

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
MOTT MACDONALD, LLC
FOR
SANITARY SEWER CONDITION ASSESSMENT REPAIRS**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Mott MacDonald, LLC, a Delaware Limited Liability Company, with its principal place of business located at 2077 Gateway Place, Suite 550, San Jose, California 95110 (“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, experience, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Consultant shall furnish design professional services, (“Services”) as 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. Consultant acknowledges that the execution of this Agreement by City is predicated upon representations made by Consultant in that certain document entitled “RFP for Engineering Design Services for Sanitary Sewer Condition Assessment Repairs” dated

December 21, 2017 (“Proposal”) set forth in Exhibit A, which constitutes the basis for this Agreement.

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 on 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 CARE.

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

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality consistent with the Standard of Care. The City shall also require that the Consultant’s work product be of neat appearance, well organized, that is technically and grammatically correct, and checked. 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 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.

Subject to the Standard of Care, 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. Subject to the Standard of Care, Consultant will perform all Services in a safe manner and in accordance with applicable 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.

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 on the 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, Engineering – Design Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 985-7936

And to Consultant addressed as follows:

Name: Mott MacDonald, LLC
Attention: Chris Metzger
Address: 2077 Gateway Place, Suite 550
San Jose, California 95110

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”

MOTT MACDONALD, LLC
a Delaware Limited Liability Company

Dated: 5/10/2018
By: Chris Metzger
(Signature of Person executing the Agreement on behalf of
Consultant)
Name: Chris Metzger
Title: Sr. Vice President
Local Address: 2077 Gateway place, Suite 550
San Jose, CA 95110
Email Address: Chris.metzger@mottmac.com
Telephone: (408) 870-6039
Fax: (408) 572-8799

“CONSULTANT”

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**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
MOTT MACDONALD, LLC

FOR

SANITARY SEWER CONDITION ASSESSMENT REPAIRS

EXHIBIT A

SCOPE OF SERVICES**

I. GENERAL

The City of Santa Clara (CITY) desires to engage a qualified firm (CONSULTANT) for the services as described in this Scope of Services.

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.

For the purposes of this Scope of Services, CITY anticipates that CONSULTANT will need to prepare two (2) separate and complete construction document packages (plans, specifications, and estimate) based upon the type of repair work involved. CITY anticipates that one (1) package will be prepared for work involving a traditional remove and replace repair method and one (1) package will be prepared for work involving a pipe lining repair method. However, CONSULTANT shall consider other repair methods and other factors through the course of services that may affect the type of repair and final number of construction document packages.

It is important to note that CITY expects CONSULTANT to evaluate the defects and repair alternatives in the Preliminary Engineering and Evaluation Task. The construction document packages listed above represent a baseline solution provided in this Scope of Services as a guideline to develop the Scope of Services and Schedule of Fees for the project.

CITY discourages changes to the Scope of Services and Schedule of Fees after contract execution and expects that this project will be completed within the Scope of Services and Schedule of Fees for the project. However, if deviations from the baseline solution results in the need to prepare other than the assumed two (2) construction document packages, changes to the Scope of Services and Schedule of Fees shall be addressed by CITY and CONSULTANT prior to commencing the Construction Documents Task. Changes to the Scope of Services and Schedule of Fees will be addressed in writing by an Additional

Services Authorization to either add or delete Scope and Fee based upon the findings of the Preliminary Engineering and Evaluation Task.

CONSULTANT shall be expected to provide complete, professional, high-quality services and products; to provide consultation and work with CITY personnel and others who are involved with the work; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

II. BACKGROUND

CITY manages a sanitary sewer condition assessment program in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) guidelines. Under the current program to repair defects identified in the condition assessments, repairs that are not complex and straight forward to repair by a remove and replace spot repair method are generally performed by CITY's in-house personnel, while repairs that are complex due to factors such as traffic control, pipe size, depth, flow, location, or require other repair methods such as pipelining, are contracted as public works construction contracts to be repaired by outside contractors. CITY's current concentration under the repair program is to address defects rated "5" per the PACP guidelines.

Some of the defects identified for repair have a deadline for the repair to be complete. The earliest deadline for completion is August 10, 2019. CONSULTANT shall plan and schedule all Tasks to be completed under this Scope of Services such that the project can be designed, bid, and constructed by the repair deadlines required for each defect.

CITY has identified approximately 70 defects on 37 pipelines that are rated PACP "5" which require contracting with an outside public works contractor. These defects are detailed further under the attached Sanitary Sewer Defect List and Repair Location Map Exhibits. It is necessary to note that the pipeline segments may have other PACP defects and only the PACP "5" defects are listed on the attached Sanitary Sewer Defect List. The full listing of all PACP defects identified on the pipeline segments is also made available to the CONSULTANT to be considered with the proposed repair recommendations.

The following documents have been attached to the Request for Proposal and are incorporated herein by reference:

- Attachment F, Sanitary Sewer Defect List
- Attachment G, Repair Location Map Exhibits

Additional defects and repairs may be considered through the course of the services.

III. DESCRIPTION OF SERVICES

CITY's objective is to engage a qualified firm to provide engineering design services for the repair of defects in CITY's sanitary sewer system that have been identified under CITY's

condition assessment program. The engineering design services involve the review of PACP defects in existing sanitary sewer pipelines, evaluating and making recommendations for various repair methods as appropriate based on the defect involved, providing recommendations for packaging the repairs into various construction contracts based on method of repair in order to complete the repairs as efficiently and cost-effectively as possible, environmental clearance and permitting, and preparing construction documents (plans, specifications, and estimates) for public works construction bidding.

CONSULTANT shall provide the services described herein through a project team, comprised of CONSULTANT and subconsultants as identified as follows:

CONSULTANT: Mott MacDonald, LLC

Subconsultants to Mott MacDonald, LLC:

- | | |
|----------------------------------|------------------------|
| ▪ Exaro Technologies Corporation | Utility Potholing |
| ▪ Redtail Consulting | Environmental Services |

Subconsultants to Redtail Consulting:

- | | |
|-----------------------------|------------------------------|
| ▪ Pacific Biology | Biological Resources |
| ▪ Basin Research Associates | Cultural Resources |
| ▪ Tamura Environmental | Air Quality/Greenhouse Gases |

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 the Basic Scope of Services.

IV. RESPONSIBILITIES OF CITY

CITY will provide the following information regarding the project as-available:

- Existing sanitary sewer flow information for pipelines modeled under CITY's Sanitary Sewer Hydraulic Model as updated in 2016 (as-available, not all pipelines are modeled)
- Record drawings (as-available)
- Information from CITY's condition assessment, including logs of defects and videos of each pipeline assessed. CITY uses Lucy and IT Pipes software and logs and videos will be provided in .xls and .wmv formats respectively.
- CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- Storm Drain (SD), Sanitary Sewer (SS), Electric, Water and Recycled Water Block Book Maps (as-available).
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, City water lines, City electric utilities, and aerial photographic tiles

- Right of Entry Letter template
- Payment of permit application fees, if required

V. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes all professional services required to evaluate existing defects in CITY's sanitary sewer system, prepare construction bid documents for repairs, and provide engineering support during construction.

1. TASK 1: PROJECT MANAGEMENT

CONSULTANT shall:

- 1.1 Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget.
- 1.2 Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- 1.3 Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last construction package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are 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 time extension. The schedule shall be maintained at all times and shall be updated each time progress and milestones are changed.
- 1.4 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
 - Preliminary Engineering and Evaluation Review Meeting
 - 65% Design Review Meeting
 - 95% Design Review Meeting
 - Bid Set Review Meeting
- 1.5 Provide monthly progress reports.
- 1.6 Stakeholder Coordination: It is anticipated that the project will involve work in areas affecting the following stakeholders: Santa Clara Valley Water District (SCVWD), Union Pacific Railroad (UPRR), San Francisco Public Utilities Commission – Hetch Hetchy (SFPUC), Santa Clara County Department of Roads

and Airports (SCC), and private property owners. Note: coordination required as part of permitting from these stakeholders shall be tracked and invoiced under the Permitting Task.

CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the construction documents. This coordination shall include contacting necessary stakeholders as necessary to gain access to repair locations during design to investigate conditions affecting the construction documents.

- 1.7 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. Note: work completed under CONSULTANT's QA/QC program shall be tracked and invoiced under each respective Task requiring QA/QC reviews and not as Project Management.

Deliverables:

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

2. TASK 2: PRELIMINARY ENGINEERING AND EVALUATION

2.1. Data Collection & Field Review

CONSULTANT shall collect as-built record drawing information for the sanitary sewer pipelines, and roads, structures, utilities, and creeks within the vicinity of the repair. CONSULTANT shall review the information provided by CITY to verify completeness and identify any missing information that is necessary for design. For information that is required for non-CITY maintained facilities, CONSULTANT shall contact the appropriate owner to obtain information, as needed.

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 at each repair location. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft copy 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. CONSULTANT shall prepare a utility base map from information received through as-builts, utility maps, and observation of above-ground of any high-risk utilities that has potential affect the work during construction to be used in the project plans.

CONSULTANT shall perform a field review of each repair location and prepare field notes that generally describe conditions that may affect the work, such as existing conditions, visible surface utility information, traffic conditions, physical obstructions, and construction access to the repair. CONSULTANT shall measure the depth to pipe in both the upstream and downstream manholes of each pipeline segment to be repaired to verify depths of pipes to be repaired. CONSULTANT shall evaluate condition of manholes opened to determine if replacement or rehabilitation is necessary. CITY will make staff available to assist CONSULTANT in physically opening manhole covers, if requested.

