

## Standard City of San José Contractor Agreement

(8831 – FEMA – JFG Koi Ponds And Pump House (SCSJE81/PW1051))

This Agreement is between the City of San José, a municipal corporation (“City”), and Fall Creek Engineering, Inc., a California corporation (“Contractor”).

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (“Contract Date”).

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

### 1. AGREEMENT SCOPE

- 1.1 General:** This Agreement sets forth the terms and conditions under which the Contractor will provide professional consulting services to the City.
- 1.2 Exhibits:** This Agreement consists of this agreement form and the following exhibits, which are incorporated herein by reference:
- Exhibit A:** Scope of Basic Services
  - Exhibit B:** Compensation
  - Exhibit C:** Insurance Requirements
  - Exhibit D:** FEMA Provisions – Contractor Agreements
- 1.3 Director:** “Director” means the Director of Public Works or the Director’s designee.
- 1.4 Business Days:** “Business Day” and “Business Days” means the day(s) on which City Hall is open to conduct business.
- 1.5 Entire Agreement:** This Agreement is the final, complete and exclusive understanding of the parties as to the matters contained herein. It supersedes all prior communications and understandings regarding such matters.
- 1.6 Amendments:** This Agreement can be modified only by mutual agreement of the parties. To be binding, a modification of the Agreement must be in writing and signed by each party by a person properly authorized to bind the party.

Either party can propose a modification of the scope of work, method of performing the work, price of the work, schedule for completing the work, or any other part of the Agreement by providing the other party with a written proposal of the modification. The written proposal must contain a detailed description of the proposed modification along with its cost implications. The written proposal must include the specific language of the proposed modification. The party receiving a modification proposal will respond in writing by either agreeing to the proposal, rejecting the proposal, or requesting additional information needed to evaluate the proposal.

### 2. AGREEMENT TERM

The Agreement term is from the Contract Date to October 31, 2021, unless terminated earlier pursuant to Section 19 below.

### 3. SCOPE OF SERVICES

- 3.1 **Basic Services:** "Basic Services" means the services set forth in **Exhibit A**. The Contractor must perform the Basic Services to the Director's satisfaction.
- 3.2 **Additional Services.** Not applicable.

### 4. DESIGN SERVICE REQUIREMENTS

- 4.1 **General:** This Section applies to any design services the Contractor performs as part of the Basic Services or Additional Services.
- 4.2 **Standard Documents:** The Contractor is, or will become, familiar with the City of San Jose, Department of Public Works, Standard Specifications, dated July 1992 (and any amendments thereto), the City of San Jose, Department of Public Works, Standard Details, dated July 1992 (and any amendments thereto), and any other standard documents the City uses to design and implement its capital projects (collectively "Standard Project Documents").
- 4.3 **Use of Standard Documents:** Unless the Director provides prior written approval to the contrary, the final design documents prepared by the Contractor must be based on, and must incorporate, the Standard Project Documents.

### 5. CITY'S CONTRACT MANAGER

The City's contract manager for this Agreement is:

Name: Michael DeLeon	Phone No.: (408) 535-8404
Department: Public Works	E-mail: michael.deleon@sanjoseca.gov
Address: 200 East Santa Clara, 6 <sup>th</sup> Floor, San Jose, California 95113	

The Director can change the above contract manager by giving the Contractor written notice.

### 6. CONTRACTOR'S STAFFING

- 6.1 **Contractor's Contract Manager and Other Staffing:** Identified below are the following: (a) the Contractor's contract manager, and (b) the Contractor(s) and/or employee(s) of the Contractor who will be principally responsible for providing the Basic Services. If any individual identified below is required to file a Statement of Economic Interests, Form 700 ("Form 700"), and the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, the Contractor must comply with the requirements of Subsection 17.2 below.

		<b>Required to File Form 700?</b>		
		<b>Yes Already Filed (Insert Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
<b><u>CONTRACTOR'S Contract Manager</u></b>				
Name: Peter Haase	Phone No. (831) 426 9054	<u>8/24/2018</u>	<u>Yes</u>	

Address: 1525 Seabright Ave Santa Cruz, CA 95062		E-mail: <b><u>phaase@fallcreekengineering.com</u></b>			
<b><u>Other Staffing</u></b>					
<u>Name:</u>		<u>Assignment:</u>			
1. Robyn Cooper		Engineering Director			
2. Carina J. Chen		Senior Associate Engineer			Yes
3. Alicia Sherrin		Associate Engineer		9/4/2018	Yes

**6.2 Contract Manager's Authority:** The Contractor's contract manager is authorized to act on behalf of the Contractor.

**6.3 Staffing Changes:** The Director's prior written approval is required for the Contractor to remove, replace or add to any of its staffing identified in this provision.

## 7. USE OF SUBCONTRACTORS

**7.1 Authority to Use:** Whichever of the following is marked applies to this Agreement:

- The Contractor can **not** use any subcontractors without the Director's prior written approval.
- The Contractor will use the following subcontractors for the specified areas of work. The Contractor can not remove, replace or add to any of the subcontractors identified in this provision without the Director's prior written approval.

