

**AGREEMENT WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
FOR PROFESSIONAL CONSULTANT SERVICES
FOR
POPLAR CREEK GOLF COURSE TRASH CAPTURE PROJECT**

This agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California, hereinafter referred to as "CITY", and Schaaf & Wheeler Consulting Civil Engineers, a corporation with offices at 1171 Homestead Rd., Suite 255, Santa Clara, CA 95050 hereinafter referred to as "CONSULTANT":

RECITALS:

- A. CITY desires certain professional design services hereinafter described.
- B. CITY desires to engage CONSULTANT to provide these professional design services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF PROJECT

The scope of services to be performed by CONSULTANT under this Agreement is described in Exhibit A, Scope of Services, attached and incorporated by reference.

SECTION 2 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 3 - PROJECT COORDINATION/STAFFING

3.1 CITY

BRAD B. UNDERWOOD, PUBLIC WORKS DIRECTOR, will be the representative of CITY for all purposes under this Agreement. ELTON YEE is hereby designated as the PROJECT MANAGER and shall supervise the day to day progress and execution of this Agreement.

3.2 **CONSULTANT**

CONSULTANT's services are unique and personal. CONSULTANT shall not assign or transfer its interest or obligation under this Agreement without the CITY's written consent. CONSULTANT shall not subcontract its duties under this Agreement without the CITY's written consent.

CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. CHARLES D. ANDERSON is hereby designated as the PROJECT DIRECTOR for CONSULTANT.

CONSULTANT shall assign a PROJECT COORDINATOR to represent CONSULTANT during the day-to-day work on the Project. CAITLIN J. GILMORE is hereby designated as the PROJECT COORDINATOR for CONSULTANT.

CONSULTANT shall assign additional key personnel as follows:

CAMEO TSUI

In addition, CONSULTANT is specifically authorized to subcontract with the following sub-consulting firms to assist in providing the services required by this Agreement:

CONSULTANT shall be responsible for employing or engaging all sub-consultants necessary for performance of the CONSULTANT's scope of work. CONSULTANT shall manage, evaluate, and incorporate sub-consultants work into the project as necessary. CONSULTANT agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

All work on this project shall be accomplished by the above named CONSULTANT's personnel and sub-consultants. CONSULTANT shall not substitute personnel or sub-consultants without the CITY's written consent.

SECTION 4 - INDEPENDENT CONTRACTOR

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 5 - DUTIES OF CONSULTANT

CONSULTANT's services shall be furnished as described below and as more particularly described in Exhibit A, Scope of Services. Any changes in the Scope of Services must be approved in advance, in writing, by the Public Works Director.

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all studies, reports, designs, drawings, specifications, and other items furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its studies, reports, designs, drawings, specifications, and other items.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

All documents, drawings and specifications relating the project prepared by CONSULTANT or CONSULTANT's approved sub-consultants shall be approved, signed, and sealed by professional engineers duly registered in the State of California for each required discipline. The Contract Documents prepared by CONSULTANT shall provide for a completed project that conforms to all applicable national, state and local construction codes and ordinances, building, fire, electrical, plumbing and occupancy codes and standards.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT. No sub-consultant of CONSULTANT will be recognized by CITY as such; rather, all sub-consultants are deemed to be the agents of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and sub-consultants, if any, and shall keep the work under its control. If any employee or sub-consultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of CITY.

CONSULTANT agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirement and intentions of this Agreement.

SECTION 6 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine all documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of CONSULTANT'S work.

SECTION 7 - TERM, PROGRESS AND COMPLETION

The services to be performed under this Agreement shall commence after execution of this agreement.

It is understood and agreed that time is of the essence of this Agreement. CONSULTANT agrees to perform the services in a timely and efficient manner.

CITY agrees to exercise due diligence in performing its tasks to implement the CONSULTANT's timetable.

SECTION 8 - PAYMENT

Payment shall be made by the CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performances of the services and any reimbursable expenses set forth in this Agreement, CITY agrees to pay CONSULTANT a fee based on verified time and materials not to exceed \$104,210. Requests for payments shall be itemized and correspond to the various items of work described in Exhibit A and shall be based on the rate and cost set forth therein.

