consultant shall address all comments from the permit issuer. Noted that the project cannot move forward with bid documents without resolving any comments from the permit issuer.
- 9.3.** Prepare Bid Documents (P&S).
 - 9.3.1.** 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.
 - 9.3.2.** Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
 - 9.3.3.** Special Inspection Form required by the Building Division, if applicable.
 - 9.3.4.** Any other forms that are required by the Building Division and Fire Department in order to obtain applicable permits from those teams.
- 9.4. Deliverables:**
 - 9.4.1.** Bid Plans – One (1) PDF of wet-signed/stamped, D-size and one (1) AutoCAD file.

- 9.4.2. Bid Specifications – One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
- 9.4.3. Final schedule of quantities – in Microsoft Excel and pdf
- 9.4.4. Final Engineer's Estimate – in Microsoft Excel and pdf
- 9.4.5. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
- 9.4.6. Quality control checklist for Bid Documents submittal.
- 9.4.7. Special Inspection Form

10.Task No. 5: Bid and Award Phase Assistance

- 10.1. 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.
- 10.2. Attend and conduct one Pre-Bid Conference/Site Visit.
- 10.3. Assist the City with responses to bidder's inquiries through the City's Project Manager. Responses shall be done within two calendar days or as mutually agreed with the project manager.
- 10.4. Assist the City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents. Documents shall be done within two calendar days or as mutually agreed with the project manager.
- 10.5. Assist the City in evaluating bids (if required by the City). Bids evaluation shall be done with two calendar days or as mutually agreed with the project manager.
- 10.6. 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).
- 10.7. **Deliverables:**
 - 10.7.1. Written response to bidder's inquiries – Signed PDF.
 - 10.7.2. Support information for addenda – Signed PDF.
 - 10.7.3. Written recommendation letter to award of contract for the Project – Signed PDF.
 - 10.7.4. 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.

11.Task No. 6: Construction Phase Assistance

- 11.1.** City's Field Services Division will manage the construction phase of the project. Consultant to provide assistance to City staff and its 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.
- 11.2.** 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.
- 11.3.** Consultant shall attend the Pre-construction meeting.
- 11.4.** Consultant shall visit the site five times during construction. 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.
- 11.5.** Consultant shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit. Assume up to five (5) meetings.
- 11.6.** 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.
- 11.7.** 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.

- 11.8.** Playground Safety Inspection - Safety audit completion to determine compliance and/or deficiencies of Warburton Park playground equipment facilities to ASTM, CPSC and ADA standards, during the construction phase. A NRPA Certified Playground Safety Inspector (CPSI) will visit the site and perform safety inspections during the construction phase. A minimum of three Playground Safety Audit inspections will occur at key milestones during construction. A summary report will be provided.
- 11.9.** 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
- 11.10. Deliverables:**
 - 11.10.1.** Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSS, and Field Instructions.
 - 11.10.2.** Signed PDFs of COs' recommendations.
 - 11.10.3.** Signed PDFs of Field reports by Consultant and sub-consultants.

12.Task No. 7: Post-Construction Phase

- 12.1.** 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.
- 12.2.** 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.
- 12.3.** 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.
- 12.4.** 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.
- 12.5.** Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. Consultant may, at its own expense, prepare and retain a copy of each drawing for its permanent file.
- 12.6. Deliverables:**

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

**AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WESTWOOD PROFESSIONAL SERVICES, INC.
FOR
WARBURTON PARK PLAYGROUND REHABILITATION PROJECT**

**REVISED EXHIBIT B
SCHEDULE OF FEES**

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$491,115. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$67,830. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$558,945, subject to budget appropriations.

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

II. BASIC SERVICES

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

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

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

<u>Description of work and task</u>	<u>Basic Services Cost</u>
Phase 1	
Task No. 1 – Project Research and Site Assessment	\$58,234
Task No. 2 – Schematic Design and Public Outreach	\$39,476
Optional Services 1 – Assess requirements for additional solar panels	\$5,840
Optional Services 2 – Prepare Plans, Specifications and Engineer's Estimate to convert existing gas pool heater to an electric pool heater	\$13,200
Total	\$116,750
Phase 2	
Task No. 1 – 65% Construction Documents	\$108,742
Task No. 2 – 95% Construction Documents	\$82,454
Task No. 3 – 100% Construction Documents	\$54,198
Task No. 4 – Final Bid Documents	\$12,030
Task No. 5 – Bid and Award Phase Assistance	\$7,520
Task No. 6 – Construction Phase Assistance	\$54,211
Task No. 7 – Post-Construction Phase	\$3,710
Optional Task 1, Soil Management Plan	\$10,500
Optional Task 2, Impact Soil Delineation	\$31,000
Optional Task 3, Concrete/Asphalt Coring	\$10,000
Total	\$374,365

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed four hundred ninety-one thousand one hundred fifteen dollars (\$491,115).

