

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MOTT MACDONALD GROUP, INC.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Mott MacDonald Group, Inc., a Delaware corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services" (hereinafter "Services");
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor 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 TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

## Exhibit E - Notice of Exercise of Option to Extend Agreement Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

### **2.1 Initial Term**

The initial term of the Agreement shall be to address the sanitary sewer repair contracts planned to be completed in 2021. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on July 1, 2020 and terminate on July 1, 2022 ("Initial Term").

### **2.2 Options to Extend**

After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms through July 1, 2024 ("Option Periods") to address future planned sanitary sewer repair contracts in 2022 and 2023. City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

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

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

## **4. WARRANTY**

Contractor 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 Contractor. If Contractor fails to promptly correct or replace materials or Services, City may make corrections or replace materials or Services and charge Contractor for the cost incurred by City.

## **5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the experience in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform its Services and duties in conformance to and consistent with the professional standards of a design professional in the same discipline in the State of California ("Standard of Care").

## **6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eight hundred seventy eight thousand one hundred sixty three dollars (\$878,163), for the Initial Term, five hundred sixty thousand dollars (\$560,000) for the first Option Period, and six hundred thousand dollars (\$600,000) for the second Option Period, for a total maximum compensation of the Agreement of two million thirty eight thousand one hundred sixty three dollars (\$2,038,163) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

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

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor 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. Contractor shall not hire subcontractors without express written permission from City.

Contractor 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 Contractor is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

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

## **10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor 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 Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor 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, Contractor shall not be responsible for damages resulting from the use of said material for work other than on the project, including, but not limited to, the release of this material to third parties.

### **13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or Services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor 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. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

### **14. HOLD HARMLESS/INDEMNIFICATION**

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

### **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance coverages as set forth in Exhibit C.

### **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **17. NOTICES**

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

City of Santa Clara  
Attention: Department of Public Works, Engineering – Design Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [engineering@santaclaraca.gov](mailto:engineering@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

Mott MacDonald Group, Inc.  
Attention: Chris Metzger  
2077 Gateway Place, Suite 550  
and by e-mail at [chris.metzger@mottmac.com](mailto:chris.metzger@mottmac.com)

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

## **18. COMPLIANCE WITH LAWS**

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

## **19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor 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. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

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

**21. NO USE OF CITY NAME OR EMBLEM**

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

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

**CONTINUED ON PAGE 8**

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

"CITY"

**MOTT MACDONALD GROUP, INC**  
a Delaware corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Principal Place of  
Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

"CONTRACTOR"



## **EXHIBIT A SCOPE OF SERVICES**

### **I. OBJECTIVE**

The City of Santa Clara ("CITY") desires to engage Mott MacDonald Group, Inc. (hereinafter "CONSULTANT") to provide engineering design services to prepare bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding of sanitary sewer repair construction contracts to support the CITY's sanitary sewer condition assessment and repair program.

The engineering design services involve the review of defects in existing sanitary sewer pipelines that have been identified under the CITY's sanitary sewer condition assessment program, evaluating and making recommendations for various repair methods as appropriate based on the defect involved and condition of pipeline, providing recommendations for packaging the repairs into multiple construction contracts in order to complete the repairs as efficiently and cost-effectively as possible within available budgets, 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 Group, Inc.

Subconsultants to Mott MacDonald Group, Inc.:

- |                                  |                        |
|----------------------------------|------------------------|
| ▪ Redtail Consulting             | Environmental Services |
| ▪ Exaro Technologies Corporation | Utility Potholing      |
| ▪ Alexander & Associates         | Field Survey           |

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

The Initial Term of the agreement shall be to provide engineering design services in support of one or more sanitary sewer repair construction contracts to be constructed in 2021. After the Initial Term, engineering design services to support subsequent sanitary sewer repair construction contracts to be constructed in 2022 and 2023 shall be considered as two (2) additional one-year extension options (Contract Options) after the Initial Term to be exercised at CITY's sole discretion.

### **II. GENERAL**

This Scope of Services is anticipated as necessary to meet CITY's objective. CONSULTANT and CITY agree that this Scope of Services incorporates

CONSULTANT's professional qualifications and experience and will meet the CITY's objectives.