CITY reserves the right to pay CONSULTANT not more than 95% of the "not to exceed" amount until a 95% project review is complete and the CITY determines that 95% of the project work is complete. 95% project completion shall include completion of Tasks 1 through 6 as listed in Exhibit A.

Payment for extra work or changes in the work will not be made unless for work authorized in advance in writing by the PUBLIC WORKS DIRECTOR. Prior to commencing such extra work or changes, CONSULTANT and CITY shall agree upon an estimated not-to-exceed cost for such extra work. In no event shall CONSULTANT be paid for additional work that is necessary because of CONSULTANT's errors or oversights.

CONSULTANT shall maintain complete and accurate records as to the number of hours worked by persons and the direct costs incurred during each phase under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such books and records to the CITY at all times, shall permit the CITY to examine and audit those books and records, shall permit the CITY to make copies of those books and records, and shall permit the CITY to inspect all work data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall provide an understandable breakdown of costs charged to this Agreement. All records encompassed by this subparagraph, as well as supporting documentation, shall be kept separate from other CONSULTANT documents and records and shall be maintained by CONSULTANT for three (3) years after CONSULTANT's receipt of final payment under this Agreement.

CONSULTANT shall bill the CITY within thirty (30) days for all compensable activity on the project.

CITY shall pay CONSULTANT within thirty (30) days of receipt of billings. If CITY disagrees with any portion of a billing, the CITY shall promptly notify CONSULTANT of the disagreement, and the CITY and the CONSULTANT shall attempt to resolve the disagreement. CITY's payment of any amounts shall not constitute a waiver of any disagreement.

SECTION 9 - CHANGES IN WORK

CITY may order changes in scope or character of work, either decreasing or increasing the amount of CONSULTANT's services by amending this Agreement. In the event that such changes are ordered, CONSULTANT shall be entitled to full compensation for all work performed prior to receipt of notice of change. In no event shall CITY be liable for payment unless the amount of such extra compensation shall first have been agreed to in writing by CITY.

In the event that changes are ordered pursuant to this section, the schedule for progress and completion in Section 7 of this Agreement and compensation in Section 8 of this Agreement shall be adjusted by negotiation between CONSULTANT and CITY, subject to approval, if necessary by the San Mateo City Council.

SECTION 10 - CONFLICT OF INTEREST

CONSULTANT understands that its professional responsibility is solely to CITY. CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. CONSULTANT shall not knowingly, and shall take reasonable steps to ensure that, it does not employ a person having such an interest in the performance of this Agreement. If after employment of a person, CONSULTANT discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, CONSULTANT shall promptly sever the employment relationship.

SECTION 11 - TERMINATION

A. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY may, by ten days written notice to CONSULTANT, terminate this Agreement in whole or in part at any time, either for CITY's convenience or because of the failure of CONSULTANT to fulfill its agreement obligations. Upon receipt and within ten days of such notice CONSULTANT shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and
2. Deliver to CITY all data, documents, reports, estimates, summaries and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in progress.

B. If the termination is for the convenience of CITY, CONSULTANT shall be compensated for all authorized work performed prior to notification of termination but no amount shall be allowed for anticipated profit on unperformed services.

C. If, after any notice of termination for failure to fulfill agreement obligations, it is determined by a court or other arbitrator that CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of CITY. In such event, adjustment in the agreement price shall be made as provided in paragraph (B) of this section.

D. CONSULTANT may terminate this Agreement or suspend work on the project upon sixty (60) days written notice to CITY, but only in the event of substantial failure of performance by CITY or in the event CITY abandons or indefinitely postpones the Project.

E. Upon termination of this Agreement or suspension of work on the project by either CITY or CONSULTANT, all duties of CITY and CONSULTANT as set forth in Sections 5 and 6 herein above shall terminate.

SECTION 12 - STATUS OF REPORTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of the CITY, whether the project for which they are made is executed or not. All documents furnished to CONSULTANT by the CITY and all reports and supportive data prepared by the CONSULTANT in connection with the performance of this Agreement are the CITY's property and shall be delivered to the CITY upon the completion of CONSULTANT's services or at the CITY's written request. All reports, information, data, and exhibits prepared or assembled by CONSULTANT in connection with the performance of its services pursuant to this Agreement are confidential until released by the CITY to the public, and the CONSULTANT shall not make any of these documents or information available to any individual or organization not employed by the CONSULTANT or the CITY without the written consent of the CITY before any such release.

