

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MOTT MACDONALD GROUP, INC.  
FOR  
LAFAYETTE ST. UNDERPASS AT SUBWAY PUMP STATION**

**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, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. 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. Consultant represents that it, and its subconsultants, 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 Consultant 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 – Milestone Schedule

Exhibit F - Project Management Document Software

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**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the December 7, 2020 and terminate on at the completion of work described in Exhibit A – Scope of Services.

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

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

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

## **4. WARRANTY**

Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or Services, City may make corrections or replace materials or Services and charge Consultant for the cost incurred by City.

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

Consultant 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 Consultant's representations regarding its skills and knowledge. Consultant 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")

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

## **6. COMPENSATION AND PAYMENT**

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is two hundred twenty-seven thousand five hundred twenty-four (\$227,524) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

## **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 Consultant.
- B. Termination for Default. If Consultant 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 Consultant.
- 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, Consultant will deliver to City all City information or material that Consultant has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant 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 CONSULTANT**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent consultants and do not act as agent(s) or employee(s) of City. Consultant 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 Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

**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 Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than on the Project, including, but not limited to, the release of this material to third parties.

**13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or Services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this

Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall 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.

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

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

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and 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 Consultant, its employees, subconsultants, 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, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance coverages as set forth in Exhibit C.

#### **16. WAIVER**

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

MOTT MACDONALD GROUP, INC.  
2077 Gateway Place, Suite 550  
San Jose, CA 95110  
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**

Consultant 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, Consultant'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 Consultant has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**19. CONFLICTS OF INTEREST**

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

**20. FAIR EMPLOYMENT**

Consultant 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**

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

**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.

## 26. STATEMENT OF ECONOMIC INTERESTS

Due to the nature of the Services to be performed, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the Agreement in accordance with California Government Code section 87200, et seq.

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: October 29, 2020  
By (Signature): Chris Metzger  
Name: CHRIS METZGER  
Title: SR. VICE PRESIDENT  
Principal Place of Business Address: 2077 Gateway Place, Suite 550  
San Jose, CA 95110  
Email Address: Chris.metzger@mottmac.com  
Telephone: (408) 572-8800  
Fax: (408) 572-8799  
"CONSULTANT"

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
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**EXHIBIT A  
SCOPE OF SERVICES**

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

**I. GENERAL**

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

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

**II. BACKGROUND AND PROJECT**

The Lafayette St. underpass at the railroad tracks south of Reed Street was constructed in 1936 to provide continuous pedestrian, vehicular, and Caltrain mobility on and above Lafayette Street. The Lafayette Subway Storm Drain Pump Station (SWPS) was also constructed along with the underpass to collect and pump stormwater runoff from the railway underpass, nearby residential homes and small businesses. Over the last 10 years, the City has experienced constant ponding of water on the roadway surface at the Lafayette Street underpass. The City has investigated this issue and determined that there is no simple maintenance solution, so it is necessary to hire a design professional to further investigate the problem and provide options for a solution.

The goal of the Lafayette St. Underpass at Subway Pump Station (Project) is to assess, evaluate and recommend improvements for the constant ponding of groundwater through investigating the existing roadway, drainage systems, and the SWPS. The consultant will conduct the necessary field investigations and analysis in order to prepare reports that assess this infrastructure. This includes recommending improvements to address the constant ponding of water on the

roadway and improvements to the SWPS. The reports will be used as the basis for the next phases of the project which include design and construction.

For the SWPS, the consultant shall provide additional recommendations beyond the replacement in kind to enhance routine maintenance and operation of the pump station. Additional recommendations may include, but are not limited to the following:

- Improve access to the pump station
- Advanced pump station controls
- Structural modifications to wetwell
- Pump alternatives that provide best availability for maintenance and replacement
- Electrical modifications
- Redundancy in case of power failure

For the ponding of water at the Lafayette St. underpass at the SWPS and the UPRR overcrossing, the consultant's assessments may include, but are not limited to the following:

- Geotechnical boring and testing
- Structural analysis and assessment
- Reviewing CCTV videos of existing storm drain pipes (provided by the City to the consultant)
- Coordination with the Water District to gather information about the subsurface aquifer.
- Pothole of existing utilities to confirm existing conditions or conflict.