CONSULTANT shall review existing geotechnical and geologic information, including previous studies and as-built drawings as available, for any potential issues associated with excavation for the repairs. CONSULTANT shall notify CITY if there could be any expected complications with the excavations based upon review of the existing information. Exploratory borings and soil sampling shall not be considered as part of the Basic Scope of Services.

2.2. Base Mapping

CITY will provide geographic information system (GIS) data to CONSULTANT. The GIS data is limited to street centerlines, edge of pavement, land parcels, City storm drains, City water lines, City sanitary sewer lines, City electric utilities, and aerial photographic tiles. It is noted that the GIS data is approximate.

CONSULTANT shall prepare base maps for use in exhibits and contract drawings. Based upon the nature of the repairs, it is anticipated that base maps based upon GIS information is sufficient to adequately present the work in the contract drawings, and base maps prepared from field survey and topographic information will not be required. Field survey and topographic mapping is not anticipated for the project and not included in the Basic Scope of Services.

Base maps shall be prepared in AutoCAD format and these drawings will be used for subsequent design and construction document preparation. Drawings will be prepared on 11" x 17" sized sheets at a legible scale such that they can be used for the future Construction Documents Task. Regardless of the number of sheets and sizes of sheets, all base maps required for the Project shall be considered as included in the Basic Scope of Services. Requests for Additional Services related to the size and number of sheets will not be considered unless there is an increase in the number of project sites.

2.3. Review of Defects

CONSULTANT shall review the PACP defect information provided by CITY. In addition to the Sanitary Sewer Defect List, this review shall include a review of the entire list PACP defects and the complete CCTV inspection video for the pipe segment involved.

2.4. Preliminary Design Memorandum (Repair Recommendations, Cost Estimates, and Construction Project Packaging)

Based upon the review of defects, CONSULTANT shall evaluate alternative methods to repair defects and propose recommendations to CITY for the most appropriate repair method. CONSULTANT shall consider factors such as cost, constructability, flow capacity after repair, flow diversions and bypassing, repair service life, and future operations and maintenance considerations for the repaired pipeline. CONSULTANT shall also consider the cost and benefits of repairing an entire line that would also repair additional PACP defects along the pipeline versus repairing only the PACP 5 spot locations identified on the Sanitary Sewer Defect List. In cases where the preferred method of repair may affect the pipe capacity, CONSULTANT shall verify that the flow capacity of the repaired pipe will not induce any adverse effects.

Based upon the recommended method of repair, CONSULTANT shall evaluate and propose recommendations for programming the repairs into construction bid packages in order to perform the repairs as cost effectively and efficiently as possible.

CONSULTANT shall coordinate the work with the Environmental Clearance and Permitting Task to consider the environmental clearance and permitting implications for the various repair methods at each location such that it may influence the selected repair method and construction bid packaging.

CONSULTANT shall prepare a budget level project cost estimate that includes all project costs including construction costs, soft costs, permitting costs, contingencies, and all other costs involved to complete the project. The purpose of this budget level project estimate will be to ensure adequate funds are available to complete the project.

CONSULTANT shall formalize the findings under this Task as a brief technical memorandum for CITY's review and approval. CONSULTANT shall meet with CITY to review the results of the memorandum and anticipate up to two (2) rounds of CITY comments and revisions to the memorandum provided that the CONSULTANT incorporates the comments and revisions as appropriate for each round of revision.

The technical memorandum shall define the repair approach and construction document packaging for subsequent Tasks.

2.5. OPTIONAL TASK: Utility Potholing (Requires CITY Authorization)

If deemed necessary during review of utility as-built records, or due to the repair method selected, CONSULTANT shall perform vacuum excavation potholing for utility verification. The Schedule of Fees included in Attachment B assumes up to 15 potholes and 5.5 days. However, prior to performing any work under this task, CONSULTANT shall provide a written quotation for the actual number of potholes necessary for the work. Utility potholes will be backfilled with CDF and the pavement will be restored in

accordance with City Standard Detail ST-25. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. It is assumed that the CITY will issue a no-fee encroachment permit.

Deliverables:

1. Notice of Intent to Construct (NOI) forms, tracking log, and information received
2. Base Maps (PDF)
3. Preliminary Design Memorandum (as a single complete PDF)
4. Optional Task: Potholing Data

3. TASK 3: ENVIRONMENTAL CLEARANCE AND PERMITTING

3.1. Preliminary Environmental Review

The purpose of this task is to (1) assess the environmental review and clearance needs for each of the proposed repairs, including CEQA and, if applicable, resource agency permitting; (2) identify which repairs can proceed under a Categorical Exemption; (3) identify which if any repairs would require regulatory permitting, and the applicable permits; (4) determine whether any of the repairs would require CEQA review (IS/MND); and (5) recommend next steps and assist CITY in deciding whether to eliminate any of the proposed repairs from the current project based on anticipated environmental needs and timeline.

CONSULTANT shall:

1. Conduct California Natural Diversity Database (CNDDB) search and obtain USFWS species list for the vicinities of the proposed repair locations. Review NMFS species lists and publically available aerial photography and hydrology data to generally identify habitat types/features near project sites.
2. Conduct reconnaissance-level site visits to repair locations in proximity to jurisdictional waterways (Locations 12, 13, 14, 15, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35). Reconnaissance will focus on biological/jurisdictional habitat– related constraints, including potential for disturbance to special-status species, sensitive habitats, and jurisdictional resources.
3. Conduct preliminary, informal outreach to regulatory agencies (DFW, USFWS, USACE, RWQCB, BCDC) to clarify their current permit requirements for pipeline crossings beneath jurisdictional waterways. Assumed to require up to (6) 0.5-hour phone calls.
4. Contact the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS) and obtain a records search for 500-foot radius around each of the 70 proposed repair locations, in order to screen for the presence of known archaeological resources, conduct supplementary background

review of historic maps, archival documents, and other relevant inhouse materials on file with CONSULTANT. The schedule of fees assumes that CITY will provide location information in ArcGIS shapefile format. Prior to performing the record search, CONSULTANT shall further refine which repair locations may result in ground disturbing activities in order to potentially reduce the locations that require screening for archaeological resources. The Schedule of Fees included in Attachment B assumes that all repair locations will be covered; however, the actual costs shall be reduced accordingly if the number of locations is reduced.

5. Be available to CITY staff during the preliminary design phase to discuss constraints and help identify ways to avoid triggering CEQA review and/or regulatory permitting, if possible. Assumed to require up to (3) in-person meetings anticipated to last up to (2) hours each, with follow-up phone calls.
6. Review the preliminary designs for the proposed repairs to determine CEQA and permit needs for each.
7. Prepare a concise technical memorandum that itemizes CEQA and permit needs for each of the proposed repairs, identifies next steps, and lays out an anticipated timeline for completion of CEQA review and regulatory permitting for repairs that require it. The memorandum will be submitted in draft for CITY review and revised/finalized based on (1) round of CITY review comments.
8. Be available to CITY staff for advising and assistance in deciding which, if any, repairs to remove from the current project based on environmental requirements and time constraints. Assumed to require up to (2) 1-hour in-person meetings, with follow-up phone calls if needed.

Deliverables:

1. Draft Environmental Screening technical memorandum (PDF)
2. Final Environmental Screening (PDF)

3.2. Categorical Exemption

CONSULTANT shall prepare a Notice of Exemption for the qualifying repairs included in the current project based on outcomes of the Preliminary Environmental Review task. The Notice of Exemption will be submitted in draft for CITY review and revised/finalized for submittal based on (1) round of CITY reviews. CONSULTANT shall file the Notice of Exemption on behalf of the CITY. CITY will pay the County/CDFW filing fee.

Deliverables:

1. Draft Notice of Exemption (PDF)
2. Submittal-Ready Notice of Exemption (PDF)

3.3. OPTIONAL TASK: Additional Environmental Documentation (Requires CITY Authorization)

3.3A. OPTIONAL TASK: CEQA Review and Regulatory Permitting, Locations 12 and 35 with Final IS/MND (Requires CITY Authorization)

If authorized in writing by CITY, this task provides for CONSULTANT to complete additional environmental documentation for repairs at Locations 12 and 35, consisting of preparation and circulation of IS/MND (both locations assumed to be analyzed in same IS/MND), submittal of regulatory permit application packages for each location, and completion of agency negotiations to obtain regulatory permits. Regulatory permits are assumed to include California Streambed Alteration Agreement and informal consultation/authorization from CDFW and USFWS. Clean Water Act Section 404/401 assumed not to be necessary. Formal take permitting from CDFW and USFWS also assumed not to be necessary. The Schedule of Fees included in Attachment B assumes that two (2) repair locations will be covered in one (1) IS/MND; however, if it becomes necessary to cover only one (1) repair location in the IS/MND, the actual costs shall be reduced accordingly.

This task comprises the following activities.

- CEQA and Permitting Kick-Off Meeting: CONSULTANT shall meet with CITY to discuss approaches, discuss the CEQA and permitting process and schedule, and obtain CITY guidance (e.g., preferred IS/MND checklist template, etc.).