Subcontractor's Name	Area of Work
1. Street Group	Structural Engineering
2. Aurum Consulting Engineering	Electrical Engineering
3. Keith Higgins	Traffic Engineering
4. Placeworks	CEQA/Enviormental

**7.2 Subcontractor Work:** the Contractor warrants all services and deliverables provided by any subcontractors it uses, and represents that each such subcontractor is specially trained, experienced, and competent to perform its portion of the work.

**7.3 Subcontractor Compliance:** The Contractor shall place in each Subcontractor agreement the requirement that the Subcontractor and all lower tier subcontractors comply with all the terms and conditions of this Agreement including FEMA obligations in exact form and substance of those contained in Exhibit D.

## 8. INDEPENDENT CONTRACTOR

- 8.1 General:** the Contractor has complete control over its operations and employees, and is an independent contractor. The Contractor is not an agent or employee of the City, and shall not represent or act as the City's agent or employee. The Contractor does not have any rights to retirement benefits or other benefits accruing to City employees, and expressly waives any claim it may have to any such rights.
- 8.2 Subcontractors:** As an independent contractor, the Contractor has complete control over its subcontractors, suppliers, agents and any other person or entity with whom the Contractor contracts in furtherance of this Agreement (collectively "Subcontractors"). Subject to the requirements of Section 7 of this Agreement, the Contractor is solely responsible for selecting, managing and compensating its Subcontractors, and for ensuring they comply with this Agreement.
- 8.3 Indemnity:** The Contractor shall place in each Subcontractor agreement indemnity obligations in favor of the City in the exact form and substance of those contained in Section 11 below.

## 9. STANDARD OF PERFORMANCE

The Contractor represents that it possesses all necessary training, licenses and permits needed to perform the Basic Services. The Contractor represents that its performance of the Basic Services will conform to the standard of practice of the industry that specializes in performing these services of a like nature and complexity.

## 10. COMPENSATION

- 10.1 Cost Plus Fixed Fee:** The City will pay the Contractor for all Basic Services completed in accordance with this Agreement based on actual cost plus a fixed fee.
- 10.2 Maximum Total Compensation:** The maximum compensation the City will pay the Contractor for completing the Basic Services is \$605,188 ("Maximum Total Compensation"). The fixed fee portion of the Maximum Total Compensation is \$54,126 ("Fixed Fee"); the remaining \$551,062 of the Maximum Total Compensation is the maximum amount the City will reimburse the Contractor for actual costs incurred in performing the Basic Services ("Maximum Actual Costs").
- 10.3 Actual Costs:** Actual costs are the cost of labor, employee benefits, equipment rental, overhead and other direct costs incurred by the Contractor in performing the Basic Services. The City will reimburse the Contractor for actual costs in accordance with this Section 10.3.
- 10.3.1 Labor Costs:** Employees of Contractor and its subcontractors will be paid at the hourly rates set forth in the Schedule of Rates and Charges, which is attached as Part II of Exhibit B, entitled "Compensation."
- 10.3.1.1 Premium Pay:** "Premium Pay" is a special pay rate for working during times that are less desirable, such as weekends, holidays or late shifts. The City will not pay Contractor Premium Pay.
- 10.3.1.2 Billing Increments:** Except as otherwise provided in Exhibit B, entitled "Compensation," the Contractor will bill the City in increments of 1/4<sup>th</sup> of an hour. Compensation for a service will be determined by multiplying the applicable increment by the hourly rate applicable to the category of person performing the service. For example, if a Senior Engineer/Project Manager spent 1 hour and 15 minutes completing a service, the compensation for that service would be \$150.55 (1.25 hours x \$150.55).

**10.3.1.3 Lowest Hourly Rate:** The Contractor must bill the City for a service at the hourly rate applicable to the category of persons with the lowest hourly rate who is reasonably capable of performing the service. For example, if a Senior Engineer performs services that a Staff Engineer reasonably could have performed, then the Contractor must use the hourly rate applicable to the Staff Engineer for billing purposes.

**10.3.1.4 Properly Performed Services:** The Contractor is only entitled to payment for services properly performed in accordance with this Agreement, as reasonably determined by the City's Project Manager.

**10.3.2 Prevailing Wages.** For purposes of this Agreement, "construction" has the meaning set forth in California Labor Code Section 1720(a) and includes construction-oriented work performed during the design and preconstruction phases, such as inspection, surveying, drilling, trenching, and excavation ("Construction").

**10.3.2.1 Requirement:** Notwithstanding anything to the contrary in this Agreement, the Contractor and its subcontractors will pay, or cause to be paid, to all workers performing Construction the applicable prevailing wage for such work in accordance with California prevailing wage requirements. The applicable prevailing wage shall be the wage rate established by the State Department of Industrial Relations for the applicable job classification.