### **Baseline Solution**

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) for repairs to be constructed in 2021. CITY anticipates that one (1) package will be prepared for work involving traditional remove and replace repair methods and one (1) package will be prepared for work involving pipe lining repair methods. However, CONSULTANT shall consider other repair methods and other factors through the course of services that may affect the type of repair proposed and the final number of construction document packages each year.

It is important to note that CITY expects CONSULTANT to perform an initial review for the list of defects provided in the Preliminary Engineering and Evaluation Task and make recommendations for the method or repair and construction contract packaging based on the nature of the repairs and funding available. The List of Repairs and construction document packages listed above represent the 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 add or delete repairs from the project based on construction budgets, or 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.

### **III. BACKGROUND**

The City manages a sanitary sewer condition assessment program in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) guidelines. The City has performed inspection for portions of the sanitary sewer collection system and is continuing to inspect the remainder of the system in phases which will result in the entire collection

system having been inspected by early 2021. Defects discovered through the condition assessment performed to date have been evaluated and prioritized for repair by City Water and Sewer Utilities Department operations and engineering staff. The defects contemplated under this RFP have been determined to need repair by an outside construction contractor, and the CITY's Public Works Department is facilitating implementation of the design and repair of these defects on behalf of the Water and Sewer Utilities Department.

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

- Attachment H, List of Repair Locations
- Attachment I, Map of Repair Locations
- Attachment J, Excerpts from City Sanitary Sewer Block Book with Repair Locations Marked

It is necessary to note that the pipeline segments refereed in the above attachments may have other PACP defects and only the PACP "5" defects are listed. 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.

Additional defects and repairs other than those identified in the above attachments may be considered through the course of the services based upon CITY's needs.

The Attachment H, List of Repair Locations shall be considered as the list to be completed under Initial Term 2021 construction contract(s) as the Baseline Solution. Should this List of Repair Locations exceed the available construction budget(s) for 2021 based upon findings in the Preliminary Engineering and Evaluation Task, then certain repairs may be deferred to subsequent year construction contract(s). Should this List of Repair Locations be less than the available construction budget(s) for 2021, than additional repairs may be added to the 2021 construction contract(s).

Repairs to be completed under the 2022 and 2023 Contract Options will be provided near at the time the Contract Options are considered.

#### **IV. RESPONSIBILITIES OF CITY**

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

- 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 sanitary sewer 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, if required.
- 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, make recommendations for repairs, prepare construction bid documents (plans, specifications, and engineer's estimate) for repairs, and provide engineering support during construction to support the CITY's sanitary sewer condition assessment and repair program.

### **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.
- 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 bid 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 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and

needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY apprised on the PROJECT's progress and address any issues that may arise during the course of Services.

- 1.5 Provide monthly progress reports, typically associated with submittal of an invoice.
- 1.6 Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the 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. Note: coordination required as part of permitting from certain stakeholders shall be tracked and invoiced under the Permitting Task.
- 1.7 Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional services agreement, such as preparing additional services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.
- 1.8 Only the designated Project Manager or approved delegates performing project management duties shall charge time to Task 1 Project Management. CONSULTANT's technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to project management.
- 1.9 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, and shall verify the size of pipe. 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 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.

### **3. TASK 3: PERMITTING (RIGHT-OF-WAY)**

CONSULTANT shall be responsible for obtaining required permits, such as encroachment permits or 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 entity 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.

The following is a list of potential permits that may be required for the project. If additional permits are required or if additional agencies are identified other than those on the list below, they shall be considered included as part of the Basic Scope of Services and not as Additional Services.



- Caltrans (Encroachment Permit) (Repair Item No. 4, 7, 30, 54)
- City of Cupertino (Repair Item No. 2)
- Cupertino Sanitary District (Repair Item No. 2)
- Santa Clara County Department of Roads and Airports (Encroachment Permit) (Repair Item No. 46, 56)
- Peninsula Corridor Joint Powers Board aka Caltrain (Service Agreement and Right of Entry Agreement) (Repair Item No. 56)
- Union Pacific Railroad (Consent Letter) (Repair item No 24, 28, 46, 91, 96, 101 115)
- Valley Transportation Authority (Encroachment Permit) (Repair Item No. 53)

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.

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: ENVIRONMENTAL CLEARANCE AND REGULATORY AGENCY PERMITTING**

##### **4.1. Environmental Review - Exemption**

It is anticipated that all of the sanitary sewer repairs to be designed and constructed will be determined as either categorically exempt under CEQA Guidelines 15301 (Class 1) and/or statutorily exempt under CEQA Guidelines 152829(k).

