

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS
FOR
THE WESTSIDE RETENTION BASIN STORMWATER PUMP REPLACEMENT
PROJECT**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Schaaf & Wheeler, Consulting Civil Engineers, a California corporation, with its principal place of business located at 1171 Homestead Road, Suite 255, Santa Clara, CA 95050 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and,
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers, and licensed professional land surveyors; and,
- C. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Consultant shall furnish all technical and design professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work described in Exhibit A at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate at completion of work described in Exhibit A.

3. CONSULTANT'S SERVICES TO BE APPROVED BY A LICENSED DESIGN PROFESSIONAL.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. QUALIFICATIONS OF CONSULTANT - STANDARD OF WORKMANSHIP.

Consultant represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

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

5. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Consultant's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Consultant constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

6. WARRANTY.

Consultant warrants that it shall perform its services under this agreement in a professional manner and in accordance with the usual and customary standard of care for services of this type within the same region. Consultant agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

7. PERFORMANCE OF SERVICES.

Consultant shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it. Consultant will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED.

Consultant must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONSULTANT.

Consultant shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Consultant shall be and remain liable to City in accordance with applicable law for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Consultant shall not in any respect absolve Consultant from the responsibility Consultant has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT.

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and services rendered by Consultant at the rate per

hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month, subject to verification by City. City will pay Consultant within thirty (30) days of City's receipt of invoice.

11. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Consultant shall discontinue further services as of the effective date of termination, and City shall pay Consultant for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subcontractors without express written permission from City. Notwithstanding the foregoing, the City hereby authorizes Consultant to utilize the services of the subcontractors listed in Exhibit A, "SCOPE OF SERVICES".

14. NO THIRD PARTY BENEFICIARY.

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

15. INDEPENDENT CONSULTANT.

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights, however, to manage its employees in their performance of Services under this Agreement. Consultant is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Consultant have the authority or power to pledge the credit of City or incur any obligation in the name of City. Consultant shall save and hold

harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Consultant under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

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

18. USE OF CITY NAME OR EMBLEM.

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

19. OWNERSHIP OF MATERIAL.

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

20. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

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

21. CORRECTION OF SERVICES.

Consultant agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Consultant.

22. FAIR EMPLOYMENT.

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

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

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Consultant. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

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

28. WAIVER.

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works – Design Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 985-7936

And to Consultant addressed as follows:

Name: Schaaf & Wheeler, Consulting Civil Engineers
Address: 1171 Homestead Road, Suite 255
Santa Clara, CA 95050
or by facsimile at (408) 246-5624

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

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

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to

mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Consultant shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONSULTANTS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

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

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

that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

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

“CITY”

SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS
A CALIFORNIA CORPORATION

Dated: MAY 10, 2018

By: _____

(Signature of Person executing the Agreement on behalf of
Consultant)

Name: Leif M. Coponen

Title: Vice President

CE #70139

Local Address: 1171 Homestead Road, Suite 255

Santa Clara, CA 95050

Email Address: lcoponen@swsv.com

Telephone: (408) 246-4848

Fax: (408) 246-5624

“CONSULTANT”

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EXHIBIT A

SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS TO BE PROVIDED TO CITY BY CONSULTANT UNDER THIS AGREEMENT.

I. GENERAL

The City of Santa Clara (“City”) intends to engage a professional Design Consultant (“Consultant”) for services described in the Scope of Services outlined below.

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

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

II. BACKGROUND AND PROJECT

In Summer 2017, the City along with a pump repair vendor and Schaaf & Wheeler assessed existing stormwater pumps at the Westside Retention Basin Pump Station and concluded that the existing pumps, motors, and associated piping and wiring are nearing the end of their useful life, and replacement will ensure reliable infrastructure for operations of the pump station in the future. The Westside Retention Basin Stormwater Pump Replacement Project (“Project”) will replace five stormwater pumps, motors, and associated piping and wiring; and the services of Consultant shall include all professional services required to meet the Project objectives.

III. DESCRIPTION OF SERVICES

Basic Services shall include all professional services required to complete the Project. Consultant shall conduct a quality control review prior to submitting any documents to City for review. Quality control review shall be done by a member of the company, but

independent from the design team, who has the experience to conduct quality control review. All deliverables shall be provided to the City in both hard and soft electronic formats.