Deliverables:

1. Draft kick-off meeting agenda (Word and hard copy)
 2. Final kick-off meeting agenda (Word and hard copy)
- CEQA and Permitting Technical Studies:

Biological Resources Evaluation Technical Memorandum. Preparation of the biological resources evaluation technical memorandum will include the following activities.
 - Field visit by qualified biologist to identify, characterize, and map in GIS the habitat types present in and around the project work area, including any sensitive plant communities. Evaluate potential for occurrence of special-status plants and wildlife—including federally and state-listed species and species considered to be of special-status under CEQA—based on analysis of onsite habitats, known home ranges and/or distribution, and other biological characteristics.
 - Documentation. Prepare concise technical memorandum describing the biological resources in and around the project work areas, including plant communities, special-status plant or wildlife species occurring or potentially occurring,

opportunities the sites provide for wildlife movement to surrounding habitat, and sensitive and/or potentially jurisdictional habitats. Memorandum will address all relevant CEQA significance criteria, describe potential project impacts on biological resources, and if necessary, recommend measures to mitigate potential impacts. Memorandum will include supporting GIS-based figures, which will depict (1) the habitat types on and bordering the project sites, and (2) the locations of documented occurrences of special-status plant and wildlife species relative to the project sites. Representative photographs of the project areas will also be included. Memorandum will be prepared in a format suitable for inclusion as an appendix to the IS/MND.

- *Jurisdictional Habitat Delineation.* Prepare jurisdictional habitat delineation identifying areas potentially under the jurisdiction of the USACE, DFW, and RWQCB. The field work for the wetland delineation will be conducted in accordance with the U.S. Army Corps of Engineers' (USACE's) 1987 handbook and the most recently revised guidelines for the Arid West region and/or other appropriate regulatory guidelines. Prepare wetland delineation report that includes a map (created using GIS) showing the locations of the data points and the extent of all wetland and riparian habitats, a discussion of existing conditions (including vegetation, soils, and hydrology), representative photographs of habitat and significant site features, and delineation data forms.
- *Cultural Resources Technical Memorandum.* Records search and literature review will be conducted during the initial screening phase (Preliminary Environmental Review task). Preparation of the cultural resources technical memorandum will include the following activities.
 - If appropriate, pedestrian reconnaissance survey of project work sites by qualified archaeological staff.
 - Native American Heritage Commission (NAHC) Outreach. Contact NAHC for a review of their Sacred Lands File. Conduct letter outreach follow-up with locally knowledgeable Native Americans.
 - Documentation. Prepare concise Cultural Resources Assessment Report documenting results of records search, literature review, and NAHC/local tribes outreach. Report will include a description of the project, summary background context(s), research protocols, results, findings, impacts and proposed CEQA mitigation measures.

Note: The schedule of fees assumes that cultural resources reporting consistent with the CEQA standard will be adequate (Section 106 compliance not needed).

- *Air Quality and Greenhouse Gases (GHG) Screening Analysis.* Prepare quantitative screening-level analysis of criteria pollutant and GHG emissions generated by construction, providing numerical output for comparison with BAAQMD (or other

appropriate) CEQA significance thresholds. Analysis assumed to focus construction period only since operation and maintenance of the repaired facilities is not expected to materially change criteria pollutant or GHG emissions. The schedule of fees assumes that dispersion analysis and federal General Conformity analysis assumed will not be needed.

Deliverables:

1. Draft biological resources technical memorandum (PDF)
 2. Final biological resources technical memorandum (PDF and hard copy, included with administrative draft IS/MND)
 3. Draft Jurisdictional Habitat Delineation (PDF)
 4. Final (verified) Jurisdictional Habitat Delineation (PDF for CITY files)
 5. Draft cultural resources technical memorandum (PDF)
 6. Final cultural resources technical memorandum (PDF and hard copy, included with administrative draft IS/MND)
 7. Draft air quality and GHG screening analysis (PDF)
 8. Final air quality and GHG screening analysis (PDF and hard copy, included with administrative draft IS/MND)
- Preparation and Circulation of IS/MND: CONSULTANT shall prepare and circulate an IS/MND analyzing effects of proposed repairs at Locations 12 and 35, consisting of the following activities and deliverables.
 - Administrative Draft and Screencheck IS/MND. Prepare Administrative Draft Initial Study (IS) consistent with all applicable requirements of CEQA, the CEQA Guidelines, and CITY requirements. Following CITY review of Administrative Draft IS/MND, meet with CITY staff to receive comments and discuss revisions. Revise IS/MND in response to (1) round of CITY comments and prepare Screencheck Draft Initial Study for CITY backcheck/verification prior to IS/MND circulation. Revisions assumed to be moderate, with no new technical analysis needed.
 - IS/MND Circulation and Noticing. Prepare draft Notice of Intent (NOI) for CITY review; revise and finalize based on (1) round of CITY comments. File Notice of Intent (NOI) on CITY's behalf; schedule of fees assumes CITY will mail NOI to identified interested parties. Following CITY review of Screencheck IS/MND, finalize circulation-ready IS/MND based on (1) round of CITY comments. The schedule of fees assumes revisions at this stage will be minor and editorial in nature. Prepare draft Notice of Completion (NOC) for CITY; revise and finalize based on (1) round of CITY comments. Submit IS/MND and NOC to State Clearinghouse on CITY's behalf; submittal in hard copy is assumed. If requested, assist with additional required noticing for IS/MND circulation (e.g., preparation and filing of newspaper notice).
 - Consideration of Comments. Following circulation of Draft IS/MND, review all

comments received and meet with CITY staff to discuss responses. Provide Comments and Responses matrix itemizing comments along with recommended (draft) responses for CITY review. Revise and finalize Comments and Responses matrix based on (1) round of CITY comments; if requested, meet or conference call with staff to discuss revision approaches. Final Comments and Responses matrix will be suitable for inclusion in the City Council MND adoption packet.

- Mitigation Monitoring and Reporting Program. Prepare administrative draft Mitigation Monitoring and Reporting Program (MMRP) consistent with all applicable requirements of CEQA, the CEQA Guidelines, and CITY procedures. MMRP will be prepared in concise matrix format. Revise and finalize based on (1) round of CITY comments.
- Public Meeting Support. Attend and facilitate (1) public meeting during IS/MND circulation to present IS/MND findings and assist CITY staff in responding to public questions and comments. Provide meeting materials, including PowerPoint presentation summarizing highlights of the project and the IS/MND. All meeting materials will be provided in draft for CITY review and revised/finalized based on (1) round of CITY comments.
- Notice of Determination and Filing Fees. Following adoption of MND, prepare draft Notice of Determination (NOD) for CITY review; revise and finalize based on (1) round of CITY comments. File NOD and pay DFW/County filing fees on CITY's behalf. The schedule of fees assumes CITY will issue a check directly payable to the County Clerk, for delivery by CONSULTANT staff.
- Optional—Final IS/MND. If authorized, this optional subtask provides for preparation of a Final IS/MND incorporating revisions based on comments received during IS/MND circulation. Revisions assumed to be minor with no new analysis required. Administrative Final IS/MND will be submitted for CITY review, with revisions in underline/strikeout mode. Revise based on (1) round of CITY comments and provide Screencheck Final IS/MND. Following CITY review of Screencheck, finalize Final IS/MND based on (1) round of CITY comments.

Deliverables:

1. Administrative Draft IS/MND with supporting technical study appendices (PDF and 10 bound hard copies)
2. Screencheck IS/MND with supporting technical study appendices (PDF)
3. Circulation-ready IS/MND with supporting technical study appendices (PDF and 10 bound hard copies for City plus Clearinghouse submittal package containing final NOC and 15 bound hard copies)
4. Draft and final NOI (PDF)
5. Draft and final NOC (PDF)
6. If requested, draft and final newspaper notice (Word)
7. Draft Comments and Responses matrix (Word)

8. Final Comments and responses matrix (PDF)
9. Administrative draft MMRP (PDF and/or Word, hard copies if requested)
10. Final MMRP (PDF and 10 bound hard copies)
11. Draft and final meeting materials (PowerPoint, meeting signage, meeting sign-in sheet, meeting notes) (PDF and hard copy)
12. Draft and final NOD

Optional Deliverables (if Authorized by CITY):

1. Administrative Final IS/MND (PDF and 10 bound hard copies)
 2. Screencheck Final IS/MND (PDF)
 3. Final IS/MND (PDF and 10 bound hard copies)
- DFW and USFWS Liaison
If necessary to ensure a mutual understanding of the project and potential impacts, we will have preliminary conversations with, and/or meet onsite, with CDFW and/or USFWS.
 - California Streambed Alteration Agreement Authorization
CONSULTANT shall prepare and submit Notice of Intent (NOI) on CITY's behalf, and work with agency and City staff to develop and finalize California Streambed Alteration Agreement. Notice of Intent will be provided for CITY review and will be revised based on (1) round of City comments prior to agency submittal. The Schedule of Fees included in Attachment B assumes that both locations will be covered in the same permit package. However, if it becomes necessary to cover only one (1) repair location in the NOI, the actual costs shall be reduced accordingly.

Deliverables:

1. Draft NOI package (PDF)
2. Submittal-ready NOI package (PDF format)
3. Meetings: (2) 1-hour meetings or conference calls with agency staff

3.3B OPTIONAL TASK: CEQA and Regulatory Permitting, Additional Repair Locations Allowance (Requires CITY Authorization)

If authorized by CITY, this task provides for CONSULTANT to complete environmental documentation for repairs at additional locations, based on outcomes of Preliminary Environmental Review task. This task may also be used to provide for additional permitting for Locations 12 and 35 if the need cannot be avoided, such as Clean Water Act Sections 404/401, or other needs as identified. If the Preliminary Environmental Review task identifies the need for additional environmental documentation, review, and/or regulatory permitting, and if the CITY requests it, CONSULTANT shall prepare a detailed scope and fee tailored to the identified need. Activities that may be covered under this task include but are not necessarily limited to the following: jurisdictional habitat delineation, habitat mapping and evaluation, CEQA technical studies (air

quality/greenhouse gas emissions, cultural resources, noise, traffic, etc.), IS/MND, regulatory permit applications, etc.