**10.3.2.2 Records:** The Contractor shall maintain, or cause to be maintained, all records documenting the payment of prevailing wages, including, but not limited to, certified payroll records conforming to California Labor Code Section 1776. The Contractor shall maintain these records in accordance with the requirements of Subsection 16.1 of this Agreement. The Contractor shall provide to the City, at no cost to the City, a copy of all such records within 10 Business Days of a request for such records by the division of the City responsible for labor compliance.

**10.3.2.3 Subcontractors:** The Contractor shall include these provisions in all Subcontractor agreements involving Construction.

**10.3.3 Reimbursable Expenses:** The City will reimburse the Contractor for expenses in accordance with the following:

Reimbursable Expense Schedule		Mark Up
1.	The actual cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The actual cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Actual telephone and facsimile transmission charges.	No Markup
4.	The actual rental cost of any specialized equipment under the following conditions: a) the equipment is necessary to perform the Basic Services, and b) the City's Contract Manager	No Markup

	<i>preapproves, in writing</i> , the use and cost of such rental.	
5.	Mileage and other travel-related expenses under the following conditions: a) The expense complies with the more restrictive of (i) the requirements applicable to the City's reimbursement of its employees pursuant to the Employee Travel Policy (City Policy Manual, Sections 1.8.2 and 1.8.3) or (ii) any applicable Federal requirements applicable to the reimbursement of travel expenses; and b) The City's Contract Manager <i>preapproves, in writing</i> , the travel-related expense.	No Markup
6.	Any other expenses as set forth in the Schedule of Rates and Charges in Exhibit B.	No Markup

**10.3.4 No Increases:** The City will *not* increase the Schedule of Rates and Charges during the Agreement term.

**10.3.5 Conflict:** In the event of a discrepancy between this Section and the Schedule of Rates and Charges, this Section governs.

**10.3.6 Federal Cost Principles:** The Contractor agrees that, to the best of its knowledge, all direct costs identified in the Agreement are actual, reasonable, allowable, properly allocable to this Agreement, and otherwise comply with the Federal cost principles, including 48 Code of Federal Regulations Part 31, entitled "Contractor Cost Principles and Procedures."

**10.3.7 Milestone Actual Cost Estimates Per Task:** The Compensation Table, attached as Part I of Exhibit B, entitled "Compensation," sets forth the estimated Maximum Actual Cost for each task. The City's Project Manager may modify the estimated Maximum Actual Cost of the various tasks in writing, provided that the total Maximum Actual Cost is not exceeded.

**10.4 Fixed Fee:** In addition to paying the Contractor Reimbursable Actual Costs, the City will pay the Contractor the Fixed Fee in accordance with this provision. The City and Contractor negotiated the Fixed Fee based on the size, complexity, duration, and risk involved in providing the Basic Services.

**10.4.1 Nonadjustable:** The Fixed Fee is nonadjustable for the term of the Agreement. Notwithstanding the foregoing, the Fixed Fee can be adjusted if there is a significant change in the scope of the Basic Services and such adjustment is made by amending the Agreement.

**10.4.2 Payment of Fixed Fee:** The City will pay a percentage of the Fixed Fee upon the completion of the tasks as more specifically stated in the Compensation Table, attached as Part 1 of Exhibit B, entitled Compensation. For purpose of this provision, "completion" means that the Contractor has completed all work for the task in accordance with this Agreement and the City's Project Manager has accepted all such work as being completed. Payment of the Fixed Fee (Profit) is subject to the following additional conditions:

**10.4.2.1 City's Termination of Agreement for Convenience:** If the City terminates this Agreement early for convenience, the City will pay the Contractor the percentage of the Fixed Fee equal to the percentage of work completed as of the date of termination. For example, if on the date of termination the Contractor completed 40 percent of Task A and 75 percent of Task B, the City would pay 40 percent of the Fixed Fee allocated to Task A and 75 percent of the Fixed Fee allocated to Task B.

**10.4.2.2 City's Termination of Task for Convenience:** If the City deletes a task or tasks for convenience, the City will pay the Contractor the percentage of the Fixed Fee equal to the work completed as of the date the City deletes the task. For example, if the City deletes Task A after the Contractor has completed 80 percent of the work on Task A, the City will pay the Contractor 80 percent of the Fixed Fee allocated to Task A.

**10.4.2.3 Delay in Completing a Task:** If completion of a portion of a task is delayed due to no fault of the Contractor, the City's Project Manager can authorize, in writing, the payment of the percentage of the Fixed Fee equal to the percentage of the task completed. For example, if Contractor completes 60 percent of Task A and completion of the remaining 40 percent of the Task is delayed for reasons beyond the Contractor's control, the City's Project Manager can authorize, in writing, the payment to Contractor of 60 percent of the Fixed Fee for Task A.

**10.5 Limitations:** The City will not reimburse the Contractor for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in Exhibit B, entitled "Compensation," unless additional reimbursement is provided for by contract amendment. In no event will the City reimburse the Contractor for overhead costs at a rate that exceeds overhead rates set forth in Exhibit B. In the event, that City determines that a change to the work from that specified in this Agreement is required, the Agreement time and/or actual costs reimbursable by City will be adjusted by contract amendment to accommodate the changed work.