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

- Consultant: Schaaf & Wheeler, Consulting Civil Engineers
- Sub-consultants to Schaaf & Wheeler, Consulting Civil Engineers:
 1. MTH Engineers, Inc.Electrical Engineer
 2. Biggs Cardosa Associates, Inc.Structural Engineer

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

Consultant shall perform services as described in Section V. BASIC SCOPE OF SERVICES.

IV. RESPONSIBILITIES OF CITY

City will provide the following information regarding the project, as-available and requested by the Consultant:

- Record drawings
- City's Standard Details, Specifications, Benchmark, and Design Criteria
- Storm Drain, Sanitary Sewer, Electric, Water and Recycled Water Block Book Maps
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, City water lines, City electric utilities, and aerial photographic tiles.
- Storm Drain Hydraulic Models used in the preparation of the Storm Drain Master Plan (SDMP)

V. BASIC SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT

Consultant shall:

- 1.1 Manage the design process, which includes, but is not limited to, 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. Activities shall include the following:

- Supervise design development.
 - Coordinate with City, design team members, consultants, and other affected parties as required throughout the duration of the project.
- 1.2 Organize and attend project meetings with 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:
- Kick-off Meeting
 - Project Improvement Scoping Meeting
 - 50% Design Review Meeting
 - 95% Design Review Meeting

Deliverables:

- A. Meeting agendas, preparation materials, and meeting minutes for each project meeting which shall include resolved items, action items, and responsible parties.

TASK 2: PRELIMINARY DESIGN AND DATA COLLECTION

Consultant shall:

- 2.1 Collect and review relevant records, data, maps, reports and other documents including findings from the SDMP regarding pump design capacity. Consultant should identify the anticipated tests and/or inspections and evaluations that will be needed in order to complete the design.
- 2.2 Field review the Westside Retention Basin Pump Station, and provide replacement recommendations for all five existing stormwater pumps and motors, and any other necessary work. Consultant shall obtain complete information including required dimensions and field conditions to accurately initiate design work.
- 2.3 Prepare a hydraulic system curve for the pumping system (one curve for large pumps and one curve for small pumps); to facilitate selection of replacement pumps.
- 2.4 Determine suitability of existing electrical panels, electrical service, and back-up generator to operate new pumps and motors. Determine wiring modifications from Motor Control Center to Pump Motor. Replacement of electrical panels, electrical service, and generator is not included in scope of work.
- 2.5 Determine any relocation of existing electrical conduit and wiring that may be required for removal of existing pumps and motors. Prepare drawings for any relocation.

- 2.6 Determine suitability of existing pump support framework and anchorage to support new pumps and motors. Design new structural components if required. Modification to existing concrete structures is not included in scope of work. However, the contract documents should be clear enough to direct contractor to repair any damaged concrete wall or floor.
- 2.7 Work with pump manufacturers and suppliers to select appropriate pump models for replacement pumps.
- 2.8 Consultant shall recommend the scope of work to carry forward with 50% construction document and present improvements scope recommendations to the City. The City will review the improvements scope with the Consultant and provide comments to be included in the next phase of design.
- 2.9 Consultant shall formalize the findings under this Task as a brief Technical Memorandum for City's review and approval.

Deliverables:

- A. Field Data
- B. Technical Memorandum listing Recommended Improvements

TASK 3: CONSTRUCTION DOCUMENTS

Upon City's approval of the Technical Memorandum in Task 2, Consultant shall perform engineering and design activities to develop construction documents at the level of completion as specified below. The submittal shall be considered as a complete package at a level of completion consistent with industry standards, and subsequent submittals shall provide opportunities to further refine the contract documents.

3.1 50% CONSTRUCTION DOCUMENTS

- 3.1.1 Prepare the 50% Construction Documents consisting of the Plans, Specifications, and Engineer's Cost Estimate.
- 3.1.2 Follow the guidelines of the most current City's Design Criteria, Standard Details, and the City Standard Specifications (Divisions 0 & 1). The Plans shall be prepared on a 24"x36" D-size drawings utilizing the City standard format and drawing reference number.
- 3.1.3 Specifications shall include all Technical Specifications or Special Provisions required to construct the project. City will prepare the "front end documents" contract specifications, i.e. Divisions 0, 1, and 2 specifications of City's boilerplate. However, if the Consultant deemed that certain sections of front end documents need to be updated or that additional contract sections need to be included, Consultant shall coordinate with the

City and provide the recommendation to the City for review and approval. Consultant shall provide all information required for City to complete the boilerplate. Such information includes, but is not limited to:

- Description of work
- Type of Contractor's License required
- Schedule of Bid Prices
- Working days
- Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for previous construction contracts and contract values)
- Recommendations for appropriate Liquidated Damages
- Identification of any changes to the City's boilerplate that are required.