Deliverables: To be determined based on identified need.

3.4. Permitting

CONSULTANT shall be responsible for obtaining required encroachment and right-of-entry permits necessary to bid and construct the project. CITY will pay permit fees per Section IV., Responsibilities of City, of this Scope of Services. CONSULTANT shall provide each permitting agency with a project description including the appropriate project plans along with the permitting applications and any necessary supporting documentation. CONSULTANT shall submit the permitting package to CITY for signature and CONSULTANT shall submit to the permitting agencies.

CONSULTANT shall respond in writing to all questions and comments raised by the permitting agencies. Copies of comments and/or questions received and draft responses shall be submitted to CITY for approval prior to submittal to the agencies. Final permit requirements shall be incorporated into the project's contract documents.

It is anticipated that the following permits will be required:

- Location 25 – Joint Powers Board (JPB) and UPRR (Crossing Permit or Right-of-Entry Permit)
- Locations 17, 18, 19, 20, 21, 22, and 23 – SCC (Encroachment Permit)
- Locations 12, 15, 25, 35 – SCVWD* (Encroachment Permit)
- Locations 10, 11 – SFPUC Hetch-Hetchy (Consent Letter)

*It is assumed that locations 13, 14 and 27-34 are located outside of the SCVWD jurisdiction and will not require encroachment permits. If deemed necessary during review of utility as-built records and field investigations, a permit may be required by the SCVWD for these locations. For example, if the sewers are determined to be within the zone of influence of the levees, they would be subject to SCVWD review and permitting. In this case, CONSULTANT shall prepare additional SCVWD permits to be incorporated into the project's contract documents. This task shall be considered an Optional Task, and shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work.

It is anticipated that work near SFPUC Hetch-Hetchy will require a "Consent Letter" from the SFPUC – Real Estate Services Division. In order to receive the Consent Letter, the project will require a Project Review Application and attendance at Project Review Committee Meeting. CONSULTANT shall prepare the Project Review Application and attend the Project Review Committee meeting.

For permits that are required to be obtained by CITY's construction contractor after contract award, CONSULTANT shall coordinate and make necessary arrangements with

the permitting agency during design to ensure the project will be permitted when CITY's construction contractor applies for the permit.

Regulatory Agency permits from US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) are not anticipated and shall not be considered as included in the Basic Scope of Services and may be considered under Additional Services if they become required.

Permits shall be submitted at the appropriate time in accordance within the project schedule to ensure permits are issued and final to be incorporated into the construction documents prior to bid.

Deliverables:

1. Permit application packages with all necessary supporting documentation.
2. Final permits.

4. TASK 4: CONSTRUCTION DOCUMENTS (65%, 95%, FINAL BID SET SUBMITTALS)

Upon CITY's approval of the technical memorandum in Task 2 that defines the repair approach and construction document packaging for the project, CONSULTANT shall prepare biddable and constructible construction contract documents to construct the repairs. The subtasks outlined below shall be required for each construction package to be prepared as identified in the technical memorandum. If changes in the Scope of Services under this Task are required due to changes identified under Tasks 2, changes shall be proposed by CONSULTANT and approved in writing by CITY prior to commencement of this Task.

4.1. 65% Construction Documents Package

CONSULTANT shall perform engineering and design activities to develop a 65% level of completion construction documents. The 65% submittal shall be considered as a complete package necessary to bid the project, and subsequent submittals shall provide opportunities to further refine the contract documents.

4.1.1. Construction Documents

The 65% construction documents submittal shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include Plans, Specifications, Engineer's Cost Estimate, and Probable Project Construction Schedule, in accordance with the following:

- The Plans shall be complete and show property lines, existing high-risk utilities, and major construction features. The Plans shall include both a layout view and a

profile view of all the pipelines to be repaired. The depth of the repair shall be indicated.

- CITY's preferred plan format is 8.5" x 11" sized sheets at a legible scale such that they can be bound into a single project manual that includes both plans and specifications as a single document. However, based upon the limits and extents of repairs, CONSULTANT may propose alternative sized plans for CITY's approval.
- If complex traffic handling is required to perform the repairs, CONSULTANT shall include traffic handling plans in the construction documents that are consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and Caltrans guidelines. These traffic handling plans are for work that cannot be completed under a typical temporary traffic control system for lane closure that would normally be submitted per the requirements of the CITY's specifications by the construction contractor.
- Specifications shall include all Technical Specifications or Special Provisions required to construct the project. CITY will prepare the "upfront" contract specifications, i.e. Divisions 0 and 1 specifications of CITY's boilerplate. CONSULTANT shall provide all information required for CITY to complete the boilerplate. This information includes:
 - Description of work
 - Type of Contractor's License required
 - Schedule of Bid Prices
 - Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for previous construction contracts and contract values).
 - Recommendations for appropriate Liquidated Damages
 - Identification of any changes to the CITY's boilerplate that are required
- 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.
- CONSULTANT shall review the sanitary sewer flows from the CITY's sanitary sewer hydraulic model provided by CITY as available in pipelines to be repaired and prepare bypassing and flow diversion specifications for bid, and specify allowable work hours for construction (e.g. night work for high flow pipelines). If flow information is not available, CONSULTANT shall review the sanitary sewer system, influent land uses, and flow tributary areas to determine the magnitude of flow handling needs based on engineering judgement. The

CONSULTANT is not expected to prepare detailed flow calculations for flows in pipelines that are not modeled in CITY's hydraulic model for the purpose of preparing bypassing and flow diversion specifications.

- 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.
- 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.
- CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.

4.1.2. Response to Comments

CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.

CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 65% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 65% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project construction schedule), submitted electronically as PDF
2. Written response to comments.
3. 65% review meeting agenda and meeting minutes.

4.2. 95% Construction Documents Package

CONSULTANT shall perform engineering and design activities to develop a 95% level of completion construction documents that include updated Plans, Specifications,

Engineer's Cost Estimate, Probable Project Construction Schedule, in accordance with the following:

- The 95% submittal package shall incorporate comments received from CITY on the 65% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- CONSULTANT shall submit the 95% plans to affected utility owners for their use and information.

4.2.1. Response to Comments

CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 95% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 95% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule), submitted electronically as PDF.
2. Written response to CITY comments on the 95% design submittal.
3. 95% review meeting agenda and meeting minutes.

4.3. Final Bid Set 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.

The final submittal shall consist of final Plans and Specifications, signed, stamped and dated by CONSULTANT in responsible charge for their preparation. The final submittal shall be ready for CITY staff approval signatures.

CONSULTANT shall review previous projects of agencies near CITY and prepare a list of potential bidders for the project.

Deliverables:

1. Stamped, signed, and dated Final Plans for CITY signature (two original hard copies and electronic files in AutoCAD and PDF formats).
2. Stamped, signed, and dated Final Specifications and supporting documents meeting CITY's requirements for bidding purposes (two original hard copies and electronic files in MS Word and .PDF formats).
3. Final Engineer's cost estimate (two hard copies and electronic files in MS Excel and .PDF formats).
4. Final construction schedule (two hard copies and electronic files in MS Project and .PDF formats).
5. List of potential bidders in MS Excel format and shall include the company's name, email address, contact number, and address of business.

5. TASK 5: BID SUPPORT ASSISTANCE

CONSULTANT shall:

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

Deliverables:

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

6. TASK 6: CONSTRUCTION SUPPORT

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 three rounds of reviews and comments for each submittal.
- 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 (assume 2) and site visits (assume 2) when necessary as determined and requested by CITY. Meetings and site visits shall be coordinated whenever possible.
- 6.5. Assist CITY with the review of construction, and other activities, as requested.
- 6.6. Assist CITY in review of CCTV videos of repairs to determine acceptance of repairs.
- 6.7. Prepare, review, and recommend approval of design related change orders, as requested.

The Schedule of Fees included in Attachment B assumes that construction support will be provided for two (2) construction contracts. The number of submittals, RFI's, meetings and site visits, and change orders is assumed based upon CONSULTANT's understanding of the PROJECT and based on professional experience with prior projects of a similar nature. The assumed numbers listed below are for each construction package.

Deliverables:

1. Shop drawing and submittal comments (up to 30 submittals and 1 round of resubmittals).
2. RFI responses (up to 2).
3. Meetings and site visit memoranda, as required (up to 2 each).
4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.
5. Change orders, as required (up to 2).

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. CONSULTANT shall assist in review of CCTV videos of completed repairs to determine acceptance of repairs.

7.3. At Final Completion of the Project, provide CITY with one set of reproducible Record Drawing that reflects the changes to the work during construction based upon marked up prints, drawings, and other data furnished by the Contractor, CITY, and Consultants. If CONSULTANT adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.

7.4. Provide a complete set of the Record Drawings and all X-ref files “bound,” including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

Deliverables:

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

V. ADDITIONAL SERVICES

CITY anticipates that additional pipeline inspections may occur during the term of this agreement that may identify defects requiring engineering design services for repair. CITY may authorize additional services for CONSULTANT to perform engineering design services consistent with the tasks of this Scope of Services for the additional repairs. Additional defects, such as PACP grades 1 through 4, on the pipelines listed in the Sanitary Sewer Defect List that is incorporated into this Scope of Services that become repaired as part of the work shall be considered as included in the Basic Scope of Services and not as additional services. CONSULTANT shall not proceed with any additional services without written authorization.