CONSULTANT shall review the preliminary designs for the proposed repairs to recommend CEQA determination and regulatory permits needed, if any, and prepare a brief memorandum to document and support the recommendation.

Should any services beyond an exception (such as an Initial Study – Mitigated Negative Declaration) become required to ensure the repairs comply with CEQA, such work shall not be considered in the Basic Scope of Services, and may be considered under Additional Services, if they become required.

In accordance with the anticipated exemption, CONSULTANT shall prepare a Notice of Exemption for the qualifying repairs included in the project(s). The Notice of Exemption will be submitted in draft form 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 fees.

Deliverables:

1. Memorandum of CEQA Determination Recommendation
2. Draft Notice of Exemption (PDF)
2. Submittal-Ready Notice of Exemption (PDF)

#### **4.2. Regulatory Agency Permitting**

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

### **5. TASK 5: CONSTRUCTION DOCUMENTS (65%, 95%, 100%, FINAL BID SET SUBMITTALS)**

Upon CITY's approval of the technical memorandum in Task 2, Preliminary Engineering and Evaluation, 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 Task 2, changes shall be proposed by CONSULTANT and approved in writing by CITY prior to commencement of this Task.

#### **5.1. 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.

### **5.1.1. 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 11" x 17" sized sheets at a legible scale. 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.
- Stormwater Provisions: 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.
- 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.

#### **5.1.2. 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.

## **5.2. 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.

### **5.2.1. 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.

**5.3. 100% Construction Documents Package**

CONSULTANT shall finalize the Plans, Specifications, Engineer's cost estimate, and construction schedule based on the 95% review comments from CITY. All outstanding comments and issues from previous submittals shall be incorporated into the 100% construction document package. The 100% Bid Set documents shall be considered as complete with no future revisions planned nor deemed necessary, or "bid ready."

The 100% construction document package shall include final Plans, Specifications, Engineer's Cost Estimate, Probable Project Construction Schedule, in accordance with the following:

- The 100% submittal package shall incorporate comments received from CITY on the 95% 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.
- PEER Review: Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."

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

#### **5.3.1. 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 100% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

#### **Deliverables:**

1. 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule).
2. Written response to CITY comments on the 100% design submittal.
3. 100% review meeting agenda and meeting minutes.

#### **5.4. Final Bid Set Documents**

The submittal shall be considered as a limited submittal to formalize and sign the Final Bid Set documents, and resolution of any minor issues remaining from the 100% Design Submittal package.

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

#### **Deliverables:**

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

5. List of potential bidders in MS Excel format and shall include the company's name, email address, contact number, and address of business.

## **6. TASK 6: BID SUPPORT ASSISTANCE**

CONSULTANT shall:

- 6.1. 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.
- 6.2. Prepare Addenda to Construction Documents, if needed. CITY to reproduce and distribute all addenda.
- 6.3. Assist CITY in evaluating bids and preparation of recommendation letter to award the contract, if needed.
- 6.4. If addenda are issued, prepare a conformed set of documents that incorporated addenda into the documents.
- 6.5. 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.

## **7. TASK 7: CONSTRUCTION SUPPORT**

CONSULTANT shall:

- 7.1. Attend Pre-Construction Meeting upon request by CITY and respond to pre-construction meeting questions.
- 7.2. Review and approve shop drawings and submittals. Assuming three rounds of reviews and comments for each submittal.
- 7.3. Review Contractor's request for information (RFI's) and furnish additional drawings and/or specifications for supplementing, clarifying, and/or correcting purposes.
- 7.4. 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.
- 7.5. Assist CITY with the review of construction, and other activities, as requested.
- 7.6. Assist CITY in review of CCTV videos of repairs to determine acceptance of repairs.
- 7.7. Prepare, review, and recommend approval of design related change orders, as requested.



The Schedule of Fees 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).

**8. TASK 8: RECORD DRAWINGS AND PROJECT CLOSE-OUT**

CONSULTANT shall:

- 8.1. 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.
- 8.2. CONSULTANT shall assist in review of CCTV videos of completed repairs to determine acceptance of repairs.
- 8.3. 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.
- 8.4. 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.