### **III. DESCRIPTION OF SERVICES**

The assessment shall consider the Department of Transportation Standard Specifications and Details, City Standard Plans and Specifications, ADA Design Guidelines, latest building codes, and other applicable codes and standards recommended by the Consultant. It is the responsibility of the consultant to independently provide improvement recommendations to meet the goals for this PROJECT.

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

1. Consultant: MOTT MACDONALD GROUP, INC.
2. Sub-consultants to MOTT MACDONALD GROUP, INC.:
  - A. J Calton Engineering .....(Electrical and Instrumental Design)
  - B. Redtail Consulting .....(Environmental and CEQA)
  - C. Alexander & Associates .....(Surveying)

- D. Exaro .....(Potholing)
- E. Inspection Services, Inc. ....(Material Testing)
- F. Pitcher Services, LLC .....(Exploratory Borehole Drilling)

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

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

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

- Record drawings (as-available)
- CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, 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, and aerial photographic tiles
- Payment of permit application fees with other internal departments, if required.
- Filing exemption under the California Environmental Quality Act, if applicable.

Besides the above, the City will work closely with the consultant to provide any other data or records, as available and necessary for the work involved.

#### **V. BASIC SCOPE OF SERVICES**

##### **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. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.
- 1.2 Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:
  - 1.2.1 Kick-off Meeting
  - 1.2.2 Basis of Design Report Meeting

- 1.3** Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- 1.4** Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.
- 1.5** 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.
- 1.6** Provide monthly progress reports.
- 1.7** 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 final submittal documents.
- 1.8** Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.
- 1.9** 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.

- 1.10** 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.

**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 (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).

**2. TASK 2: BASIS OF DESIGN REPORT**

**2.1 65% Basis of Design Report**

**2.1.1** CONSULTANT shall collect and review relevant reports, records, data, maps and other documents relevant to defining the limits and scope of design for the project. Consultant should identify the anticipated tests and/or inspections and evaluations that will be needed in order to complete the design and should include such work as Services to be provided under the consultant's scope of work. Consultant shall also take the lead on confirming the location and alignment of existing underground utilities with the appropriate utility companies and provide an allowance within their proposal for coordinating any relocation of utilities should it become necessary.

**2.1.2** Detailed field review of the Pump Station, through coordination with the City, and assess and provide rehabilitation and improvement recommendations for all pumps and motors, electrical equipment, inlet pipes, sump structure, junction structure, slide gate structure, trash racks and miscellaneous metals, building and roof structures, and any other structures to operate the pump station. Consultant's representatives shall be certified and equipped with appropriate harnesses and protections for confined space entry prior to entering manholes, structures, wet wells, and any other confined areas.

**2.1.2.1** Pumping Operation Measurements (Set Point Verification and Timed Drawdown Test)

**2.1.2.2** Piping and Valving Visual Observations

**2.1.2.3** Site Access and Security Observations

**2.1.2.4** Structural Observations (Wet Well and Superstructure)

**2.1.2.5** Electrical and Instrumentation/Control Observations

**2.1.3** Detailed field review of the Lafayette St. underpass, which may include but are not limited to the following:

**2.1.3.1** Topographic survey

- 2.1.3.2** Site walk and field measurement
- 2.1.3.3** Monitoring equipment for wet well pump cycle monitoring
- 2.1.3.4** Geotechnical boring and testing with installation of groundwater monitoring equipment
- 2.1.3.5** Structural assessment
- 2.1.3.6** Reviewing CCTV videos of existing storm drain pipes (provided by the City to the consultant)
- 2.1.3.7** Coordination with the Valley Water to gather information about the aquifer.
- 2.1.3.8** Pothole of existing utilities to confirm existing conditions or conflict (if necessary and appropriate).

**2.1.4** CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft copy the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

**2.1.5** Utility locating scope includes up to three (3) potholes, up to six feet deep each. All backfill shall comply with City Standard Specifications and Plans.

**2.1.6** Any work that affects the public right-of-way, which include geotechnical boring, potholing, excavation, and other that are similar in nature requires submittal of a complete encroachment permit applications. Requirements of the encroachment permit applications are online on our website and typically include traffic control plan, work plan, insurances, re-establishment plan, and other necessary documents. The City will pay for all related encroachment application fees; however, the consultant shall provide in consultant fee costs related with submitting the encroachment permit applications.