VI. ASSUMPTIONS

- CITY will coordinate site access/permission to enter non-City owned properties if necessary.
- CITY will provide CCTV data and collect additional data as necessary.
- Based on the scope of services, it is assumed that up to 60 sheets may be required and include plans and profile, City Standard Details, detail/sections, cover sheet and notes, and traffic control plan sheets. CONSULTANT will prepare necessary design plans to reasonably convey the intent and approved project scope for the purposes of construction.

- CITY will pay fees associated with obtaining permits from those agencies listed in this scope of services.
- It is assumed that this project is considered an update to existing lines and facilities under the linear underground project (LUP) not covered by the NPDES general permit for stormwater discharges associated with construction activity. Therefore, preparation of a stormwater pollution and prevention plan is not included in this scope.

Items Specifically Excluded from this Scope of Services:

- Preparation of permit applications other than those listed in this scope of services.
- Preparation of property acquisition maps, surveying for easements and description for additional rights-of-way acquisitions for implementation of the proposed project.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
MOTT MACDONALD, LLC**

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 \$604,526, plus any authorized Reimbursable Expenses, which shall not exceed \$1,000. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$90,000. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$695,526, subject to budget appropriations.

Billing shall be on a monthly basis based on the services performed for each task. Consultant shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. All invoices shall provide a written description of work performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

II. BASIC SERVICES

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

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant services required by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate budget from Tasks to other Tasks or to or from additional services. The Consultant shall bill time and materials spent on a Task under the appropriate Task and will not be allowed to charge to future or inactive tasks unless approved in writing by City. The Consultant shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the services rendered.

Tasks denoted as Optional Task, as stated in Exhibit A, require pre-approval in writing by CITY prior to performing any services under the task. Payment for any Optional Task is

allowed only if written authorization is given by the City Engineer in advance of the work to be performed.

The total amount of all the Tasks is a not-to-exceed amount. Consultant shall perform its services according to the proposal cost sheet entitled, "Proposal Cost Sheet, City of Santa Clara - Engineering Design Services for Sanitary Sewer Condition Assessment Repairs" dated April 12, 2018 which is attached to this Exhibit B and incorporated by this reference. The following table is a summary of the fee schedule tasks, and figures in the following table include sub-consultant costs and markups, and optional tasks, but exclude reimbursable expenses.

Description		Amount
Task 1	Project Management	\$ 45,440
Task 2	Preliminary Engineering and Evaluation	\$ 118,000
Task 3	Environmental Clearance and Permitting	\$ 160,866
Task 4	Construction Documents	\$ 209,930
Task 5	Bid Support Assistance	\$ 7,430
Task 6	Construction Support	\$ 48,650
Task 7	Record Drawings And Project Close-Out	\$ 14,210
Total		\$ 604,526

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed six hundred four thousand five hundred twenty six dollars (\$604,526), subject to budget appropriations.

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed \$1,000 without prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the Consultant's full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. Reimbursable expenses shall be billed at cost with a maximum allowable markup of 10%. Receipts and invoices detailing the Reimbursable Expenses shall be included with each billing where a Reimbursable Expense is invoiced.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. The following is a sample of items that are included as part of the Basic Services and are not considered Reimbursable Expenses:

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

Reimbursable Cost may include:

- Outside Duplicating Cost for Plans and Reports as specified in Section III, Scope of Work, of Exhibit A
- Presentation Materials
- Delivery Services, when requested by City.
- Courier Services when requested by City.

City may re-allocate remaining budget from reimbursable expenses to additional services. All reimbursable costs, other than those listed above, shall be approved in advance by City.

Any discrepancy between reimbursable expenses listed on the standard rate schedules as referenced in Section V, RATE SCHEDULE of this Exhibit B and the above shall be resolved in favor of the above.

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 price. Monthly billing for Additional Services shall be consistent with the terms 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 \$90,000 without approval by the City.

V. RATE SCHEDULE

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Rates by classification are listed below. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

Standard rate schedules for Consultant (Mott MacDonald, LLC) and its subconsultants (Exaro Technologies Corporation and Redtail Consulting,), and subconsultants to Redtail Consulting (Pacific Biology, Basin Research Associates, Inc., and Tamura Environmental) are attached to this Exhibit B and incorporated into the agreement by this reference. Any discrepancies between the standard rate schedules and the rates listed below shall be resolved in favor of the rates listed below.

Consultant Mott MacDonald, LLC:

Classification	Hourly Rate
Project Director	\$300
Principal Project Manager	\$260
Technical Advisor / QA&QC / Peer Review	\$260
Senior Project Manager	\$190
Traffic Engineer	\$175
Senior Project Engineer	\$145
Engineer IV	\$130
Engineer III	\$120
CAD/GIS Technician	\$115
Administrative Assistant	\$90

Redtail Consulting and Exaro Technologies Corporation are subconsultants to Mott MacDonald. Mott MacDonald will bill subconsultants at actual cost plus a maximum allowable markup of 5%.

Pacific Biology, BASIN, and Tamura Environmental are subconsultants to Redtail Consulting. Redtail Consulting will bill subconsultants at actual cost plus a maximum allowable markup of 7%.

In no case shall the total markup pass through billed to CITY for any services rendered under this agreement exceed 12%.

Sub-consultant Redtail Consulting:

Classification	Hourly Rate
Principal Project Manager	\$118
Senior Technical Staff	\$103
Technical Staff	\$93
Editorial Services	\$77
Desktop Publishing Services	\$77
Web and Graphic Design Services	\$77
Administrative Services	\$70

Sub-consultant Pacific Biology:

Classification	Hourly Rate
All Staff Labor	\$120

Sub-consultant Basin Research Associates:

Classification	Hourly Rate
Principal Investigator	\$135
Research Scientist	\$125
Archaeologist	\$80
Archaeologist Technician	\$70
GIS/Graphics	\$88
Administrative/Clerical	\$68

Sub-consultant Tamura Environmental:

Classification	Hourly Rate
Principal	\$195
Analyst I	\$100
Analyst II	\$80
Analyst III	\$60
Administrative Assistant	\$40

Sub-consultant Exaro Technologies Corporation:

Classification	Hourly Rate
Foreman	\$186.62
Technician	\$179.02
Project Coordinator	\$144.19
Estimator	\$89.26
Administrative Assistant	\$55.49
Arrow Board	\$155/day
Bobcat Loader	\$300/day
Core Drill	\$350/day
Electronic Detection Equipment	\$100/day
Ground Penetrating Radar (GPR) Equipment	\$269/day
Mini Excavator	\$375/day

Tamper Jumping Jack	\$100/day
Dump Truck	\$260/day
Full Size Truck	\$260/day
Pickup Truck	\$100/day
Vacuum Excavation Truck	\$700/day
Super Sucker Hydro Vacuum Truck	\$990/day

Proposal Cost Sheet
City of Santa Clara - Engineering Design Services for Sanitary Sewer Condition Assessment Repairs