**10.6 Exclusive Compensation:** The Contractor is not entitled to any other fees, markups or other forms of compensation for services performed in accordance with this Agreement.

**10.7 Invoices:** The City will make progress payments monthly in arrears on Basic Services and allowable incurred costs. Each invoice must meet the following minimum requirements:

- Provide line item detail for actual work performed on each task of the Basic Services, including the date and hours of work, the name and title (category/classification) of the person who performed the work, a detailed description of the work the person performed, and a statement as to why a person in a lower pay classification could not have performed the work;
- If the actual time for performing the work exceeded the agreed upon time estimate, explain why the work took longer;
- Separately show each item of actual cost for each item of work, and;
- Provide a detailed explanation of any expenses for which reimbursement is requested, including the written pre-authorization of the City's Project Manager if required by the Agreement for the expense to be reimbursable.

**10.8 Tax Forms Required:** The following are conditions on the City's obligation to process any payment pursuant to this Agreement:

**10.8.1 U.S. Based Person or Entity:** If the Contractor is a U.S. based person or entity, the Contractor acknowledges and agrees that the Contractor is required to provide the City with a properly completed Internal Revenue Service Form W-9 before the City will process payment. If the Contractor is a U.S. based person or entity, but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Contractor acknowledges and agrees that the Contractor is required to provide the City with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income.

**10.8.2 Non-U.S. Based Person or Entity:** If the Contractor is not a U.S. based person or entity, the Contractor acknowledges and agrees that the Contractor is required to provide the City with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before the City will process payment.

## 11. INDEMNIFICATION

**11.1 Obligation:** The Contractor shall defend, indemnify and hold harmless the City and its officers, employees and agents against all claims, losses, damages, injuries, expenses or liabilities that – directly or indirectly, or in whole or in part - arise out of, pertain to, or relate to any of the following:

- The Contractor's negligent performance of all or any part of the Basic Services; or
- Any negligent act or omission, recklessness or willful misconduct of the Contractor, any of its Subcontractors, anyone directly or indirectly employed by either the Contractor or any of its Subcontractors, or anyone that they control; or
- Any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person(s) caused by the City's use of any services, deliverables or other items provided by the Contractor pursuant to the requirements of this Agreement; or
- Breach of this Agreement by the Contractor.

**11.2 Limitation on Obligation:** The obligation in Subsection 11.1 above shall not apply to the extent that any claim, loss, damage, injury, expense or liability results from the sole negligence or willful misconduct of the City or its officers, employees or agents.

**11.3 Duty to Defend:** The Contractor's obligation in Subsection 11.1 above applies to the maximum extent allowed by law and includes defending the City, its officers, employees and agents as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Contractor, at its own expense, shall defend any suit or action that is subject to the obligation in Subsection 11.1 above.

**11.4 Insurance:** The City's acceptance of any insurance in accordance with Section 12 does not relieve the Contractor from its obligations under this Section 11. The Contractor's obligations under this Section 11 apply whether or not the insurance required by the Agreement covers any damages or claims for damages.



- 11.5 **Survival:** The Contractor's obligations under this Section 11 survive the expiration or earlier termination of the Agreement, and is limited in time only by the applicable statute of limitations for bringing a claim or cause of action.
- 11.6 **Release:** Contractor acknowledges that performance of the Basic Services may expose its employees, agents and contractors to inherently dangerous activities and Contractor is voluntarily performing the Basic Services with knowledge of the danger involved.

## 12. INSURANCE REQUIREMENTS

- 12.1 **General:** The Contractor shall comply with the insurance requirements set forth in **Exhibit C** for the Agreement term.
- 12.2 **Documentation:** Before performing any services, the Contractor must submit to the City's designated risk manager ("Risk Manager"), for the Risk Manager's written approval, all documents demonstrating compliance with the requirements of **Exhibit C**.
- 12.3 **Changes:** The Risk Manager may amend or waive, in writing, any of the requirements contained in **Exhibit C**.

## 13. OWNERSHIP OF WORK PRODUCT

- 13.1 **Ownership:** The City owns all rights in and to any of the following work product (including electronic equivalents) without restriction or limitation upon their use, and immediately when and as created by the Contractor or any other person engaged directly or indirectly by the Contractor to perform the Contractor's services pursuant to this Agreement: reports, drawings, plans, data, software, models, documents or other materials developed or discovered (collectively "Work Product").
- 13.2 **Copyright:** To the extent permitted by Title 17 of the United States Code, the Work Product is deemed a work for hire and all copyrights in such Work Product are the property of the City. In the event it is ever determined that any Work Product is not a work for hire under United States law, the Contractor hereby assigns to the City all copyrights to such works when and as created.
- 13.3 **City's Reuse:** Notwithstanding Subsection 13.1, the City's reuse of any Work Product is subject to California business and Professions Code Sections 5536.25, 6735, 6735.3, 6735.4 or 8761.2, whichever is applicable.
- 13.4 **Contractor's Reuse:** With the Director's prior written consent, the Contractor may retain and use copies of the Work Product for reference and as documentation of experience and capabilities.