**2.1.7** Consultant shall prepare Basis of Design Reports to address the ponding at Lafayette St. undercrossing and the SWPS deficiencies. The reports shall, at the minimum, include the following:

#### **Lafayette St. Underpass**

- A.** History and background
- B.** Existing condition and issue
- C.** Assessment done for this issue
- D.** Results of findings
- E.** Recommendations with alternatives. Include schematic plans with layout and preliminary details.
- F.** Estimated cost for each recommendation
- G.** Environmental and CEQA concerns
- H.** Estimated schedule to rectify the issue

## Lafayette St. Subway Storm Drain Pump Station

- A. History and background
- B. Existing station overview and understanding of key issues.
- C. Current issues at the station
- D. Station hydraulics analysis
- E. Condition assessment of station infrastructures to remain.
- F. Geotechnical, structural, electrical, and corrosion issues.
- G. Proposed improvements
- H. Estimated Project costs
- I. Proposed Project Schedule
- J. Preliminary drawings

**2.1.8** 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 Consultants as necessary to develop an accurate cost estimate. The Consultant shall provide the assumptions and supporting documents used to prepare the Engineer's Estimate. The Engineer's Estimate shall consider the following factors:

- A. Recent similar projects bid in the Bay Area, especially in the South Bay.
- B. Current economic trend.
- C. When the project will be bid.
- D. When construction will occur.
- E. What other projects will be competing with this project during advertisement and bid opening.
- F. What are the risks that Consultants need to consider for the project.

The aforementioned factors are not a complete list, but rather to provide a starting point for the consultant to prepare the Engineer's Estimate. If there are other factors and assumptions that are deemed critical to prepare an accurate Engineer's Estimate, Consultant shall include them in the Project.

**2.1.9** The 65% Basis of Design will be routed to the various stakeholders and city departments and divisions for review and comments.

### Deliverables:

1. 65% Basis of Design Reports for Lafayette St. Undercrossing and the Lafayette St. Subway Storm Drain Pump Station.

## **2.2 95% Basis of Design Report**

**2.2.1** CONSULTANT shall develop a 95% level of completion BOD Reports based on comments from the previous BOD Reports.

**2.2.2** Conduct a quality control (QC) review of BOD Reports in accordance with

Consultant's QC program approved by City.

**2.2.3** 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.

**2.2.4** 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, to identify any significant 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. 95% Basis of Design Reports for Lafayette St. Undercrossing and the Lafayette St. Subway Storm Drain Pump Station.

**2.3 Final Basis of Design Report**

**2.3.1** CONSULTANT shall finalize the BOD Reports based on comments from the previous BOD Reports. The final BOD Report shall be signed, stamped and dated by CONSULTANT in responsible charge for their preparation.

**2.3.2** Conduct a quality control (QC) review of BOD Reports in accordance with Consultant's QC program approved by City.

Deliverables:

1. Stamped, signed, and dated Basis of Design Reports for Lafayette St. Undercrossing and the Lafayette St. Subway Storm Drain Pump Station.
2. All data and documents gathered to prepare the Basis of Design Reports.

**ASSUMPTIONS**

1. City DPW to provide tripod, harness, air quality meter, and ventilation fan to facilitate Consultant confined space entry into the Subway Storm Drain Pump Station.
2. City DPW to lift grates to allow visual inspection of catch basins located at low point of underpass and immediately adjacent to the Subway Storm Drain Pump Station.
3. City DPW to provide fire hose(s) and City water to fill wet well at least twice to conduct timed drawdown tests.
4. City DPW to pull one of the two existing submersible pumps to allow recording of pump nameplate data for Subway Storm Drain Pump Station.
5. City to complete CCTV inspection of as much of the existing underdrain system as possible and provide tapes to Consultant for review.
6. Structural observations and evaluation do not include seismic and stability analyses.
7. One geotechnical borehole will be drilled on the south side of the southerly Lafayette Street Undercrossing structural wall. Groundwater monitoring instrumentation will be installed and monitoring frequency shall be sufficient to capture pump cycles, if the cycles manifest in the groundwater formation.