3.1.4 Consultant shall be familiar with City's standard specifications and provide all Technical Specifications or Special Provisions such that they supplement, and do not conflict with, and are not redundant with the standard specifications. Changes to the City's boilerplate or deviations from the standard specifications shall be addressed by incorporating appropriate information into the project Technical Specifications or Special Provisions.

3.1.5 The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of bid using engineering judgement. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate.

3.1.6 The probable construction schedule will be used to establish the construction contract duration (e.g. number of working days) in the project specifications. The construction schedule does not need to be detailed, but it should contain enough information to accurately determine the contract duration.

Deliverables:

A. 50% Design Submittal Package (Plans, Specifications, Engineer's Cost Estimate, and Project construction schedule),

3.2 95% CONSTRUCTION DOCUMENTS

3.2.1 Review City's comments on the 50% Construction Documents and incorporate review comments into the 95% Construction Documents.

3.2.2 Prepare the 95% Construction Documents consisting of the Plans, Specifications, and Engineer's Cost Estimate. The submittal shall include a written response to City comments including a description of how the comments were/were not incorporated into the submittal package. All

redlined drawings shall be returned with Consultant's response on the redlined drawings.

- 3.2.3 Consultant shall prepare a list of potential bidders for the project. Provide the list of potential bidders in Word format and shall include the company's name, email address, contact number, and address of business.

Deliverables:

- A. 95% Plans, Specifications and Engineer's Cost Estimate
- B. Response to 50% Design review comments
- C. List of potential bidders

TASK 4: FINAL BID DOCUMENTS

Consultant shall finalize the Plans, Specifications, Engineer's cost estimate, and construction schedule based on the 95% review comments from City. All outstanding comments from previous submittals shall be incorporated into the Final Bid Documents. All outstanding comments and issues shall be resolved prior to completing the final bid set documents.

- 4.1 Revise 95% Construction Documents per City's review comments.
- 4.2 Finalize Plans, Specifications, and Engineer's Cost Estimate.
- 4.3 Complete and submit bid-ready contract documents. The final submittal shall consist of final Plans and Specifications stamped, signed, and dated by the Consultant responsible for their preparation and ready for City staff approval signatures.

Deliverables:

- A. Stamped, signed, and dated Final Plans for City signatures (two originals stamped and signed). The Final Plans shall be reproducible on AutoCAD.
- B. Stamped, signed, and dated Final Specifications and supporting documents meeting the City requirements for bidding purposes (two originals)
- C. Final Engineer's Cost Estimate
- D. Electronic files of the Final Plans and Specifications, Engineer's Cost Estimate and Project Schedule shall be submitted to City.

TASK 5: BIDDING SUPPORT SERVICES

Consultant shall:

- 5.1 Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders, when requested by City. City to reproduce and distribute Contract Documents, maintain a planholder's list and log of bidders questions and responses.

- 5.2 Attend Pre-Bid Meeting, if required by Project. Consultant shall coordinate with the City to prepare agenda and meeting minutes
- 5.3 Prepare Addenda to Construction Documents, if needed. City is to reproduce and distribute all Addenda.
- 5.4 Assist City in bids evaluation and prepare recommendation letter to award the contract, when requested.

Deliverables:

- A. Written clarifications and response to prospective bidders, if needed.
- B. Addenda to the Bid Documents, if needed. (Assumed two addenda)
- C. Written recommendation for award of contract, if needed.
- D. Conformed Construction Documents, if needed.

TASK 6: CONSTRUCTION ADMINISTRATION

Consultant shall:

- 6.1 Attend Pre-Construction Meeting upon request by City and respond to pre-construction meeting questions.
- 6.2 Review and approve shop drawings and submittals. Assuming two rounds of reviews and comments.
- 6.3 Review Contractor's request for information (RFI's) and furnish additional drawings and/or specifications for supplementing, clarifying, and/or correcting purposes.
- 6.4 Attend meetings and site visits when necessary as determined and requested by City. Meetings and site visits shall be coordinated whenever possible and limited to three visits with the 4th visit being the punch-list walk-thru.
- 6.5 Assist the City with the review of construction, and other activities, as required.
- 6.6 Prepare, review, and recommend approval of design related change orders, as required.