SECTION 13 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) the insurance as specified in Exhibit B of the Agreement.

SECTION 14 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 15 - INDEMNITY

CONSULTANT agrees to hold harmless and indemnify City of San Mateo and the Estero Municipal Improvement District, their elected and appointed officials, employees, and agents, from and against any alleged claims, loss, liability, damage, and expense arising out of CONSULTANT's performance of this Agreement, except those claims arising out of CITY's active negligence or willful misconduct. CONSULTANT agrees to defend CITY of San Mateo and the Estero Municipal Improvement District, their elected and appointed officials, employees, and, against any such claims.

With regard to design professional services performed by CONSULTANT, CONSULTANT agrees to hold harmless and indemnify City of San Mateo and the Estero Municipal Improvement District, their elected and appointed officials, employees, and agents, from and against any and all claims, loss, liability, damage, and expense to the extent arising out of CONSULTANT's negligence, recklessness, or willful misconduct. CONSULTANT agrees to defend City of San Mateo and the Estero Municipal Improvement District, their elected and appointed officials, employees, and agents, against any such claims to the extent of CONSULTANT's negligence, recklessness, or willful misconduct.

SECTION 16 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 17 - COSTS AND ATTORNEYS FEES

Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney's fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 18 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its sub-consultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 19 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 20 - LITIGATION

CONSULTANT shall testify at CITY's request if litigation is brought against CITY in connection with CONSULTANT's services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT's wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT's standard hourly rates at the time of actual testimony.

SECTION 21 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:	Elton Yee Poplar at Golf Course Trash Capture Project City of San Mateo 330 West 20 th Avenue San Mateo, CA 94403
To CONSULTANT:	Schaaf & Wheeler Consulting Civil Engineers Attn: <u>Charles Anderson</u> 1171 Homestead Rd., Suite 255 Santa Clara, CA 95050

SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENTS

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 23 – AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 24 – SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 25 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

SECTION 26 - VENUE

In the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

Brad B. Underwood
Public Works Director

Charles D. Anderson
Its Authorized Agent
President

If a Corporation, can be either 1) President or 2) Vice President plus an additional corporate officer (i.e., Secretary, Treasurer) who shall sign below.

APPROVED AS TO FORM

ADDITIONAL CORPORATE OFFICER
(if necessary per the above)

Shawn Mason
City Attorney

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Insurance Requirements

surveying. It is assumed the City will provide as-builts and easement information for the site as available.

3. BSK associates will attend a site visit with Finn Design Group and Schaaf & Wheeler. BSK Associates will core and scan the existing concrete channel. A Ground Penetrating Radar (GRP) will be used at three locations on the concrete apron to estimate rebar spacing the depth. 3"-4" diameter concrete core samples will be collected from three locations to determine thickness. Concrete will be chipped to expose and visually confirm rebar, if present. Sample sites will be repaired with high-strength, non-shrink grout. A report will be completed to summarize the finding. This assumes there will be approximately 1" of water in the channel as observed in summer months and does not include significant dewatering.

Deliverables:

- Topographic Survey with utility research documentation and researched boundary
- Concrete scanning investigation report

Task 3: Design Development

Schaaf & Wheeler shall be the Engineer of Record and responsible for design and preparation of complete plans and technical specifications for the project. Schaaf & Wheeler shall provide plans and specifications in enough detail to result in a good quality product while allowing competitive pricing where possible and appropriate and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services; or the City shall be notified if no 'or equal' is available for a product and sole sourcing is necessary.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, and other stakeholders are included in this scope. It is anticipated that the City shall act as the lead agency and prepare CEQA documentation for the site as well as obtain all permits needed. It is assumed that no encroachment permits will be required for the project or this scope.