## 14. DISCLOSURE OF WORK PRODUCT

- 14.1 **Prohibition:** Except as authorized by the Director or as otherwise required by law, the Contractor shall not disclose any of the following to a third party: (a) Work Product, (b) discussions between the City and Contractor, or (c) information prepared, developed or received by the Contractor or any of its Subcontractors in the course of performing services pursuant to this Agreement.
- 14.2 **Notification:** The Contractor will immediately notify the Director if it is requested by a third party to disclose any Work Product, discussions or information that the Contractor is otherwise prohibited from disclosing.

**14.3 Limit on Prohibition:** The prohibition in Subsection 14.1 above does not apply to disclosures between the Contractor and its Subcontractors that are needed to perform the Basic Services.

**14.4 Survival:** This Section 14 survives the expiration or earlier termination of this Agreement.

## 15. AUDIT/INSPECTION OF RECORDS

**15.1 Retention Period:** The Contractor shall retain the following records (collectively "Records") for a minimum of 3 years from the date of the City's final payment to the Contractor under this Agreement or for any longer period required by law:

- All ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to the Contractor's charges for performing services, or to the Contractor's expenditures and disbursements charged to the City; and
- All Work Product and other records evidencing Contractor's performance.

**15.2 Producing Records:** At any time during the Agreement term or during the period of time that the Contractor is required to retain the Records, the City Manager, the Director, the City Attorney, the City Auditor, or a designated representative of any of these officers may request, in writing, production of all or a portion of the Records. The Contractor shall produce the requested Records at City Hall during normal business hours, or at any other location and time mutually agreed upon by the parties. The Contractor shall produce the requested Records at no cost to the City.

**15.3 State Auditor:** In accordance with Government Code Section 8546.7, the Contractor may be subject to audit by the California State Auditor with regard to the Contractor's performance of this Agreement if the compensation under this Agreement exceeds \$10,000.

## 16. NON-DISCRIMINATION/NON-PREFERENCE

**16.1 Prohibition:** The Contractor shall not discriminate against, or grant preferential treatment to, any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

**16.2 Conditions of Prohibition:** The prohibition in Subsection 16.1 is subject to the following conditions:

**16.2.1 Reasonable Accommodation:** The prohibition is not intended to preclude the Contractor from providing a reasonable accommodation to a person with a disability.

**16.2.2 Compliance Reports:** The City's "Compliance Officer", as defined in Section 4.08.020 of the San José Municipal Code, is responsible for administering this Section 16. The Compliance Officer may require the Contractor to file, and cause any Subcontractor to file, reports demonstrating compliance with this Section 16. Any such reports shall be filed in the form and at such times as the Compliance Officer designates. They shall contain such information, data and/or records as the Compliance Officer determines is needed to show compliance with this provision.

**16.2.3 Waiver:** The Compliance Officer may waive any of the requirements of this Section if the Compliance Officer determines that the Contractor has its own

nondiscrimination/nonpreference requirements or is bound in the performance of this Agreement by the nondiscrimination/nonpreference requirements of another governmental agency, and the nondiscrimination/nonpreference provisions of the Contractor or other governmental agency are substantially the same as those imposed by the City.

**16.2.4 Violation:** A violation of the prohibition or any part of this Section 16 constitutes the following: (a) a material breach of this Agreement, (b) a misdemeanor violation of Chapter 4.08 of the San José Municipal Code and (c) a ground for debarment in accordance with Chapter 4.10 of the San José Municipal Code.

**16.3 Subcontracts:** The Contractor shall include Subsections 16.1 and 16.2 of this Agreement in each subcontract that it enters into in furtherance of this Agreement.

**16.4 Fair Practices Act:** The Contractor acknowledges that the funding for the Basic Services to be performed under this Agreement is in whole or in part from the State Government. Contractor agrees to comply with the Fair Practices Act in connection with the performance of work under this Agreement wherein it agrees it will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age or national origin; and it agrees to take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age or national origin, and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

## 17. CONFLICT OF INTEREST

**17.1 General:** The Contractor represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Contractor certifies that, as of the Contract Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. The Contractor shall avoid all conflicts of interest or appearances of conflicts of interest in performing this Agreement. The Contractor has the obligation of determining if the manner in which it performs any part of this Agreement results in a conflict of interest or an appearance of a conflict of interest, and shall immediately notify the City in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest.

**17.2 Filing Form 700:** In accordance with the California Political Reform Act (Government Code Section 81000 et seq.), the Contractor shall cause each person performing services under this Agreement, and identified as having to file a Form 700 to do each of the following:

- Disclose the categories of economic interests in Form 700 as required by the Director;
- Complete and file the Form 700 no later than 30 calendar days after the person begins performing services under this Agreement and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and
- File the original Form 700 with the City's Clerk with a copy submitted to the Director.