Deliverables:

- A. Shop drawing and submittal comments
- B. RFI responses (Assumed six RFI responses)
- C. Site visit memoranda, as required (Limited to three visits plus punch-list walk-thru)
- D. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders
- E. Change order reviews, as required

TASK 7: RECORD DRAWINGS AND PROJECT CLOSE-OUT

Consultant shall:

- 7.1 Upon request by City, in accordance with Bid Documents, Consultant shall assist City in determining if the Project is ready for the stage of completion requested by the Contractor (Substantial or Final Completion). Attend the Final Walkthrough to provide input to final "punch list" and help determine if the work is ready for City acceptance. Consultant shall provide City with a written recommendation.
- 7.2 At Final Completion of the Project, provide the City with one set of reproducible Record Drawings (24"x36") that reflects the changes to the work during construction based upon marked up prints, drawings, and other data furnished by the Contractor, City, and Consultants. If Consultant adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.
- 7.3 Provide a CD with a complete set of the Record Drawings (24"x36") and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD 2016 or later AutoCAD version, including electronic copies in PDF format. Consultant may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

Deliverables:

- A. Final Punch List input and written recommendations for Substantial and/or Final Completion
- B. Record Drawings (24"x36") on a CD using AutoCAD 2016 or later AutoCAD version, and one set electronic copy in PDF format
- C. CD containing PDF copies of all submittals received during construction phase

VI. WORK NOT INCLUDED IN SCOPE

- Computational analysis of wetwell hydraulics
- Design of pump control modifications, new level sensors, or SCADA modifications
- Rehabilitation of existing pump discharge piping and outfall

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SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS
FOR
THE WESTSIDE RETENTION BASIN STORMWATER PUMP REPLACEMENT
PROJECT**

EXHIBIT B

SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$126,530. There is no Reimbursable Expenses for this Project. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$12,653. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$139,183, subject to budget appropriations.

Billing shall be on a monthly basis proportionate to the services performed for each task completed. Consultant shall, during the term of this Agreement, invoice the City for percentage of work completed under this Agreement. 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.

II. BASIC SERVICES

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

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

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

City of Santa Clara Westside SDPS Pump Replacement Schaaf & Wheeler March 22, 2018		Contract Hours and Rates by Task				MTH Engineers Fee (Electrical Engineer)	Biggs Cardosa Assoc Fee (Structural Engineer)	Subsconsultant Markup (0%)	Contract Total
		Schaaf & Wheeler							
		Project Manager	Associate Engineer	Assistant Engineer	Schaaf & Wheeler Contract Value				
Task		\$230	\$185	\$165					
Task 1	Project Management	32	12	0	\$9,580	\$3,800	\$1,500	\$0	\$14,880
1.1	Project Management / Coordination	24			\$5,520	\$1,000	\$1,500	\$0	\$8,020
1.2	Coordination Meetings (Qty: 4)	8	12		\$4,060	\$2,800		\$0	\$6,860
Task 2	Preliminary Design & Data Collection	4	8	16	\$5,040	\$500	\$0	\$0	\$5,540
2.1	Pump Selection / Coord. w/ Suppliers	4	8	16	\$5,040	\$500		\$0	\$5,540
Task 3	Design Documents	28	72	104	\$36,920	\$17,700	\$13,800	\$0	\$68,420
3.1	Prepare 50% PS&E	16	32	48	\$17,520	\$11,000	\$10,100	\$0	\$38,620
3.2	Prepare 95% PS&E	12	40	56	\$19,400	\$6,700	\$3,700	\$0	\$29,800
Task 4	Bid Documents	4	8	12	\$4,380	\$2,500	\$2,550	\$0	\$9,430
4.1	Prepare Bid Documents	4	8	12	\$4,380	\$2,500	\$2,550	\$0	\$9,430
Task 5	Bid Support	8	12	0	\$4,060	\$0	\$0	\$0	\$4,060
5.1	Respond to RFIs, Pre-Bid Mtg, Review Bids	8	12		\$4,060			\$0	\$4,060
Task 6	Construction Support	22	32	28	\$15,600	\$5,700	\$2,900	\$0	\$24,200
6.1	Respond to RFI, Submittal Review,	12	16	24	\$9,680	\$5,700	\$2,900	\$0	\$18,280
6.2	Site Visits (Qty: 4)	8	16		\$4,800			\$0	\$4,800
6.3	Record Drawings	2		4	\$1,120			\$0	\$1,120
	PROJECT TOTAL	98	144	160	\$75,580	\$30,200	\$20,750	\$0	\$126,530

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed one hundred twenty six thousand five hundred thirty dollars (\$126,530.00).