8. Cuttings resulting from the drilling will be drummed and stored on-site for approximately two weeks pending environmental/hazardous materials characterization. Drummed cuttings are assumed to be non-hazardous for the purposes of disposal.
9. Drilling will be completed during normal working hours Monday-Friday excluding holidays between 7am and 7pm.
10. Access to Caltrain ROW may be necessary. Consultant will coordinate access with Caltrain, with support from City if necessary (e.g. signatures on permits or access agreement). If access cannot be granted to the Caltrain access lane, the borehole may be drilled in the Dog Park area as far north as possible, with permission and access agreement from the City.
11. No boreholes will be drilled through the concrete in the undercrossing as this may result in exacerbating groundwater seepage.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MOTT MACDONALD GROUP, INC.  
FOR  
LAFAYETTE ST. UNDERPASS AT SUBWAY PUMP STATION**

**EXHIBIT B  
SCHEDULE OF FEES**

**I. GENERAL PAYMENT**

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$206,387, plus any authorized Reimbursable Expenses, which shall not exceed \$498. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$20,639. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$227,524, subject to budget appropriations.

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

**II. BASIC SERVICES**

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

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

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

<b>Description of work and task</b>	<b>Fee</b>
Task No. 1 – Project Management	\$6,192
Task No. 2.1 – 65% Basis of Design Report	\$159,448
Task No. 2.2 – 95% Basis of Design Report	\$31,670
Task No. 2.3 – Final Basis of Design Report	9,077
<b>Total not-to-exceed amount:</b>	<b>\$206,387</b>

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed two hundred twenty-seven thousand five hundred twenty-four dollars (\$206,387).

### **III. REIMBURSABLE EXPENSES**

Reimbursable Expenses shall not exceed \$498 and require 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 are in addition to compensation for Basic and Additional Services. All tasks related to preparing, printing, and mailing out notices and ballots as part of the core services shall not be considered reimbursable expenses. 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)
- 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 Services, of Exhibit A
- Presentation Materials

- Overnight Delivery Services when requested by City
- Courier Services when requested by City

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 lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$20,639.

#### **V. RATE SCHEDULE**

##### **Personnel Charges**

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

The pay rates for the project by classification are listed below:

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**Primary Consultant – MOTT MACDONALD GROUP, INC.:**

<b>Role</b>	<b>Hourly Rate</b>
Project Director	\$300
Principal Project Manager	\$285
Senior Project Manager	\$230
Geotechnical Engineer	\$235
Structural Engineer	\$190
Senior Project Engineer	\$150
Engineer III	\$130
Engineer II/CAD	\$115
Admin Assistant	\$95

**Subconsultant Billing Rates:**

**J Calton Engineering:**

<b>Role</b>	<b>Hourly Rate</b>
Principal Engineer	\$185
CAD Technician	\$81

**Pitcher Services, LLC Labor and Equipment Rates:**

<b>Mud Rotary Truck Drill- 2 person crew</b>		
Drilling time - Mud Rotary	\$	3,800.00
Drilling time- Mud Rotary w/mud conditioning system	\$	4,200.00
Standby Time & Development Time	\$	3,800.00
Mob/Demob	\$	400.00/hr
Overtime (2 man crew)	\$	580.00/hr
Transportation (when rig can be left on-site)	\$	440.00

Decon Station	\$400/day
Mud system (mud rotary as needed)	\$500/day
Support truck (pick-up)	\$250/day
Support truck (stake bed)	\$450/day
Support truck (Lift Gate)	\$450/day
Support Truck (Morooka)	\$500/day
Support truck (water-truck)	\$450/day

<b>Mud Rotary Track Drill- 2 person crew</b>		
Drilling time - Mud Rotary	\$	4,200.00
Standby Time & Development Time	\$	4,200.00
Mob/Demob	\$	475.00/hr
Overtime any hrs over 9 (2man crew)	\$	620.00/hr
Transportation (when rig can be left on-site)	\$	440.00

<b>Overtime Surcharge Rates (2 person crew)</b>		
Night Shift (Premium Time Surcharge)	\$	140.00/hr
Saturday Shift	\$	140.00/hr
Sunday Shift	\$	280.00/hr

<b>Air Vacuum Rig-2 person crew</b>		
Rig Time	\$	350.00
Standby Time	\$	350.00
Mob/Demob	\$	350.00

<b>Footage Rates</b>		
Drilling Additives (Normal Conditions 5" boring)	\$	3.00/ft
Portland Cement Grout (5" boring)	\$	3.50/ft
HQ3 Coring Surcharge	\$	12.00/ft
101 GeoBarrel Surcharge	\$	12.00/ft
PQ Coring Surcharge	\$	28.00/ft