**17.3 Future Services:** The Contractor acknowledges each of the following with regard to performing future services for the City:

- The Contractor's performance of the services required by this Agreement may create an actual or appearance of a conflict of interest with regard to the Contractor performing or

participating in the performance of some related **future** services, particularly if the services required by this Agreement comprise one element or aspect of a multi-phase process or project;

- Such an actual or appearance of a conflict of interest would be a ground for the City to disqualify the Contractor from performing or participating in the performance of such future services; and
- The Contractor is solely responsible for considering what potential conflicts of interest, if any, performing the services required by this Agreement might have on its ability to obtain contracts to perform future services.

## 18. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

**18.1 General:** The Contractor shall perform its obligations under the Agreement in conformance with City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single Serving Bottled Water," and City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy."

**18.2 Prohibition of City Funding for Purchase of Single Serving Bottled Water:** The City's policy is that City funds should not be used for the purchase of single-serving bottled water except for any of the following:

- Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services;
- Situations where there is a high risk of cross-contamination with non-potable water; or
- Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water need to be distributed for health and safety reasons.

An invoice seeking reimbursement from City for the cost of single-serving bottled water under one of the above exceptions must be accompanied by a waiver form provided by the City and signed by the Director.

**18.3 Environmentally Preferable Procurement Policy:** The Environmentally Preferable Procurement Policy, along with a brief policy description, is located on the City's website at the following link: <http://www.sanjoseca.gov/?nid=1774>. Environmental procurement policies and activities related to the completion of Contractor's work will include, whenever practicable, but are not limited to:

- The use of recycled and/or recyclable products in daily operations (i.e. 30%, 50%, 100% PCW paper, chlorine process free, triclosan free hand cleaner, etc.);
- The use of Energy-Star Compliant equipment;
- The use of alternative fuel and hybrid vehicles, and implementation of protocols aimed at increasing the efficiency of vehicle operation;
- The implementation of internal waste reduction and reuse protocol(s); and

- Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products.

## 19. TERMINATION

- 19.1 For Convenience:** The Director may terminate this Agreement at any time and for any reason by giving the Contractor written notice of the termination. The written notice must set forth the effective date of the termination, which must be at least 7 Business Days' after the date of the written notice.
- 19.2 For Cause:** The Director may terminate this Agreement immediately upon written notice for any material breach by the Contractor. If the Director terminates the Agreement for cause and obtains the same services from another Contractor at a greater cost, the Contractor is responsible for such excess cost in addition to any other remedies available to the City.

The Contractor may terminate this Agreement immediately upon written notice for City's failure to make payment.

- 19.3 Delivery of Work:** If the Director terminates the Agreement – whether for convenience or for cause – the Director has the option of requiring the Contractor to provide to the City any finished or unfinished Work Product prepared by the Contractor up to the date of Contractor's receipt of the written notice of termination.
- 19.4 Compensation:** The City will pay the Contractor the reasonable value of services satisfactorily rendered by the Contractor to the City up to the date of Contractor's receipt of the written notice of termination. For services to be "satisfactorily rendered," the Director must determine that the Contractor provided them in accordance with the terms and conditions of this Agreement. The Director will determine the reasonable value of satisfactorily rendered services based on the Compensation Table and any Schedule of Rates and Charges attached to this Agreement.
- 19.5 Receipt of Notice:** For purposes of this provision, the Contractor's receipt of the written notice of termination will be determined based on the date of actual receipt or based on Subsection 20.2 below, whichever occurs first.

## 20. NOTICES

- 20.1 Manner of Giving Notice:** All notices and other communications required by this Agreement must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid.
- 20.2 When Effective:** A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is mailed is effective 3 calendar days after deposit in the United States mail.
- 20.3 To Whom Given:** All notices and other communications between the parties regarding the Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City:

Public Works  
Attn: Michael DeLeon  
200 East Santa Clara Street  
San Jose, California 95113  
408-535-8404  
Michael.DeLeon@sanjoseca.gov

To the Contractor:

Fall Creek Engineering, Inc.  
Attn: Peter Haase  
1525 Seabright Ave  
Santa Cruz, California 95062  
(831) 426-9054 x103  
phaase@fallcreekengineering.com

- 20.4 Changing Contact Information:** Either party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other party pursuant to this Section 20.

## 21. MISCELLANEOUS

- 21.1 Gifts Prohibited:** The Contractor represents that it is familiar with Chapter 12.08 of the San José Municipal Code, which generally prohibits a City officer or designated employee from accepting any gift. The Contractor shall not offer any City officer or designated employee any gift prohibited by Chapter 12.08. The Contractor's violation of this Subsection 21.1 is a material breach.
- 21.2 Disqualification of Former Employees:** The Contractor represents that it is familiar with Chapter 12.10 of the City's Municipal Code, which generally prohibits a former City officer and a former designated employee from providing services to the City connected with his/her former duties or official responsibilities. The Contractor shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10. The Contractor's violation of this Subsection 21.2 is a material breach.
- 21.3 Waiver of a Violation:** The City's waiver of any violation of this Agreement by the Contractor is not a waiver of any other violation by the Contractor.
- 21.4 Acceptance of Services Not a Waiver:** The City's acceptance of any service or deliverable is not a waiver or release of any professional duty of care applicable to such service or deliverable, or of any right of indemnification, any insurance requirements, or any other term or condition of this Agreement.
- 21.5 Compliance with Laws:** The Contractor shall perform all services consistent with all applicable federal, state and local laws, ordinances, codes and regulations. This obligation is not limited in any way by the Contractor's obligation to comply with any specific law, ordinance, code or regulation set forth elsewhere in this Agreement.
- 21.6 Business Tax:** The Contractor represents and warrants that it currently has a City business tax certificate or exemption, if qualified, and will maintain such certificate or exemption for the Agreement term.