## **9. TASK 9: OPTIONAL TASKS**

If deemed necessary during the course of services, this Task provides for CONSULTANT to perform Optional Tasks as part of the Basic Scope of Services. Optional Tasks shall be authorized in writing prior to performing work, and shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. Fees for Optional Tasks shall be considered as part of the Fees for Basic Scope of Services.

### **9.1. 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 is a budget allowance. 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. Potholing Data

### **9.2. OPTIONAL TASK: Environmental Review (Requires CITY Authorization)**

#### **9.2.a Categorical Exemption Screening and Recommendations Memorandum**

CONSULTANT shall review the preliminary designs for the proposed repairs and conduct a due diligence CEQA needs evaluation to determine whether Item Nos. 2, 28, 30, 46, 53, 56, 96, and 115 qualify for Class 1 categorical exemption. This will screen for projects, if any, that would (1) be located on site(s) listed for hazardous materials contamination, and/or (2) have potential to result in a significant environmental impact due to "unusual circumstances". If authorized, this screening will also include assessment of these projects' potential to result in a substantial adverse change in the significance of a historical resource.

Based on the screening evaluation, CONSULTANT shall prepare a concise memorandum that details the methodology and results in the evaluation and presents substantiated recommendations for CEQA. Memorandum will be delivered in administrative draft for CITY review and will be revised and finalized based on (1) round of CITY review comments. *Note: if this task is authorized, and assuming the timing permits, this memorandum will be combined with the Basic Scope of Services screening memorandum.*

**Deliverables:**

1. Expanded Memorandum: CEQA Screening and Recommendations (Administrative Draft and Final, PDF)

**9.2.b Initial Study and Mitigated Negative Declaration**

CONSULTANT shall prepare and circulate an IS/MND analyzing effects of proposed repairs at Item Nos. 2, 28, 30, 46, 53, 56, 96, and 115, consisting of the following activities and deliverables.

- CEQA Technical Studies. Prepare the following technical studies:
  - Air Quality and Greenhouse Gas Emissions.
  - Biological Resources.
  - Cultural Resources.

All reports will be prepared to meet applicable CEQA standards and City *requirements*; federal (National Historic Preservation Act Section 106)–level cultural resources study is assumed not to be necessary. Budget assumes that pollutant dispersion modeling and health risk assessment will not be needed; schedule assumes that construction information can be obtained quickly. Technical reports will be delivered as appendices to the Administrative Draft IS/MND unless prior review is requested by CITY.

- *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. 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 PowerPoint presentation summarizing highlights of the project and the IS/MND. PowerPoint 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 and final Comments and Responses matrix (Word and PDF respectively)
8. Administrative draft and final MMRP (PDF, 10 bound hard copies if requested)
9. Final MMRP (PDF and 10 bound hard copies)
10. Draft and final meeting materials (PowerPoint, meeting signage, meeting sign-in sheet, meeting notes) (PDF and hard copy)
11. Draft and final NOD
12. Optional – Final IS/MND (PDF and 10 bound hard copies)

**9.3. OPTIONAL TASK: Surveying (Requires CITY Authorization)**

If deemed necessary during review of utility as-built records, or due to the repair method selected, CONSULTANT shall perform field surveying for utility verification and data. The Schedule of Fees included in Attachment B is a budget allowance. Prior to performing any work under this task, CONSULTANT shall provide a written quotation for the actual number of days necessary for surveying. 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.

**9.4. OPTIONAL TASK: Geotechnical Investigations (Requires CITY Authorization)**

If deemed necessary during review of utility as-built records, or due to the repair method selected, CONSULTANT shall perform geotechnical investigations for soil conditions. The Schedule of Fees included in Attachment B is a budget allowance. Prior to performing any work under this task, CONSULTANT shall provide a written quotation for the actual number of days necessary for geotechnical investigations. 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.

## **VI. ADDITIONAL SERVICES**

CITY reserves the right to add, delete, or modify the list of defects to be repaired throughout the course of services based upon CITY's needs that may alter the Baseline Solution described under this Scope of Services. CITY may authorize additional services for CONSULTANT to perform engineering design services consistent with the tasks of this Scope of Services for 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.

## **VII. CONTRACT OPTIONS: SUBSEQUENT PROJECTS FOR YEAR 2021 & 2022**

The Initial Term of the agreement shall be to provide design professional services for CITY's 2021 sanitary sewer repair construction contract(s).