#### Other Labor Costs

Additional Technician (extra helper) - ADD:	\$100/hr.
Premium time for after 8 hours per day, week-end work, night work & holidays - ADD:	\$70/man hr
Level C Protection (per day or portion) - ADD:	\$150/man day
Per Diem Caltrans Rate	TBA
Prevailing Wage or Certified Payroll Surcharge	\$200/man day
Transportation per additional tech	\$200/man day

#### REPAIR COSTS

WASTE BARREL REPAIR	\$100/each
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#### Materials

Quik-Gel drilling mud 50lb	\$30/bag
Soda Ash 50lb	\$25/bag
Easy Mud 5-gal	\$250/bucket
Easy Mud Gold 10lb	\$250/bucket
N-Seal 30lb	\$150/bag
Filter Sand	\$13/bag
Coated Bentonite Pellets	\$120/bucket
Bentonite Chips	\$22/bag
Bentonite Powder	\$30/bag
Ready Mix Concrete 60lb	\$15/bag
Portland Cement Type II 47lb	\$15/bag
Asphalt Patch	\$30/bag
Quickset Concrete	\$18/bag
Wood Plug	\$25/each
7" Traffic Rated Monitoring Well Boxes	\$100/each
8" Traffic Rated Monitoring Well Boxes	\$160/each
12" Traffic Rated Monitoring Well Boxes	\$200/each
Anodized Standpipe	\$250/each
Plastic Liners in 2.5' sections	\$15/ft
Cardboard core Boxes	\$25/box
Wooden Core Boxes	\$55.00/box
PVC core trays	\$5/tray
DOT 17-H 55 Gal. Drums	\$65/each
5-gallon bucket	\$15/each
Brass Sleeves & Caps (6" long)	\$8/each
Stainless Steel Sleeves & Caps (6" long)	\$8/each
Acetate Liners for Macro Core	\$15/each
Visqueen (large roll)	\$150/roll
Disposable Tips	\$25/each
1/4" or 1/2" Tubing	\$0.50/ft
3" soil seals	\$22.00ea
3" Pitcher or Shelby Tube 36" long	\$50/each
Teflon Squares (pack of 100)	\$100/pack

#### PVC Schedule 40

2" PVC Screen 0.010" or 0.020"	\$8.00/ft
2" PVC Blank casing	\$6.00/ft
2" PVC threaded end cap	\$12.00/each
2" PVC slip cap or coupling	\$6/each
2" Locking Cap	\$35.00/each
4" PVC Screen 0.010" or 0.020"	\$16.00/ft
4" PVC Blank casing	\$12.00/ft
4" PVC threaded end cap	\$20.00/each
4" PVC slip cap or coupling	\$12/each
4" Locking Cap	\$50.00/each
3/4" PVC Screen 0.010" or 0.020"	\$5.00/ft
3/4" PVC Blank casing	\$4.00/ft
3/4" PVC fittings	\$3.00/each

## ISI Inspection Services, Inc.:

### Index Tests:

4101	Moisture Content ASTM D2216.....	40.00 /ea
4102	Moisture and Density (Tube Sample).....	50.00 /ea
4103	Liquid and Plastic Limits ASTM D4318.....	200.00 /ea
4104	% passing #200 sieve ASTM D1140.....	100.00 /ea
4105	Sieve (from 1/2" to #200) ASTM D422.....	135.00 /ea
4106	Hydrometer test, includes 1/2" to #200 sieve ASTM D422.....	235.00 /ea
4107	Specific Gravity ASTM D854.....	185.00 /ea
4108	Organic Content ASTM D2974.....	105.00 /ea
4109	Visual Classification.....	35.00 /ea
4110	pH Determination Soil/Lime ASTM D6276.....	180.00 /ea
4111	Torvane/Pocket Penetrometer .....	30.00 /ea
Additional Costs:		
4112	Large Sample Size (Bucket / Shelby Tube) .....	70.00 /ea
4113	Shelby Tube Logging .....	65.00 /ea
4114	Extrusion Only without Testing .....	40.00 /ea
4115	Tube Cutting .....	20.00 /ea
4116	Sample Photos .....	15.00 /ea

### Compaction Tests:

4201	Laboratory Compaction, 4" Mold ASTM D1557 or D698.....	268.00 /ea
4202	Laboratory Compaction, 6" Mold ASTM D1557 or D698.....	324.00 /ea
4203	California Impact Test CTM 216 .....	380.00 /ea