60% Submittal

1. Schaaf & Wheeler will work with manufacturers to obtain a site-specific detail for the trash capture device, as well as maintenance guidelines. It is assumed that a netting or screening device will be utilized based on the results of the feasibility study. Any device selected shall be capable of full trash capture as defined by the State Water Board. The device will be sized to treat at least the 1-year, 1-hour trash capture event while allowing for bypass of the 10-year event.
2. The existing MikeUrban storm drain model (developed under separate contract) will be used to determine the flow rates at the project site for the 1-year and 10-year events. Project impacts to hydraulic grade line and upstream flooding will be determined, as well as flood forces and velocities. Information will be provided in a memorandum.
3. 60% Plans shall be developed: Topographic survey work shall be accounted for in this submittal. This includes demolition, plan and sections, trash capture details, construction and structural details. Files will be provided in Autocad and PDF formats.
4. 60% specification table of contents shall be developed to facilitate Caltrans 2018 format in Word and PDF.
 - a. It is anticipated that the project will not require a notice of intent or construction SWPPP. The project will be required to meet section C.6 of the NPDES MRP and all City

construction erosion and sediment control practices and requirements. These are assumed to be included in the City's standard specifications.

5. Project schedule shall be updated in Microsoft Project.
6. 60% Structural Calculations will be developed.
7. 60% engineer's construction cost estimate shall be provided in Excel format.

90% Submittal

All issues, prior comments, and concerns shall be addressed in this submittal.

1. 90% plans shall be completed and provided in AutoCAD and PDF formats.
2. 90% specifications shall be completed in 2018 Caltrans format in Word and PDF. It is assumed the City will provide front end specifications. The following will be completed by Schaaf & Wheeler:
 - a. Bid instructions reviewed
 - b. Required submittals
 - c. Bid schedule
 - d. Finalized technical specifications
3. Project schedule shall be updated in Microsoft Project.
4. 90% engineer's construction cost estimate shall be updated and provided in bid schedule format, including take-offs and backup calculations in Excel.
5. 90% Structural Calculations will be developed.
6. Log of responses to the City's review comments on the 60% submittal shall be provided.

Final Submittal

All issues, prior comments, and concerns shall be addressed in this submittal.

1. Final plans shall be completed and provided in AutoCAD and PDF formats.
2. Final technical specifications shall be completed in 2018 Caltrans format in Word and PDF.
3. Project schedule shall be updated in Microsoft Project.
4. Final construction cost estimate shall be updated in Excel.
5. Final Structural Calculations will be developed.
6. Log of responses to the City's review comments on the 90% submittal shall be provided.

Task 4: Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the Final submittal.

Hard copies and digital format (PDF and native format) of each of the documents listed below shall be submitted:

1. One hard copy of full-sized plans (24" x 36") stamped and signed on each sheet by the Engineer of Record. AutoCAD and PDF formats will also be provided.
2. One hard copy of the specifications printed single-sided only. Native Word and PDF formats will also be provided.
 - a. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update in Microsoft Project.

4. Final construction cost estimate in Excel and PDF.
5. Final Structural Calculations will be stamped and signed and provided in PDF format.
6. A log of comments and responses will be provided.

Task 5: Bidding Services

Schaaf & Wheeler shall attend a pre-bid meeting, respond to all bidders' requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. Scope assumes 3 RFI's and 2 Addenda.

Task 6: Construction Support Services

It is assumed that the City's construction management team will have primary responsibility for construction management and inspection.

The following is a list of services and submittals to be provided by Schaaf & Wheeler.

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team.
2. Attend the pre-construction meeting.
3. Attend two (2) periodic construction progress meetings.
4. Participate in the final inspection and development of punch lists.
5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims. Assume 5 RFI's.
6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims. Assumes 10 submittals and re-submittals.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders). Assumes 2 Change Orders.
9. Prepare Record Drawings based upon red lines provided by the City and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.