4/12/2018

Task No.	Task Description	Mott MacDonald												Exaro	Redfall					Task & Subtask Totals
		Project Director	Principal Project Manager	Technical Advisor / QA/QC / Peer Review	Senior Project Manager	Senior Project Engineer	Engineer IV	Engineer III	Traffic Engineer	CAD/GIS Technician	Admin. Asst.	Total MM Hours	Total MM Reimbursable Labor	Pathology	Environmental	Total Subs-Fee & Direct Costs	Mark-up on Subs: 5%	Total Subs	MM Subtotal	
	Key Staff 2018 Hourly Rates	CM \$300	TS \$260	TG/LT \$260	\$190	JM \$145	\$130	\$120	\$175	\$115	\$90									
TASK 1	PROJECT MANAGEMENT																			
1.1	Project Team and Activity Management	4	20									24	\$ 6,400			\$ -	\$ -	\$ -	\$ 6,400	\$ 6,400
1.2	Project Coordination		40									40	\$ 10,400			\$ -	\$ -	\$ -	\$ 10,400	\$ 10,400
1.3	Prepare, Monitor and Update Progress Schedule		8			8						16	\$ 3,240			\$ -	\$ -	\$ -	\$ 3,240	\$ 3,240
1.4	Organize and Attend Project Meetings (Five (5) mtgs. assumed per City RFP)		20	8		40						68	\$ 13,080			\$ -	\$ -	\$ -	\$ 13,080	\$ 13,080
1.5	Monthly Progress Reports		20									20	\$ 5,200			\$ -	\$ -	\$ -	\$ 5,200	\$ 5,200
1.6	Stakeholder/Permitting Coordination		20		4	8						32	\$ 7,120			\$ -	\$ -	\$ -	\$ 7,120	\$ 7,120
1.7	Conduct QA/QC Reviews (See Task 4 Sub-tasks)																			
	TASK 1 MH Subtotal per Staff	4	128	8	4	56	0	0	0	0	0	200								
	TASK 1 Cost Per Staff	\$ 1,200	\$ 33,280	\$ 2,080	\$ 760	\$ 8,120	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 45,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,440	\$ 45,440
TASK 2	PRELIMINARY ENGINEERING AND EVALUATION																			
2.1	Data Collection & Review																			
2.1.1	Review As-built Records					4	8	16				28	\$ 3,540			\$ -	\$ -	\$ -	\$ 3,540	\$ 3,540
2.1.2	Prepare and Issue NOIs to Utility Operators in Project Area					4	8	8				20	\$ 2,580			\$ -	\$ -	\$ -	\$ 2,580	\$ 2,580
2.1.3	Field Review & Measurements at Each Repair Location			16		72		72				160	\$ 23,240			\$ -	\$ -	\$ -	\$ 23,240	\$ 23,240
2.1.4	Review Existing Geotechnical Information					8	4					12	\$ 1,680			\$ -	\$ -	\$ -	\$ 1,680	\$ 1,680
2.2	Base Mapping (Assumes no field survey and topo mapping per City RFP - See Note 1)					8	100	100				208	\$ 26,160			\$ -	\$ -	\$ -	\$ 26,160	\$ 26,160
2.3	Review of Defects					8	80					88	\$ 11,560			\$ -	\$ -	\$ -	\$ 11,560	\$ 11,560
2.4	Preliminary Design Memorandum																			
2.4.1	Review City Hydraulic Model for Conveyance Capacity Adequacy			2		8	24					34	\$ 4,800			\$ -	\$ -	\$ -	\$ 4,800	\$ 4,800
2.4.2	Evaluate Alternative Repair Methods and Propose Recommendations			2	2	8	24					36	\$ 5,180			\$ -	\$ -	\$ -	\$ 5,180	\$ 5,180
2.4.3	Budget-level Project Cost Estimates				2	8	16					26	\$ 3,620			\$ -	\$ -	\$ -	\$ 3,620	\$ 3,620
2.4.4	Construction Project Packaging Plan		2			4						6	\$ 1,100			\$ -	\$ -	\$ -	\$ 1,100	\$ 1,100
2.4.5	Prepare Technical Memorandum (Based on 2 rounds of comment resolution to finalize first draft)		4	4	4	20	8					40	\$ 6,780			\$ -	\$ -	\$ -	\$ 6,780	\$ 6,780
2.5	OPTIONAL TASK: Utility Potholing (assume 15 in 5.5 days)		1			2	8					11	\$ 1,510	\$ 25,000		\$ 25,000	\$ 1,250	\$ 26,250	\$ 1,510	\$ 27,760
	TASK 2 MH Subtotal Per Staff	0	7	24	8	154	272	204	0	0	0	669								
	TASK 2 Cost Per Staff	\$ -	\$ 1,820	\$ 6,240	\$ 1,520	\$ 22,330	\$ 35,360	\$ 24,480	\$ -	\$ -	\$ -		\$ 91,750	\$ 25,000	\$ -	\$ 25,000	\$ 1,250	\$ 26,250	\$ 91,750	\$ 118,000
TASK 3	ENVIRONMENTAL CLEARANCE AND PERMITTING																			
3.1	Preliminary Environmental Review		1		2							3	\$ 640		\$ 23,321	\$ 23,321	\$ 1,166	\$ 24,487	\$ 640	\$ 25,127
3.2	Categorical Exemption		1		2	2	4					9	\$ 1,450		\$ 2,120	\$ 2,120	\$ 106	\$ 2,226	\$ 1,450	\$ 3,676
3.3	OPTIONAL TASKS: Additional Environmental Documentation																			
3.3.A	OPTIONAL TASK: CEQA Review & Regulatory Permitting, Locations 12 & 35 with Final IS/MND		1			2	8					11	\$ 1,510		\$ 73,374	\$ 73,374	\$ 3,669	\$ 77,043	\$ 1,510	\$ 78,553
3.3.B	OPTIONAL TASK: CEQA and Regulatory Permitting, Additional Repair Locations Allowance		1			2	8					11	\$ 1,510		\$ 20,000	\$ 20,000	\$ 1,000	\$ 21,000	\$ 1,510	\$ 22,510
3.4	Permitting (See Note 2)																			
3.4.1	UPRR Crossing or ROE Permit - Location 25		1		16	16				8	2	43	\$ 6,720			\$ -	\$ -	\$ -	\$ 6,720	\$ 6,720
3.4.2	SCC Encroachment Permit - Locations 17, 18, 19, 20, 21, 22, & 23		1	2	4	16		4		16	2	45	\$ 6,580			\$ -	\$ -	\$ -	\$ 6,580	\$ 6,580
3.4.3	SCVWD Encroachment Permit - Locations 12, 15, 25, & 35		1		4	16				8	2	31	\$ 4,440			\$ -	\$ -	\$ -	\$ 4,440	\$ 4,440
3.4.4	SFPUC Consent Letter & Project Review Committee Meeting Attendance - Locations 10 & 11		4		2	16				4	2	28	\$ 4,380			\$ -	\$ -	\$ -	\$ 4,380	\$ 4,380
3.4.5	OPTIONAL TASK: Additional SCVWD Permitting		2		8	32				16	4	62	\$ 8,880			\$ -	\$ -	\$ -	\$ 8,880	\$ 8,880
	TASK 3 MH Subtotal per Staff	0	13	2	38	102	4	16	4	52	12	243								
	TASK 3 Cost Per Staff	\$ -	\$ 3,380	\$ 520	\$ 7,220	\$ 14,790	\$ 520	\$ 1,920	\$ 700	\$ 5,980	\$ 1,080		\$ 36,110	\$ -	\$ 118,815	\$ 118,815	\$ 5,941	\$ 124,756	\$ 36,110	\$ 160,866
TASK 4	CONSTRUCTION DOCUMENTS (65%, 95%, FINAL BID SET SUBMITTALS)																			
4.1	65% Construction Documents Package																			
4.1.1	Construction Documents																			
4.1.1.a	General, Plan over Profile, Flow Bypassing, & Detail Plans					16	200	200		40		456	\$ 56,920			\$ -	\$ -	\$ -	\$ 56,920	\$ 56,920
4.1.1.b	Traffic Handling Plans			4		8			48	40		100	\$ 15,200			\$ -	\$ -	\$ -	\$ 15,200	\$ 15,200
4.1.1.c	Specifications		4		2	48	60				8	122	\$ 16,900			\$ -	\$ -	\$ -	\$ 16,900	\$ 16,900
4.1.1.d	Sewage Bypass Plans based upon Review of Sanitary Sewer Flows and Hydraulic Model		2			8	20			24		54	\$ 7,040			\$ -	\$ -	\$ -	\$ 7,040	\$ 7,040
4.1.1.e	Cost Estimate		2		2	2	8					14	\$ 2,230			\$ -	\$ -	\$ -	\$ 2,230	\$ 2,230
4.1.1.f	Construction Schedule		2			4						6	\$ 1,100			\$ -	\$ -	\$ -	\$ 1,100	\$ 1,100
4.1.1.g.i	QA/QC of 65% PS&E			20								20	\$ 5,200			\$ -	\$ -	\$ -	\$ 5,200	\$ 5,200
4.1.1.g.ii	Follow up on 65% QA/QC comments					4	50	50	2	16		122	\$ 15,270			\$ -	\$ -	\$ -	\$ 15,270	\$ 15,270
4.1.1.h	Submit 65% Contract Document Package to City & External Stakeholders		4			4	8			4	4	24	\$ 3,480			\$ -	\$ -	\$ -	\$ 3,480	\$ 3,480
4.1.2	Response to Comments		4	4		8						16	\$ 3,240			\$ -	\$ -	\$ -	\$ 3,240	\$ 3,240
	65% Construction Documents - MH Subtotal	0	18	28	4	102	346	250	50	124	12	934								
	65% Construction Documents - Fee Subtotal	\$ -	\$ 4,680	\$ 7,280	\$ 760	\$ 14,790	\$ 44,980	\$ 30,000	\$ 8,750	\$ 14,260	\$ 1,080		\$ 126,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,580	\$ 126,580
4.2	95% Construction Documents Package																			
4.2.0.a	Update Construction Documents		8	4	4	60	100	100	8	40	4	328	\$ 43,940			\$ -	\$ -	\$ -	\$ 43,940	\$ 43,940
4.2.0.b.i	QA/QC of 95% PS&E			16								16	\$ 4,160			\$ -	\$ -	\$ -	\$ 4,160	\$ 4,160
4.2.0.b.ii	Follow up on 95% QA/QC comments					4	32	24	2	16		78	\$ 9,810			\$ -	\$ -	\$ -	\$ 9,810	\$ 9,810
4.2.0.c	Submit 95% Contract Document Package to City & Affected Utility Owners		4			4	8			4	4	24	\$ 3,480			\$ -	\$ -	\$ -	\$ 3,480	\$ 3,480
4.2.1	Response to Comments		4	4		8						16	\$ 3,240			\$ -	\$ -	\$ -	\$ 3,240	\$ 3,240
	95% Construction Documents - MH Subtotal	0	16	24	4	76	140	124	10	60	8	462								
	95% Construction Documents - Fee Subtotal	\$ -	\$ 4,160	\$ 6,240	\$ 760	\$ 11,020	\$ 18,200	\$ 14,880	\$ 1,750	\$ 6,900	\$ 720		\$ 64,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,630	\$ 64,630

NOTES: 1) Fee Proposal assumes no field survey of elevations will be required to implement the selected pipeline rehabilitation/replacement
2) Permit application support and preparation other than those listed in Task 3 are not included in the Fee Proposal.