#### Additional Costs:

4204	Rock Correction ASTM D4718.....	75.00 /ea
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### Soil Mechanics:

4301	R-Value of Compacted Soils ASTM D2844/CTM 301 .....	495.00 /ea
4302	R-Value of Compacted Soils w/ Lab Additives ASTM D2844/CTM 301 .....	610.00 /ea
4303	R-Value of Compacted Soils w/ Field Additives ASTM D2844/CTM 301 .....	530.00 /ea
4304	California Bearing Ratio (CBR) ASTM D1883 includes compaction .....	790.00 /ea
4305	California Bearing Ratio (CBR) ASTM D1883 without compaction .....	495.00 /ea

### Consolidation Properties:

4401	Consolidation Test w/rebound ASTM D2435 .....	415.00 /ea
4402	Swell or Collapse Test ASTM D4546 .....	350.00 /ea
4403	Collapse Potential Test ASTM D5333 .....	235.00 /ea
Additional Costs:		
4404	Unload-Reload (per point) .....	40.00 /ea
4405	Remold Test Specimen.....	115.00 /ea
4406	Specimen Trim (from 3" sample) .....	40.00 /ea
4407	Sample Photos .....	15.00 /ea

### Hydraulic Conductivity - Triaxial Permeability:

4501	Flexible Wall ASTM D5084.....	390.00 /ea
Additional Costs:		
4502	Additional Confining Pressure.....	235.00 /ea
4503	Remold Test Specimen.....	180.00 /ea
4504	Sample Photos .....	20.00 /ea

### Strength Tests:

4601	Direct Shear Test ASTM D3080 .....	180.00 /pt
Additional Costs:		
4602	Residual (per cycle) .....	80.00 /ea
4603	Remold Test Specimen.....	115.00 /ea
4604	Specimen Trim (from 3" sample).....	40.00 /ea
4605	Silty Soil .....	25.00 /ea
4606	Clayey Soil .....	40.00 /ea
4607	Sample Photos .....	20.00 /ea

4610	Unconfined Compression ASTM D2166.....	115.00 /ea
4646	UC-Soft Rock (without end prep).....	150.00 /ea

#### Additional Costs:

4611	Specimen Capping .....	40.00 /ea
4612	Remold Test Specimen.....	180.00 /ea
4613	Sample Photos .....	35.00 /ea

4620	TXUU, Triaxial Unconsolidated Undrained ASTM D2850 .....	150.00 /ea
4647	TXUU-Soft Rock (without end prep).....	300.00 /ea

#### Additional Costs:

4621	Confining Pressure over 50 psi .....	35.00 /ea
4622	Remold Test Specimen.....	180.00 /ea
4623	Sample Photos .....	35.00 /ea

4630	TXCU, Triaxial Consolidated Undrained ASTM D4767.....	545.00 /pt
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Note: TXCU includes pore pressure measurement

#### Additional Costs:

4631	Confining Pressure over 50 psi .....	45.00 /ea
4632	Remold Test Specimen.....	180.00 /ea
4633	Staged Test (Additional Confining Pressure) .....	350.00 /ea
4634	With Permeability .....	235.00 /ea
4635	Sample Photos .....	40.00 /ea

4640	TXCD, Triaxial Consolidated Drained .....	815.00 /pt
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#### Additional Costs:

4641	Confining Pressure over 50 psi .....	45.00 /ea
4642	Remold Test Specimen.....	180.00 /ea
4643	Staged Test (Additional Confining Pressure) .....	350.00 /ea
4644	With Permeability .....	235.00 /ea
4645	Sample Photos .....	40.00 /ea

4648	End Preparation.....	128.00 /hr
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**Alexander & Associates, Inc.**

<b>Role</b>	<b>Hourly Rate</b>
Principal	\$200
Land Surveyor	\$175
Civil Engineer	\$175
Land Planner	\$175
CAD Operator	\$125
Technician III	\$105
Technician II	\$95
Clerical	\$75

**Field Survey Services**

Man Robotic Survey Party	\$200 per hour
Man Survey Party (including EDM Equipment)	\$250 per hour
Prevailing Wage Rate (including apprentice)	\$285 per hour
2 Man Survey Party (including GPS Equipment)	\$250 per hour
1 Man Survey Party (including GPS Equipment)	\$200 per hour

**Materials and Services:**

Consultants, Special Equipment, Reproductions, Postage, Materials and Other Outside  
Chargers – Actual Cost Plus 10%.