<p style="text-align: center;">City of San Mateo Poplar Creek Golf Course Trash Capture Device Fee July 10, 2020</p>		Schedule of Hours and Rates by Task					Kier & Wright (Surveyors)	Finn Group (Structural Engineers)	Subsultant Markup (10%)	Total
		Schaaf & Wheeler				Schaaf & Wheeler Subtotal				
		Principal Project Manager	Senior Project Manager	Associate Engineer	Junior Engineer					
Task	Hourly Rate	\$240	\$225	\$190	\$165					
Task 1	Project Management	8	16	0	0	\$ 5,520	\$ -	\$ 1,000	\$ 100	\$ 6,620
1	Coordination & Project Management	2	10			\$ 2,730		\$ 1,000	\$ 100	\$ 3,830
2	Three (3) Progress Meetings	6	6			\$ 2,790			\$ -	\$ 2,790
Task 2	Preliminary Design	0	6	2	0	\$ 1,730	\$ 9,700	\$ 9,000	\$ 1,870	\$ 22,300
1	Site Visit & Coordination		2	2		\$ 830		\$ 3,000	\$ 300	\$ 4,130
2	Topographic Survey		2			\$ 450	\$ 9,700		\$ 970	\$ 11,120
3	Concrete Scanning		2			\$ 450		\$ 6,000	\$ 600	\$ 7,050
Task 3	Design Development	4	24	80	54	\$ 30,470	\$ -	\$ 12,500	\$ 1,250	\$ 44,220
1	60% Design Documents	2	10	40	40	\$ 16,930		\$ 7,500	\$ 750	\$ 25,180
2	90% Design Documents	1	8	24	8	\$ 7,920		\$ 3,750	\$ 375	\$ 12,045
3	Final Design Documents	1	6	16	6	\$ 5,620		\$ 1,250	\$ 125	\$ 6,995
Task 4	Bid Package	2	8	16	4	\$ 5,980	\$ -	\$ 2,000	\$ 200	\$ 8,180
1	Bid Plans, Estimate and Specifications	2	8	16	4	\$ 5,980		\$ 2,000	\$ 200	\$ 8,180
Task 5	Bid Support	2	4	12	8	\$ 4,980	\$ -	\$ 2,000	\$ 200	\$ 7,180
1	Pre-Bid Meeting	2	2			\$ 930			\$ -	\$ 930
2	RFIs and Addenda		2	12	8	\$ 4,050		\$ 2,000	\$ 200	\$ 6,250
Task 6	Construction Support	2	16	12	20	\$ 9,660	\$ -	\$ 5,500	\$ 550	\$ 15,710
1	Meetings (4) and Handoff Prep		8			\$ 1,800		\$ 1,000	\$ 100	\$ 2,900
2	RFIs, Submittals, Change Orders	2	6	10	4	\$ 4,390		\$ 3,000	\$ 300	\$ 7,690
3	Record Drawings		2	2	16	\$ 3,470		\$ 1,500	\$ 150	\$ 5,120
TOTAL		18	74	122	86	\$58,340	\$9,700	\$32,000	\$4,170	\$ 104,210

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

1171 Homestead Rd., Suite 255
Santa Clara, CA 95050-5485
408-246-4848
Fax 408-246-5624

Hourly Charge 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.

Current rates by classification are listed below:

<u>Classification</u>	<u>Rate/Hr</u>	<u>Classification</u>	<u>Rate/Hr</u>
Principal Project Manager	\$240	Construction Manager	\$225
Senior Project Manager	\$225	Senior Resident Engineer	\$200
Senior Engineer	\$210	Senior Scientist	\$200
Associate Engineer	\$190	Associate Scientist	\$180
Assistant Engineer	\$175	Resident Engineer	\$180
Junior Engineer	\$165	Assistant Resident Engineer	\$165
Designer	\$155		
GIS Analyst	\$150		
Technician	\$150		
Engineering Trainee	\$120		

Litigation Charges

Work done in preparation for litigation and other very high level-of-expertise assignments is charged at \$350 per hour. Court or deposition time as an expert witness is charged at \$450 per hour.

Materials and Services

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

Effective 1/1/20

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

1171 Homestead Rd., Suite 255
Santa Clara, CA 95050-5485
408-246-4848
Fax 408-246-5624

Standard Provisions

April 2017

Conditions set forth below are incorporated as part of this Agreement. These Standard Provisions and the accompanying proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Provisions shall govern.