Cost Estimate: City of Santa Clara Sanitary Sewer Condition Assessment Repair

Sheet 1—Budget Summary*

Task	Cost
BASE SCOPE OF WORK (Sheet 2)	
3.1 Preliminary Environmental Review	23,321
3.2 Categorical Exemption	2,120
<i>Subtotal:</i>	<i>\$25,441</i>
OPTIONAL TASKS (Sheet 3)	
3.3—Additional Environmental Documentation	
3.3A CE A Review and Regulatory Permitting, Locations 12 and 35**	73,374
3.3B CE A Regulatory Permitting Additional Repair Locations Allowance	20,000
<i>Subtotal:</i>	<i>\$93,374</i>
TOTAL:	\$118,815

*Please see attached sheets for itemized budget.

**Assumes optional Final IS/MND included; see attached Sheet 3.

Task	Labor Costs			Subconsultants		Other Direct Costs				
	Staff	Hours	Cost	Firm	Cost	Item	Cost			
3.1—Preliminary Environmental Review										
Site Reconnaissance/Species Database Review	Principal	12	1,416	Academic Biology	1,610	---		0		
		Labor subtotal:	\$1,416		ar -up	113		ar -up	0	
					Subs subtotal:	\$1,723		ODCs subtotal:	\$0	
							u tas	u total	3,139	
Informal Resource Agency Outreach										
Informal Resource Agency Outreach	Principal	5	590	Academic Biology	345	---		0		
		Labor subtotal:	\$590		ar -up	24		ar -up	0	
					Subs subtotal:	\$369		ODCs subtotal:	\$0	
							u tas	u total	959	
Cultural Resources Screening										
Cultural Resources Screening	Principal	2	236	BA	11,628	---		0		
		Labor subtotal:	\$236		ar -up	814		ar -up	0	
					Subs subtotal:	\$12,442		ODCs subtotal:	\$0	
							u tas	u total	12,678	
Preliminary Design Phase Assistance										
Preliminary Design Phase Assistance	Principal	16	1,888	Academic Biology	460	---		0		
		Labor subtotal:	\$1,888		ar -up	32		ar -up	0	
					Subs subtotal:	\$492		ODCs subtotal:	\$0	
							u tas	u total	2,380	
Preliminary Design Review and Preparation of Environmental Screening Tech Memo										
Preliminary Design Review and Preparation of Environmental Screening Tech Memo	Principal	16	1,888	Academic Biology	1,840	---		0		
		Editorial T	4	308		ar -up	129		ar -up	0
		Labor subtotal:	\$2,196		Subs subtotal:	\$1,969		ODCs subtotal:	\$0	
							u tas	u total	4,165	
Task Subtotal:									\$23,321	
3.2—Categorical Exemption										
3.2—Categorical Exemption	Principal	4	472	---		---		0		
		Technical sta	16	1,648		ar -up	0		ar -up	0
		Labor subtotal:	\$2,120		Subs subtotal:	\$0		ODCs subtotal:	\$0	
							Task Subtotal:	\$2,120		
Base Scope TOTAL:									\$25,441	

Cost Estimate: City of Santa Clara Sanitary Sewer Condition Assessment Repairs

Sheet 3—Optional Tasks

Task	Labor Costs			Subconsultants		Other Direct Costs	
	Staff	Hours	Cost	Firm	Cost	Item	Cost
3.3A—CEQA Review and Regulatory Permitting, Locations 12 and 35							
3.3A.1—CEQA/Permitting Kick-Off	Principal	4	472	Academic Biology	460	---	0
		Labor subtotal:	\$472		ar -up 32		ar -up 0
					Subs subtotal:	\$492	ODCs subtotal: \$0
						Task Subtotal:	\$964
3.3A.2—CEQA/Permitting Technical Studies	Principal	8	944	Academic Biology	12,420	---	75
		Labor subtotal:	\$944	BA	7,494		ar -up 4
				Tamura Environmental	9,000		ODCs subtotal: \$79
					ar -up 2,024		
					Subs subtotal:	\$30,938	
						Task Subtotal:	\$31,961
3.3A.3—CEQA Initial Study and Mitigated Negative Declaration							
<i>Administrative Draft and Screencheck IS/MND</i>							
	Principal	12	1,416	Academic Biology	920	eproduction	450
	Technical sta	70	7,210		ar -up 64		ar -up 23
	Editorial T	12	924		Subs subtotal:	\$984	ODCs subtotal: \$473
		Labor subtotal:	\$9,550				
						u tas u total	11,007
<i>IS/MND Circulation and Noticing</i>							
	Principal	12	1,416	---	0	eproduction	1,350
	Technical sta	30	2,790		ar -up 0	hipping	75
	Editorial T	8	616		Subs subtotal:	\$0	ar -up 71
		Labor subtotal:	\$4,822				ODCs subtotal: \$1,496
						u tas u total	6,318
<i>Consideration of Comments</i>							
	Principal	6	708	Academic Biology	460	---	0
	Technical sta	24	2,472		ar -up 32		ar -up 0
	Editorial T	4	308		Subs subtotal:	\$492	ODCs subtotal: \$0
		Labor subtotal:	\$3,488				
						u tas u total	3,980
<i>Mitigation Monitoring and Reporting Program</i>							
	Principal	2	236	---	0	eproduction	100
	Technical sta	16	1,488		ar -up 0		ar -up 5
	Editorial T	2	154		Subs subtotal:	\$0	ODCs subtotal: \$105
		Labor subtotal:	\$1,878				
						u tas u total	1,983

Task	Labor Costs			Subconsultants		Other Direct Costs	
	Staff	Hours	Cost	Firm	Cost	Item	Cost
Public Meeting Support	Principal	12	1,416	---	0	---	0
	Senior Technical Staff	24	2,472	---	0	---	0
	Labor subtotal:		\$3,888	Subs subtotal:		ODCs subtotal:	\$0
						Subtotal	3,888
Notice of Determination and Filing Fees	Principal	2	236	---	0	---	0
	Senior Technical Staff	6	618	---	0	---	0
	Labor subtotal:		\$854	Subs subtotal:		ODCs subtotal:	\$0
						Subtotal	854
Optional Final IS/MND	Principal	10	1,180	---	0	---	0
	Senior Technical Staff	24	2,472	---	0	---	0
	Editorial Staff	8	616	---	0	---	0
	Labor subtotal:		\$4,268	Subs subtotal:		ODCs subtotal:	\$0
					Subtotal	4,268	
Task Subtotal, no Final IS/MND:							\$28,030
Task Subtotal, including Final IS/MND:							\$32,298
3.3A.4—DFW and USFWS Liaison	Principal	6	708	Academic Biology	690	---	0
	Labor subtotal:		\$708	Subs subtotal:		ODCs subtotal:	\$0
						Subtotal	0
						Task Subtotal:	\$1,446
3.3A.4—California Streambed Alteration Agreement Authorization	Principal	6	708	Academic Biology	1,840	---	0
	Technical Staff	40	3,720	---	129	---	0
	Editorial Staff	4	308	---	\$1,969	ODCs subtotal:	\$0
	Labor subtotal:		\$4,736				
					Task Subtotal:	\$6,705	
3.3A TOTAL, no Final IS/MND:							\$69,106
3.3A TOTAL, including Final IS/MND:							\$73,374
3.3B—CEQA/Regulatory Permitting Additional Repair Locations Allowance							\$20,000
Optional Tasks TOTAL, no Final IS/MND:							\$89,106
Optional Tasks TOTAL, including Final IS/MND:							\$93,374



SCHEDULE OF HOURLY RATES



Mott MacDonald Schedule of Hourly Rates*

Classification	Rate/Hour
Project Director	\$300
Principal Project Manager	\$260
Technical Advisor / QA&QC / Peer Review	\$260
Senior Project Manager	\$190
Traffic Engineer	\$175
Senior Project Engineer	\$145
Engineer IV	\$130
Engineer III	\$120
CAD/GIS Technician	\$115
Administrative Assistant	\$90
Expenses	
Materials, External Copying & Printing	Cost + 10%
Delivery/Courier Service	Cost + 10%

*Subconsultants' hourly rates available upon request.



SCHEDULE OF FEES

FULLY LOADED HOURLY CHARGES FOR PERSONNEL

Foreman	\$ 186.62
Technician	\$ 179.02
Project Coordinator	\$ 144.19
Estimator	\$ 89.26
Administrative Assistant	\$ 55.49

OTHER CHARGES

Arrow Board	\$ 155/day
Bobcat Loader	\$ 300/day
Core Drill	\$ 350/day
Electronic Detection Equipment	\$ 100/day
Ground Penetrating Radar (GPR) Equipment	\$ 269/day
Mini Excavator	\$ 375/day
Tamper Jumping Jack	\$ 100/day
Dump Truck	\$ 260/day
Full Size Truck	\$ 260/day
Pickup Truck	\$ 100/day
Vacuum Excavation Truck	\$ 700/day
Super Sucker Hydro Vacuum Truck	\$ 990/day
Mobilization	Project Based
Subsistence	\$ 90/night/person
Direct Project Expenses	Cost plus 15 %

NOTES (Field Services)

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

TERMS AND CONDITIONS

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

2018 – 2019 Standard Schedule of Charges

Staff and Services

Principal Project Manager	\$118/hour
Senior Technical Staff	\$103/hour
Technical Staff.....	\$93/hour
Editorial Services.....	\$77/hour
Desktop Publishing Services	\$77/hour
Web and Graphic Design Services.....	\$77/hour
Administrative Services	\$70/hour

Staff hourly rates escalate at 3% annually.

Subconsultants

All subconsultants billed at cost plus 7% if permitted by contract.

Direct Costs

All direct costs billed at cost plus 5% if permitted by contract .

Mileage

Mileage billed at current standard IRS rate of 0.545/mile.