**EXARO Technologies Corporation:**

<b>Role</b>	<b>Hourly Rate</b>
Foreman	\$209.94
Technician	\$201.73
Project Manager	\$242.68
Project Engineer Support	\$102.09

**Other Charges**

Arrow Board	\$155 per day
Bobcat Loader	\$400 per day
Core Drill	\$360 per day
Electronic Detection Equipment	\$110 per day
Ground Penetrating Radar (GPR) Equipment	\$275 per day
Mini Excavator	\$385 per day
Tamper Jumping Jack	\$100 per day
Dump Truck	\$320 per day
Full Size Truck	\$258 per day
Pickup Truck	\$210 per day
Vacuum Excavation Truck	\$900 per day
Super Sucker Hydro Vacuum Truck	\$1,350 per day
Mobilization	Project Based
Subsistence	\$150 per night per person
Direct Project Expenses	Cost plus 15%

**NOTES (Field Services)**

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

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**EXHIBIT C  
INSURANCE REQUIREMENTS**

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

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

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

**C. WORKERS' COMPENSATION**

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

**D. PROFESSIONAL LIABILITY**

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

**E. COMPLIANCE WITH REQUIREMENTS**

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for

City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance with respect to the acts of the named insured as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or reduction of the coverage limits required under this agreement due to non-payment of premiums shall be effective until written notice has been given to City at least ten (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 ten (30) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

#### F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and

assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

#### G. EVIDENCE OF COVERAGE

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

#### H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. 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 Public Works Department

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: [ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com)

I. QUALIFYING INSURERS

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

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**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, Consultant or its subconsultant(s), as applicable, shall comply with the following requirements.

**J. Prevailing Wage Requirements**

1. Consultant 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. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, consultants 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. Consultants and subconsultants 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, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants) 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, Consultant and all subconsultants 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 consultant or subconsultant 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 consultant or subconsultant 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. Consultants **MUST** be a registered "public works consultant" 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 consultants/subconsultants 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 consultant". Those who fail to register and maintain their status as a public works consultant shall not be permitted to perform work on the project.
10. Should any consultant or subconsultants not be a registered public works consultant and perform work on the project, Consultant 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.

#### K. 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 Consultant's address indicated for receipt of notices in this Agreement.

#### L. 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 Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant'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 consultants and subconsultants 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.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MOTT MACDONALD GROUP, INC.  
FOR  
LAFAYETTE ST. UNDERPASS AT SUBWAY PUMP STATION**

**EXHIBIT E  
MILESTONE SCHEDULE**

<b><u>Preliminary Engineering and Evaluation</u></b>	<b><u>Duration</u></b>	<b><u>Cumulative Duration</u></b>
Notice to Proceed to Kickoff Meeting and Site Inspections	4 weeks	NTP + 4 wks
Completion of draft 65% Basis of Design Reports	9 weeks	NTP + 13 wks
City Review of draft 65% Basis of Design Reports	3 weeks	NTP + 16 wks
Comment Resolution Meeting and Finalization of 65% Basis of Design Reports	1 weeks	NTP + 17 wks
Completion of draft 95% Basis of Design Reports	4 weeks	NTP + 21 wks
City Review of draft 95% Basis of Design Reports	3 weeks	NTP + 24 wks
Comment Resolution Meeting and Finalization of 95% Basis of Design Reports	2 weeks	NTP + 26 wks

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
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**EXHIBIT F  
PROJECT MANAGEMENT DOCUMENTATION SOFTWARE**

**1.0 GENERAL**

This section is intended to describe the use of e-Builder Enterprise™ (e-Builder) a web-base project management software, as the median for project documentation and reporting. All costs associated with the use of the software is inclusive of the project bid under Document 00400 – BID.

**2.0 e-BUILDER PROJECT MANAGEMENT SOFTWARE PROGRAM**

The City of Santa Clara is currently using e-Builder Project Management for all related project management tasks. Consultant is required to comply with all requirements specified in this Document 00495 – PROJECT MANAGEMENT DOCUMENTATION SOFTWARE.

**3.0 REQUIREMENTS**

**A. General Requirements:**

1. Consultant and Subconsultants shall provide at a minimum, the following to its staff:
  - a) Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher;
  - b) Computer Operation System: Windows XP, Windows Vista, or Windows 7;
  - c) Web Browser: Microsoft Internet Explorer 9;
  - d) Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook;
  - e) Scheduling Software: Microsoft Project or Primavera;
  - f) Internet Service Provider: A reliable ISP in the area of the Project;
  - g) Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream.