III. REIMBURSABLE EXPENSES

There are no Reimbursable Expenses for this Project

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 \$12,653 without approval by the City.

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:

Schaaf & Wheeler Rate Schedule:

Consulting Civil Engineer	
<u>Classifications</u>	<u>Rates</u>
Principal Project Manager	\$230
Senior Project Manager	\$220
Senior Engineer	\$205
Associate Engineer	\$185
Assistant Engineer	\$165
Junior Engineer	\$155
Designer	\$145
Technician	\$140
Engineering Trainee	\$110
Construction Manager	\$220
Senior Resident Engineer	\$190
Resident Engineer	\$170
Assistant Resident Engineer	\$155

Litigation Charges

Work done in preparation for litigation and other very high level-of-expertise assignments is charged at \$315 per hour. Court or deposition time as an expert witness is charged at \$420 per hour with a minimum of four hours per day.

Materials and Services

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

MTH Engineers, Inc. 2018 Rate Schedule:

Electrical Engineer	
<u>Classifications</u>	<u>Rates</u>
Principal Engineer	\$180
Supervising Engineer	\$160
Senior Engineer	\$145
Engineer	\$135
Designer	\$125
CAD Drafting	\$120
Clerical/Technical Support	\$70

The above billing rates are based on personnel salaries, overhead mark-up and profit.

Biggs Cardosa Associates, Inc. Rate Schedule:

Structural Engineer	
<u>Classifications</u>	<u>Rates</u>
Principal	\$224-288
Associate	\$200
Engineering Manager	\$172
Project Administrator	\$140
Senior Engineer	\$156
Project Engineer	\$140
Staff Engineer	\$128
Assistant Engineer	\$118
Junior Engineer	\$110
Senior Computer Drafter	\$127
Computer Drafter	\$110

Junior Computer Drafter	\$100
Secretarial Services	\$92
Construction Manager	\$208
Senior Structural Representative	\$182
Structural Representative	\$162
Assistant Structures Representative	\$130
Senior Bridge Inspector	\$162
Sub-consultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots - Prints	\$0.30/sq. ft.
In-House CADD Plots - Plots	\$1.50/sq. ft.
In-House CADD Plots – Mylar Plots	\$3.00/sq. ft.

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EXHIBIT C

INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services

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

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

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

Page 4 of 5

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

1. QUALIFYING INSURERS

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

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EXHIBIT D**

**ETHICAL STANDARDS FOR CONSULTANTS SEEKING TO ENTER INTO
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Consultant¹ does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City consultant or subcontractor; and/or,

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

- e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 - 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Consultant can be imputed to the Consultant when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Consultant, with the Consultant's knowledge, approval or acquiescence, the Consultant's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
- 1. The City determines that Consultant no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 - 2. If City determines that the Consultant fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Consultant's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Consultant becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Consultant.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

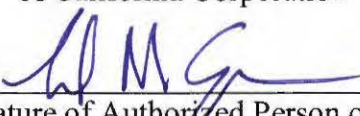
I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Consultant" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Consultant" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS

A California Corporation

By: 
Signature of Authorized Person or Representative

Name: LEIF M CORONEN

Title: VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

ACKNOWLEDGMENT

State of California

County of Santa Clara)

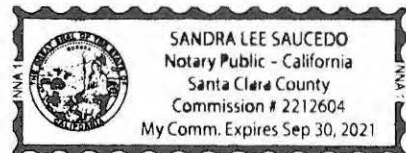
On May 10, 2018 before me, Sandra Lee Saucedo, Notary Public
(insert name and title of the officer)

personally appeared Leif M. Caponen,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sandra Lee Saucedo (Seal)



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EXHIBIT F

MILESTONE SCHEDULE

Notice to Proceed to Preliminary Design	4 weeks
Preliminary Design Review Comments to 50% PS&E Submittal	8 weeks
50% PS&E Review Comments to 95% PS&E Submittal	6 weeks
95% Design Review Comments to Bid Documents	4 weeks