CITY may request services from CONSULTANT beyond the 2021 sanitary sewer repair construction contract(s) to provide services for future sanitary sewer repair construction contract(s) in years 2022 and 2023 as Contract Options. Should the CITY request such services, it is anticipated that the Scope of Services will be consistent with the Tasks of this Scope of Services. Authorization for the Contract Options will be addressed in writing if the options are exercised prior to performing any work.

The fee allocated for each Contract Option shown on the Schedule of Fees is a maximum compensation as set by CITY. Prior to authorizing each Contract Option, CITY will provide a new List of Repairs and negotiate a fair and reasonable fee to provide professional services for the repairs with CONSULTANT. The further allocations of fees to individual tasks shall be mutually agreed by CITY and CONSULTANT in writing before proceeded with work under each Contract Option.

Budgets for the annual sanitary sewer repair projects are subject to budget appropriations by the City Council, but are anticipated to be as follows:

- 2021 Repairs: \$5,500,000 (Initial Term)
- 2022 Repairs: \$2,710,000 (Contract Option)
- 2023 Repairs: \$2,830,000 (Contract Option)

CONSULTANT's fees for the Initial Term is based upon these assumed budgets, the List of Repair Locations incorporated by reference as Attachment H, and the Baseline Solution detailed elsewhere in this Scope of Services.

## **VIII. 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 58 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.

## **EXHIBIT B**

### **SCHEDULE OF FEES**

#### **I. GENERAL PAYMENT**

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.

##### Initial Term (2021 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the Initial Term (2021 Projects) shall not exceed \$798,330. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$79,833. In no event shall the amount billed to City by Consultant for Services under the Initial Term of this Agreement exceed \$878,163, subject to budget appropriations.

##### First Extension Option Period (2022 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the first Option Period (2022 Projects) shall not exceed \$509,091. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$50,909. In no event shall the amount billed to City by Consultant for Services under the first Option Period of this Agreement exceed \$560,000, subject to budget appropriations.

##### Second Extension Option Period (2023 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the second Option Period (2023 Projects) shall not exceed \$545,455. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$54,545. In no event shall the amount billed to City by Consultant for Services under the second Option Period of this Agreement exceed \$600,000, subject to budget appropriations.

#### **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 Tasks, 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 in advance of the work to be performed. Fees for Optional Tasks shall be considered as Basic Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all subconsultant costs, reimbursable expenses, and administrative markups. The following table is a summary of the Tasks based upon the Proposal submitted by Mott MacDonald Group, Inc. on January 17, 2020 and agreed by CITY and CONSULTANT, attached to this Exhibit B and incorporated herein by reference.

CONSULTANT shall invoice time and expenses according to the subtasks identified in the Proposal. The time and expenses billed for subtasks may vary above or below the fees identified on the Estimated Project Cost provided that the total billed for all subtasks billed under a Task remains within the Fee established for the Task. Upon mutual agreement between CITY and CONSULTANT in writing, subtasks may be combined as needed to facilitate CONSULTANT's invoicing.

| <b>Description</b>    |  | <b>Amount</b>     |
|-----------------------|--|-------------------|
| Task 1                | Project Management                                       | \$ 48,235         |
| Task 2                | Preliminary Engineering and Evaluation                   | \$ 116,500        |
| Task 3                | Permitting   | \$ 36,330         |
| Task 4                | Environmental Clearance and Regulatory Agency Permitting | \$ 6,953          |
| Task 5                | Construction Documents                                   | \$ 306,550        |
| Task 6                | Bid Support Assistance                                   | \$ 7,175          |
| Task 7                | Construction Support                                     | \$ 50,310         |
| Task 8                | Record Drawings and Project Close-Out                    | \$ 17,140         |
| Reimbursable Expenses |  | \$ 10,600         |
| <b>Subtotal</b>       |  | <b>\$ 599,793</b> |
| Task 9                | Optional Tasks   | \$ 198,537        |
| <b>Total</b>          |  | <b>\$ 798,330</b> |

In no event shall the amount billed to City by Consultant for Basic Services under The Initial Term this Agreement exceed seven hundred ninety eight thousand three hundred thirty dollars (\$798,330), subject to budget appropriations.

| <b>Description</b>  | <b>Amount</b> |
|---|---------------|
| First Extension Option Period<br>(2022 Sanitary Sewer Repair Projects)  | \$ 509,091    |
| Second Extension Option Period<br>(2023 Sanitary Sewer Repair Projects) | \$ 545,455    |

In no event shall the amount billed to City by Consultant for Basic Services under the first Option Period (2022 projects) of this Agreement exceed five hundred nine thousand ninety one dollars (\$509,091), subject to budget appropriations.