2. Consultant and Subconsultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis

**B. Project Web Requirements:**

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

**C. Electronic File Requirements:**

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

**4.0 IMPLEMENTATION REQUIREMENTS**

- A. e-Builder is a comprehensive Project and Program Management system that will be implemented for managing documents, communications, and costs between the Consultant, Subconsultants, Consultant, and Owner. e-Builder includes extensive

reporting capabilities to facilitate detailed.

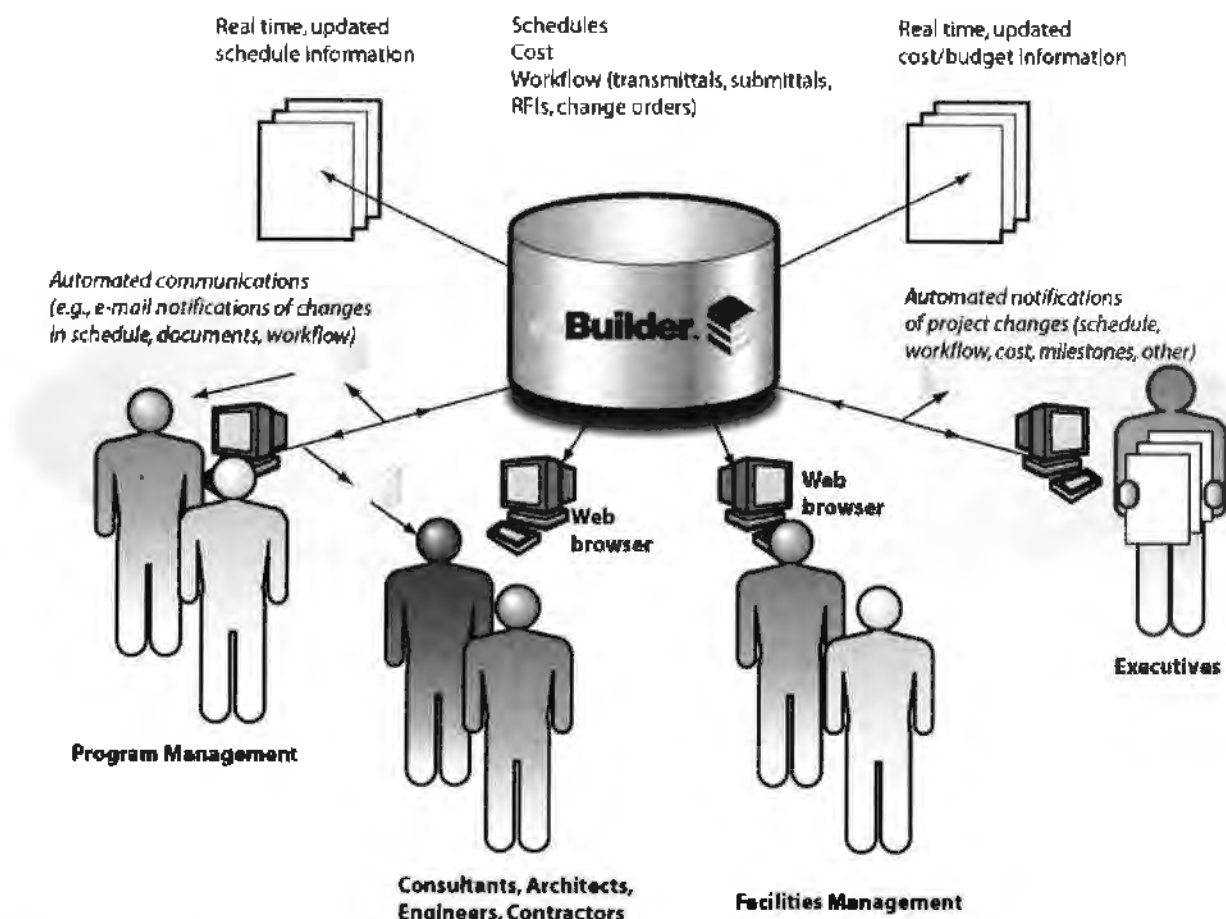
B. Project reporting in a web-based environment that is accessible to all parties and easy to use.

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

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

E. Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder by the City.

F. Reporting: All of the project and program data including documents, communications, and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



## **5.0 LICENSING REQUIREMENT**

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