1. PROFESSIONAL STANDARDS OF CARE - Schaaf & Wheeler, its employees, subconsultants, and subcontractors (hereinafter referred to as "CONSULTANT") shall perform its services under this Agreement in accordance with the degree of care and skill ordinarily practiced at the same point in time and under similar circumstances by professionals providing similar services. No other warranty, express or implied, shall apply to the services performed by CONSULTANT.
 2. INDEMNITY – CONSULTANT shall indemnify and hold harmless CLIENT (including its officers and employees) against claims, losses, damages, liabilities (including the reimbursement of reasonable attorney's fees), and liability for injury or harm to persons or property to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT for professional services performed under this Agreement. The duty to defend obligation of the CONSULTANT shall be limited to the proportionate percentage of any claim arising directly from the services performed by the CONSULTANT under this Agreement.
 3. FORCE MAJEURE – Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
 4. DISPUTE RESOLUTION – CLIENT and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
 5. APPLICABLE LAWS – CONSULTANT shall perform its services in accordance with the laws, rules, regulations, and codes that are applicable to the project and in force at the time of the completion of the documents.
 6. HAZARDOUS MATERIALS - The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
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7. RIGHT OF ENTRY - When entry to property is required for the CONSULTANT to perform its services, the CLIENT agrees to obtain legal right-of-entry on the property.
8. RELIANCE ON INFORMATION PROVIDED BY OTHERS – CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by CLIENT, CLIENT’s consultants and contractors, and information from public records, without the need for independent verification.
9. THIRD PARTIES - Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or CONSULTANT. CONSULTANT’s services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT’s performance of services hereunder.
10. OWNERSHIP OF DOCUMENTS - The CLIENT agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT’s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the CLIENT’s sole risk and without liability to CONSULTANT or its employees, independent professional associates, subconsultants, and subcontractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
11. SUSPENSION OR TERMINATION OF CONTRACT – CLIENT may suspend or terminate this Agreement with seven days prior written notice to CONSULTANT for convenience or cause. CONSULTANT may terminate this Agreement for cause with seven days prior written notice to CLIENT. Failure of CLIENT to make payments when due shall be cause for suspension of services, or, ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses, and other related charges.
12. SITE VISITS - In the event that CONSULTANT’s scope of services shall include site visits during the construction phase, CONSULTANT shall be serving only in the capacity as a consultant to advise CLIENT on issues involving progress and general design compliance. CONSULTANT does not assume any responsibility for the quality, sequences, techniques, or timeliness of any contractor’s work, job site safety, continuous onsite inspections, or any issues that fall outside of the CONSULTANT’s scope of services as defined herein.
13. GOVERNING LAWS - The laws of the state of California shall govern the validity and interpretation of the Agreement.
14. INSURANCE - During the performance of work covered by this Agreement, CONSULTANT shall maintain the following insurance coverage:
 - a) Workers' Compensation Statutory
 - b) Commercial General Liability \$2,000,000 each occurrence; \$4,000,000 aggregate
(includes Products & Completed Operations)
 - c) Automobile Liability \$1,000,000 combined single limit each accident
 - d) Professional Liability \$5,000,000 each claim; \$5,000,000 aggregate

15. PREVAILING WAGE OBLIGATIONS - The Client shall notify Schaaf & Wheeler in writing if the Work contemplated by this Agreement constitutes a "public work" under any and all federal, state and/or local prevailing wage laws, and/or living wage laws, including but not limited to the Davis-Bacon Act and the provisions of California Labor Code §§ 1720 et seq. In the event that Schaaf & Wheeler must adhere to federal, state and/or local prevailing wage obligations for the Work performed, the Client shall notify and provide Schaaf & Wheeler with any and all applicable prevailing wage determinations prior to the Work to being performed under this Agreement. Any prevailing wage obligations might affect the payment terms contemplated by this Agreement and thus constitute a changed condition mandating renegotiation and/or termination of this Agreement. The Client understands and agrees that Schaaf & Wheeler will rely on the representations made by the Client with regard to prevailing wage obligations and the Client agrees to indemnify Schaaf & Wheeler, its officers, directors, employees, agents and/or subcontractors against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and legal costs, arising from Schaaf & Wheeler's reliance upon the Client's representations regarding prevailing wage obligations.

EXHIBIT B

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT’s insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.