In no event shall the amount billed to City by Consultant for Basic Services under the second Option Period (2023 projects) of this Agreement exceed five hundred forty five thousand four hundred fifty five dollars (\$545,455), subject to budget appropriations.

### **III. REIMBURSABLE EXPENSES**

Reimbursable Expenses shall not exceed ten thousand six hundred dollars (\$10,600) 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 plus a maximum 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.

#### **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.

#### **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.

Rates may be adjusted once in writing at the beginning of each Option Period. The adjusted rate shall be no more than the percentage difference between the Consumer Price Index (CPI) of January 2020 and the CPI as may be available nearest to and in advance of the month in which the Contract Option is exercised, and shall be capped at a maximum of 3% for each adjustment. The CPI shall be defined as the San Francisco-Oakland-Hayward urban wage earners and clerical workers (W). Rates changed by calculation shall be rounded to the nearest whole dollar.

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Consultant Mott MacDonald Group, Inc.:

| <b>Classification</b>                   | <b>Hourly Rate</b> |
|---|--------------------|
| Project Director                        | \$320              |
| Principal Project Manager               | \$275              |
| Geotechnical Project Manager            | \$235              |
| Senior Project Manager                  | \$220              |
| Traffic Engineer                        | \$200              |
| Technical Advisor / QA&QC / Peer Review | \$180              |
| Geotechnical Project Engineer           | \$170              |
| Senior Project Engineer                 | \$155              |
| Engineer IV                             | \$140              |
| Engineer III                            | \$130              |
| CAD/GIS Technician                      | \$125              |
| Administrative Assistant                | \$95               |

Mott MacDonald will bill subconsultants at actual cost plus a maximum allowable markup of 5%.

Sub-consultant Redtail Consulting:

| <b>Classification</b>  | <b>Hourly Rate</b> |
|--|--------------------|
| Principal Project Manager  | \$126              |
| Qualified Paleontologist (Society of Vertebrate Paleontology/ Caltrans Standard) | \$126              |
| Senior Technical Staff   | \$109              |
| Technical Staff  | \$99               |
| Paleontological Monitor  | \$81               |
| Editorial Services   | \$81               |
| Desktop Publishing Services  | \$81               |
| Web and Graphic Design Services  | \$81               |
| Administrative Services  | \$74               |

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%.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance coverage from insurance companies authorized to do business in the State of California. These policies shall be primary insurance 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 Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:  
  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance with respect to the acts of the named insured as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-

insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or 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

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to

City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### G. EVIDENCE OF COVERAGE

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

#### H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.

City of Santa Clara Department of Public Works, Engineering – Design  
Division

P.O. Box 100085 – S2

Duluth, GA 30096

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

#### I. QUALIFYING INSURERS

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



## **EXHIBIT D LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements. If applicable to the Services, Contractor or its subcontractor(s), as applicable, shall comply with the following requirements.

### **A. Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation

requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of

such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**EXHIBIT E**  
**NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT FORM**

|                         |  |
|-------------------------|--|
| <b>AGREEMENT TITLE:</b> | Agreement for Design Professional Services Between the City of Santa Clara, California, and Mott MacDonald Group, Inc. |
| <b>CONTRACTOR:</b>      | Mott MacDonald Group, Inc.=  |
| <b>DATE:</b>            |  |

*(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)*

Pursuant to Section 2.2 of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

|                   |  |
|-------------------|--|
| <b>OPTION NO.</b> |  |
|-------------------|--|

**NEW OPTION TERM**

|             |  |
|-------------|--|
| Begin date: |  |
| End date:   |  |

☐ **CHANGES IN RATE OF COMPENSATION**

|  |  |
|--|--|
| Percentage change in CPI upon which adjustment is based: |  |
|--|--|

|  |  |
|--|--|
| <b>MAXIMUM COMPENSATION for New Option Term:</b> |  |
|--|--|

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's Services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

|  |
|--|
| <b>CITY OF SANTA CLARA</b><br>a municipal corporation<br><br>By _____<br>Name:<br>Title: City Manager<br>Date: |
|--|