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 \$67,830.

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. This initial Rate Schedule shall remain fixed for the duration of the Agreement.

Any classifications added to a rate schedule, or staff members changing classifications, shall be approved in writing by City.

Primary Consultant – Westwood Professional Services, Inc.:

FEE SCHEDULE FOR PUBLIC INFRASTRUCTURE SERVICES 2025 – California - PW

This schedule is effective from January 1, 2025, to December 31, 2025. A 3% annual escalation per year thereafter will occur. This applies to all subconsultants and primary consultant.

The following is the fee schedule for all work performed under an hourly agreement.

Classification	Hourly Rate
Admin II	\$130.00
Admin III	\$140.00
Graduate Engineer I	\$160.00
Graduate Engineer II	\$170.00
Graduate Engineer III	\$180.00
Graduate Engineer IV	\$190.00
Graduate Landscape Designer II	\$165.00
Graduate Landscape Designer III	\$175.00
Landscape Architect I	\$170.00
Landscape Architect II	\$180.00
Landscape Architect III	\$190.00
Landscape Architect IV	\$210.00
Landscape Architect V	\$230.00
Landscape Architect VI	\$250.00
Project Manager I	\$210.00
Project Manager II	\$235.00
Project Manager III	\$255.00
Project Manager IV	\$280.00
Project Manager V	\$300.00
Project Manager VII	\$330.00
Senior Project Coordinator II	\$185.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost-plus 15 percent.

Subconsultant Billing Rates:

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

Pezzoni Engineering

**1150 9th Street, Suite 1415
Modesto, CA 95354
(209) 554-4602**

FEE SCHEDULE FOR PROFESSIONAL SERVICES

EFFECTIVE: January 1, 2022

The following fees are presently in effect for professional services available from our firm:

CONSULTATION SERVICES:

Investigative/Expert Witness/Professional Consultation TBD*

ENGINEERING SERVICES:

Principal Engineer	\$220.00 Per Hour
Project Manager	\$190.00 Per Hour
Engineer	\$170.00 Per Hour
Senior Designer	\$150.00 Per Hour
Designer	\$120.00 Per Hour
CAD/BIM Specialist	\$95.00 Per Hour
Clerical	\$75.00 Per Hour

* Charges for investigative services, expert witness or professional consultation are generally not applicable to projects involving the preparation of plans or specifications for construction projects.

The fees, terms and conditions stated herein are included and a part of this Agreement by reference. Carrying charges equal to one percent per month, twelve percent A.P.R., may be assessed to all accounts over 60 days of billing, pursuant to our Standard Terms of Agreement, which are attached to and included in this agreement by reference.

The Client agrees to limit our liability and to defend and hold harmless for any cause in connection with this project to a maximum of our net aggregate fees as stated in this proposal. The Client and Owner further agree that any cause of action shall be adjudicated in Stanislaus County, California. The prevailing Party to any action shall be entitled to the full recovery of all expenses, fees, hours and consultants associated with defending such actions, all to be paid by the non-prevailing Party or Parties, based upon percentage of award of damages or dismissal.

Should actions be taken for the collection of fees due, the prevailing party will be entitled to full recovery of costs of collection paid by the non-prevailing party. This agreement is entered into on the above referenced date in Stanislaus County, California.

Client may terminate this Agreement with or without cause, upon written notice.

Should any provision of this Agreement be found to be unenforceable by the presiding Court or authority, the entire balance of this agreement shall remain in full force and effect.

**AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WESTWOOD PROFESSIONAL SERVICES, INC. FOR
WARBURTON PARK PLAYGROUND REHABILITATION PROJECT**

**REVISED EXHIBIT E
MILESTONE SCHEDULE**

<u>Description of work and task</u>	<u>Consultant Duration</u>
Phase 1	
Task No. 1 – Preliminary Engineering/ Evaluation & Schematic Design	completed
Task No. 2 – Parks and Recreation and City Council Meetings	completed
Phase 2	
Task No. 1 – 65% Construction Documents	40 working days
Task No. 2 – 95% Construction Documents	40 working days
Task No. 3 – 100% Construction Documents	20 working days
Task No. 4 – Final Bid Documents	15 working days
Task No. 5 – Bid and Award Phase	Per Exhibit A, Scope of Services
Task No. 6 – Construction Phase	Per Exhibit A, Scope of Services
Task No. 7 – Post-Construction Phase	Per Exhibit A, Scope of Services

**AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
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**EXHIBIT F
PROJECT MANAGEMENT DOCUMENTATION SOFTWARE**

1.0 GENERAL

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

2.0 e-BUILDER PROJECT MANAGEMENT SOFTWARE PROGRAM

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

3.0 REQUIREMENTS

A. General Requirements:

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

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

B. Project Web Requirements:

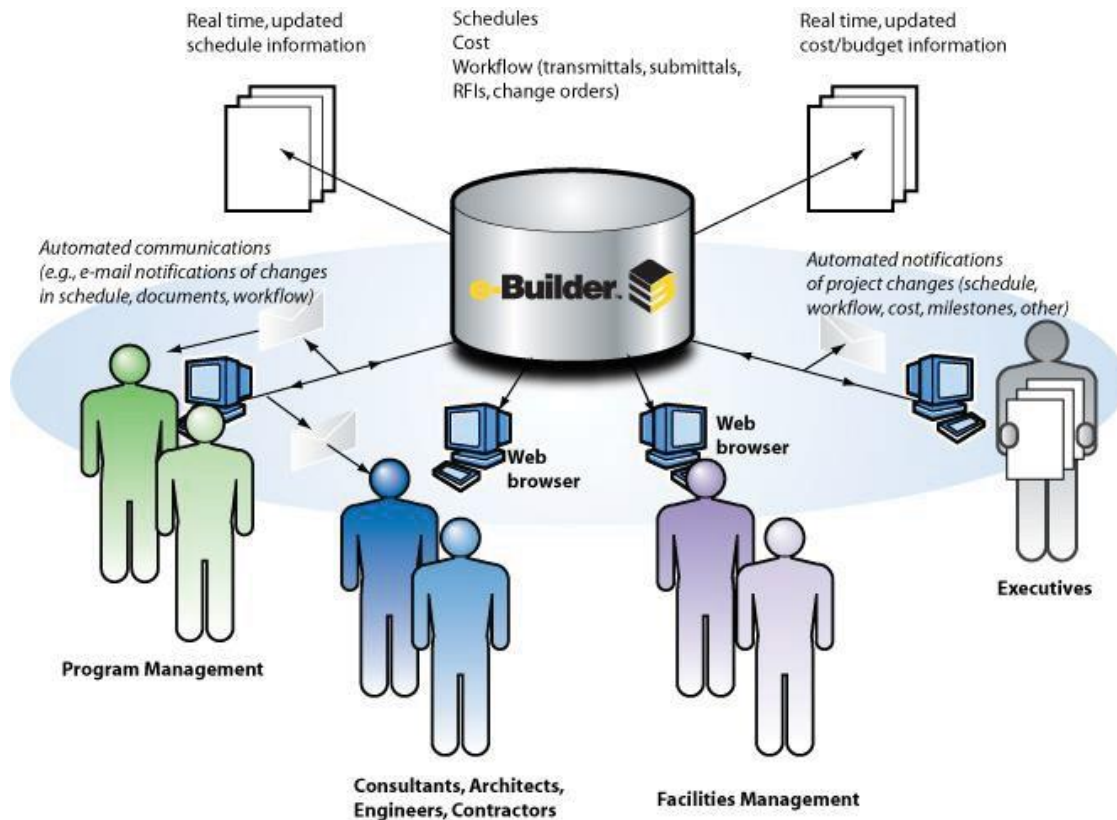
- 1. This Project utilizes a web-based project management tool, e-Builder. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.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

C. Electronic File Requirements:

1. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Consultant and Subconsultants shall also submit all closeout documents including all “As-Built Drawings”, catalog cuts, and Owner’s Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

4.0 IMPLEMENTATION REQUIREMENTS

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



5.0 LICENSING REQUIREMENT

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