- 21.7 Assignability:** Except to the extent this Agreement authorizes the Contractor to use subcontractors, the Contractor shall not assign any part of this Agreement without the Director's prior written consent. The Director, at the Director's discretion, may void this Agreement if a violation of this provision occurs.
- 21.8 Governing Law:** California law governs the interpretation and performance of this Agreement.
- 21.9 Disputes:** Any litigation resulting from this Agreement will be filed and resolved by a federal or state court in California.
- 21.10 Survival of Provisions:** If a court finds any part of this Agreement unenforceable, all other parts shall remain enforceable.
- 21.11 Headings:** The section and exhibit headings are for convenience only and are not to be used in its construction.
- 21.12 Acknowledgement and Exhibits:** This is an acknowledgement that Federal Emergency Management Agency (FEMA) financial assistance will be used to fund the Agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. Additional terms and conditions required by the state and/or federal government are attached in these Exhibits. Contractor shall comply with all the terms and conditions in the Exhibits. To the extent there is a conflict between the provisions of this Agreement, the most stringent requirements shall apply.

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**IN WITNESS WHEREOF**, the City and Contractor have caused this Agreement to be executed by their respective duly authorized representatives as follows.

**NOTE:** The Contractor must make one of the following representations by placing its initials in the space provided. **The City will not process this Agreement unless the Contractor has initialed one of the provisions.**

\_\_\_\_ Contractor certifies that the Contractor has a permanent place of business in California or is registered with the California Secretary of State to do business in California. The Contractor will file a California tax return and withhold on payments of California source income to nonresidents when required. If the Contractor ceases to have a permanent place of business in California or ceases to do any of the above, the Contractor will promptly notify the City at the address specified in Subsection 20.3 of this Agreement.

Or

\_\_\_\_ If the Contractor is unable to make the above certification, the Contractor acknowledges and agrees to provide the City with the applicable tax forms issued by the Internal Revenue Service and California Franchise Tax Board, as applicable, as specified in Section 10.8 of this Agreement.

**City of San José**

**Contractor**

By \_\_\_\_\_

By \_\_\_\_\_

Name: Toni J. Taber, CMC

Date

Name:

Date

Title: City Clerk

Title: President / CEO

**Approval as to Form (City Attorney):**

**Approved as to Form:**

\_\_\_\_\_

[Sr.] Deputy City Attorney

Date



## EXHIBIT A: SCOPE OF BASIC SERVICES

(8831 – FEMA – JFG KOI PONDS AND PUMP HOUSE (SCSJE81/PW1051))

The Contractor shall provide services and deliverables as set forth in this **Exhibit A**. The Contractor shall provide all services and deliverables required by this **Exhibit A** to the satisfaction of the Director.

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**Problem Definition and General Description of Project:** During the severe storms in February 2017, Coyote Creek overflowed and entered Kelley Park and the Japanese Friendship Garden, depositing debris, and silt throughout the area. The Japanese Friendship Garden, covers a large landscaped area and contains three large koi ponds (“Koi Pond”) whose water is regulated by a pump and filtration system (“pump house”). The Koi Pond equipment is stored in a metal 20’ x 17’-4” structure called the Pump House. The Koi Ponds cover an area approximately 37,600 sf and contain approximately 422,000 gallons of water with a circulation flow rate of 1,500 gallons per minute. Flood waters at the Pump House reached a height of approximately seven feet submerging the Koi Pond filtration system and all pumps and controllers.

The General Scope of Work of the CONTRACTOR shall include, but is not limited to, the following:

- Testing of the pump house mechanical and electrical systems, with detailed report outlining equipment damage and any need for replacement or repairs. See Exhibit A.2 for equipment list.
- Analysis of Koi Pond structures and pump house with detailed report outlining damage, if any.
- Provide required design work and preparation of contract documents for mitigating the damages found through testing and inspection.
- Develop conceptual design(s) for ‘future mitigation’ which would prevent flood waters from damaging existing facility.
- If conceptual design is approved by FEMA, consultant to proceed with preparation of contract documents.

### Task No. 1: Project Management

- A. Services:** CONTRACTOR shall designate a Project Manager, acceptable by the CITY, who shall be responsible for initiating the work, implementing the project management procedures and controls, and maintaining effective communications among the CONTRACTOR, CITY, and other agencies and organizations involved. The working interface between the CONTRACTOR and the CITY shall be defined by the following:

Subtask 1.1. Provide Project Management throughout the execution of the PROJECT to ensure that the project is on track and resources are being appropriately utilized.