STANDARD RATES

STAFF LABOR

Pacific Biology conducts all work at the rate of \$120/hour.

REIMBURSABLE EXPENSES

Reimbursable expenses are charged at cost.

MILEAGE

Mileage is charged at the current federal rate (0.545/mile).

FEE EXHIBIT
BASIN RESEARCH ASSOCIATES, INC.
PERSONNEL AND MATERIAL RATES
2018

PERSONNEL^{1, 2}

Principal Investigator, M.A./PhD	\$135.00 hr
Research Scientist, M.A./PhD.	\$125.00 hr

Staff (Non-Exempt)

Archaeologist (M.A.)	\$80.00 hr
Archaeologist Technician (B.A.)	\$70.00 hr
GIS/Graphics	\$88.00 hr
Administrative/Clerical	\$68.00 hr

LOGISTICS

Transportation - \$0.56 per mile (or current IRS reimbursement) for company 2WD compact trucks and company automobiles without field equipment; vehicle charges + applicable mileage, fuel, etc. costs for any rental vehicles. Vehicle use shall be charged at the lesser of miles actually driven or the distance from the San Leandro company office to the jobsite times the current IRS allowable mileage rate. Note: Archaeology Field/Lab Truck (fully equipped with typical field equipment = flat rate of \$120.00 per day.

Per Diem/Lodging - Current GSA/CONUS rates for locale + local taxes/fees.

OTHER DIRECT COSTS (at cost +10% materials fee)

Architectural Historian - \$130 per hour + expenses

Paleontologist - \$120 per hour + expenses

Native American Consultants - rate as negotiated with Native Americans. Est. \$75-95 per hour (4 hour minimum) + expenses.

Archive Fees - as billed by archive. Anticipated minimum fee for California Historical Resources Information System (CHRIS) is \$150.00 per hour (billed in hourly increments; special surcharges apply for telephone searches, rapid response; extra map review, electronic file review, shape files, etc.) plus any labor and reproduction costs of any requested documents and maps. UC Museum of Paleontology fees not less than \$150 per consultation and dependent on extent of records use.

Curation/Museum Fees - as billed by repository accepting collection. Costs can range from \$500 to \$1500 per cubic foot not including preparation costs for curation (e.g., special packing, acid-free containers, etc.).

Other Costs - For example, heavy equipment charges including move-in and fuel surcharges; traffic control; shoring services; reproduction (including in-house copy at 0.10 page for monochrome; color copy in-house \$1.00, plots 0.75 per square foot, photographic (film and processing), expendable field supplies, lab materials; postage/courier fees; special insurance requirements; etc.

SPECIAL SERVICES

Expert Witness Testimony (Principal) - minimum \$1400 partial day/day charge + preparation time at standard billing rates.

Public Meeting Attendance (Principal) - surcharge of 50% on base rate + preparation time at standard billing rates.

TERMS OF PAYMENT

Net 35 Days

NOTES

1. Field time is charged in four-hour increments for Non-Exempt staff. Overtime for non-exempt staff is in accordance with state regulation and will be charged at 1.5/2.0 base rate.
2. Rates after expiration shall be subject to adjustment for new rate period with adjustment based on the CPI Index for the general Bay Area.



RATE SHEET

effective January 1, 2018

Principal	\$195/hour
Analyst I	\$100/hour
Analyst II	\$80/hour
Analyst III	\$60/hour
Administrative Assistant	\$40/hour

All rates include overhead, computer time, routine use of telecommunications and printers, etc. such that invoices typically will reflect just one or more of the labor rates above multiplied by the number of hours spent. Exceptions include (but are not necessarily limited to) projects that include travel and/or hardcopy deliverables (which may include 3rd party printing charges, overnight postage expenses, etc.). All such expenses are charged at cost with no markup; personal auto use is charged at the prevailing Federal standard mileage rate.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
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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 with respect to the acts of the named insured 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.

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. 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 with respect to the acts of the named insured as respects to, and not requiring contribution from, any other insurance which the indemnities may possess,

including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with 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 reduction of the coverage limits required under this agreement 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 by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. 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.

G. EVIDENCE OF COVERAGE

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.

H. EVIDENCE OF COMPLIANCE

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. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [*insert City department name here]

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for 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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**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
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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,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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.

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.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
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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.

MOTT MACDONALD, LLC

a Delaware Limited Liability Company

By: J. Craig Velasco
Signature of Authorized Person or Representative

Name: J. CRAIG VELASQUEZ

Title: SNR. 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.

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

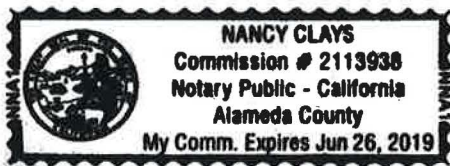
Subscribed and sworn to (or affirmed) before me

on this 7th day of May, 2018.
by _____ Date _____ Month _____ Year _____

(1) Joseph Craig Velasquez(and (2) N/A),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



Signature Nancy Clays
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

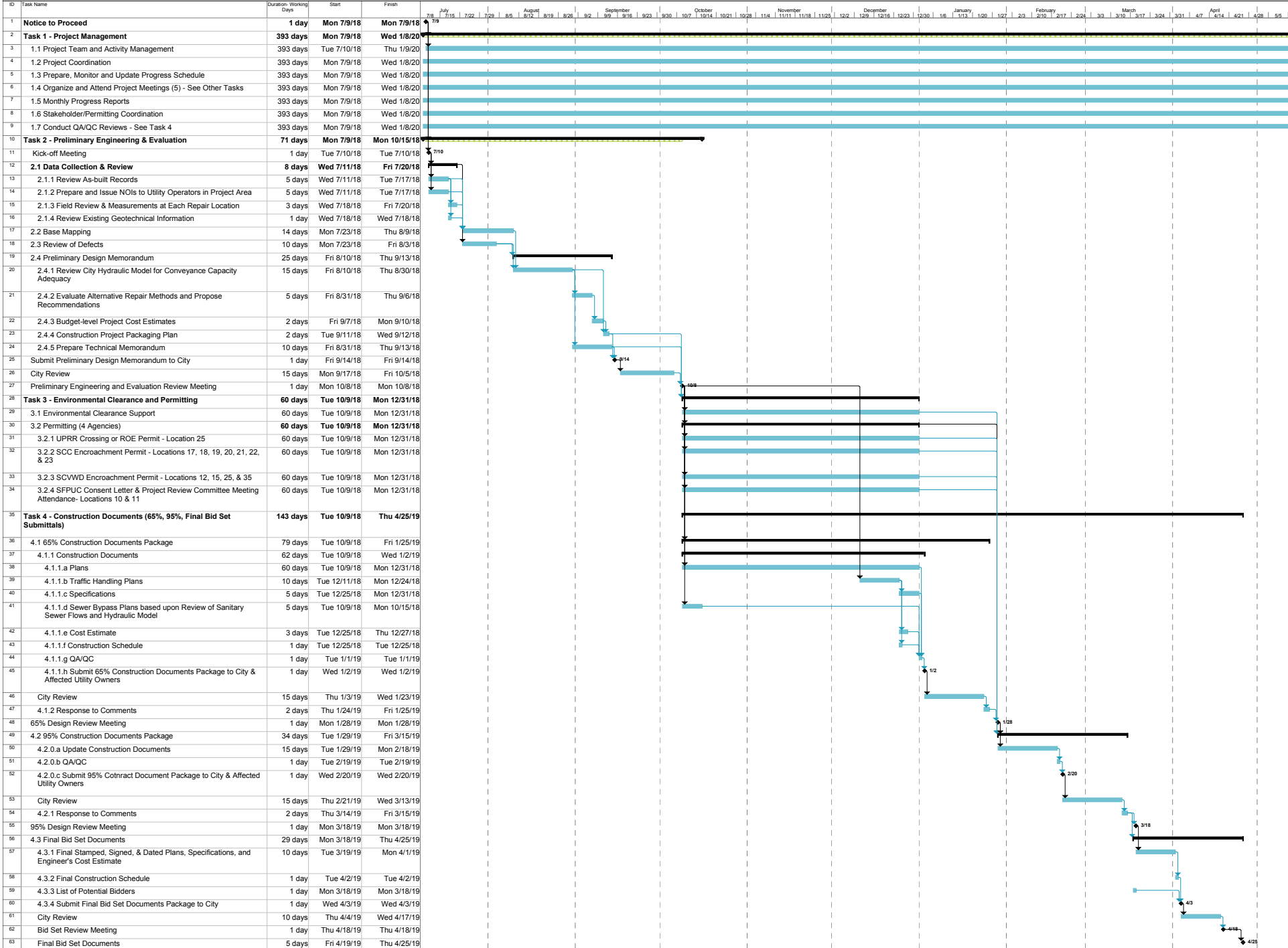
**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
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EXHIBIT F

MILESTONE SCHEDULE

Consultant shall perform its services according to the schedule entitled, “City of Santa Clara, Sanitary Sewer Condition Assessment Repairs, Mott MacDonald, LLC” dated March 30, 2018 which is attached to this Exhibit F and incorporated by this reference, except as mutually agreed by the Parties. In the event the milestone schedule is so modified, Consultant shall prepare a revised milestone schedule to be submitted herein upon approval by the City per Task 1: Project Management of Exhibit A, Scope of Services.

City of Santa Clara
Sanitary Sewer Condition Assessment Repairs
Mott MacDonald, LLC



City of Santa Clara
Sanitary Sewer Condition Assessment Repairs
Mott MacDonald, LLC