Subtask 1.2. Furnish monthly Engineering Progress Reports based on the project schedule. The Engineering Progress Reports shall include the following with the monthly invoice:

- a. A narrative report of specific milestones accomplished during the reporting period, problems encountered or anticipated, future goals or tasks to be scheduled for the next reporting period, and review dates and results of quality control programs, technical evaluations, and inspections related to the design or construction of the PROJECT.
- b. A cost report that shows, for each task, the current period and cumulative expenditures to date, the estimated cost to completion, the approved budget, and a comparison of the latter two to show variation.

Subtask 1.3. Provide to the City, administrative assistance with FEMA documentation and support throughout all project phases from preliminary site damage analysis or field investigation to project completion/close out.

Subtask 1.4. Quality Assurance (QA) shall be ongoing throughout the PROJECT. CONTRACTOR shall assign a Quality Assurance Manager (QAM), who shall have specialized experience in the structural design and construction. A technical memorandum report, design or other deliverable is a QA milestone triggering action.

Subtask 1.5. Manage and monitor the design review process throughout the project design (initial site assessment, preliminary design, 35%, 65%, 95%, and final design submittals); and ensure closing/following through comments and decisions at each design milestone prior to proceeding to the next one.

Subtask 1.6. Provide ongoing project coordination with various agencies and utility companies that may be encountered as part of the proposed improvements.

**B. Deliverables:** CONTRACTOR shall provide the following:

- Kick-off meeting agenda and minutes.
- Invoices and financial updates.
- Project Schedule in Critical Path Method that lists deliverable dates.
- Routine communication via email, meeting minutes
- Engineering Progress Reports
- Field Visits
- Utility Coordination
- Progress Meetings/Conference Call: A minimum of one meeting/conference call per month
- Project Design Meetings: A minimum of one meeting at the completion of each design task
- All the deliverables required under each specific task, including Reports on Findings, Geotechnical Investigation and Recommendations, Topographic Survey, Technical Memoranda with Recommendations, Preliminary Designs, 35% Design Submittal, 65% Design Submittal, 95% Design Submittal, 100% Final Construction Contract Documents, Public Outreach materials, and other deliverables required during project bidding, project construction, and project closeout.
- Analysis and recommendations on any potential claims
- Draft final project report
- Other FEMA documentation during construction and project close out as required by FEMA of the CITY

**C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before Project Acceptance.

## Task No. 2: Testing of Pump House Mechanical and Electrical Systems

- A. Services:** CONTRACTOR shall conduct a review of the pump house mechanical equipment and evaluate the electrical equipment (see Exhibit A.2 Equipment List). CONTRACTOR shall prepare a draft and final assessment report. CONTRACTOR shall:

Subtask 2.1. Conduct initial site visit to inspect the condition of the pump house and equipment. Inspection shall include an evaluation of the need for contamination abatement.

Subtask 2.2. Test of pump house mechanical and electrical systems. This testing shall also include an evaluation of the existing PG&E transformer and backup pump for functionality.

Subtask 2.3. Prepare a draft technical assessment report on the condition and required repairs of the existing mechanical and electrical equipment. The report shall be detailed in nature and outline the extent of equipment damage and any need for the removal, replacement, and/or refurbishment of parts. The report shall describe what engineering design and construction work will be required to mitigate the flood damages including recommendations for contamination abatement, if deemed necessary. The report shall also include an evaluation of the existing PG&E transformer as well as the backup pump.

Subtask 2.4. Prepare final technical assessment report.

- B. Deliverables:** CONTRACTOR shall provide the following:

1. Draft Technical Assessment Report
2. Final Technical Assessment Report

- C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before the start of the 35% Design Plans and Specifications, or fifty (50) Business Days after receipt of the Notice to Proceed (NTP) for this Agreement, whichever is sooner.

## Task No. 3: Analysis of Koi Pond Structures and Pump House

- A. Services:** CONTRACTOR shall provide an assessment of civil, mechanical and structural engineering related impacts to the Koi Pond Structures, Pump House, and related appurtenances. CONTRACTOR shall prepare a detailed technical report of findings and recommendations. CONTRACTOR shall:

Subtask 3.1. Conduct initial site visit to inspect the condition of the koi pond structures and pumps, and evaluate civil, mechanical and structure impacts to the Koi Pond Structures, Pump House, and related appurtenances. Inspection shall include an evaluation of the need for contamination abatement.

Subtask 3.2. Test pumping equipment for functionality.

Subtask 3.3. Prepare a draft technical assessment report on the condition and required repairs of the pond and related equipment to restore to full functionality. The report shall be detailed in nature and outline the extent of damage. The report shall describe what engineering design and construction work will be required to mitigate the flood damages including recommendations for contamination abatement, if deemed necessary. The report shall include analysis and recommendations regarding any building and/or structure rehabilitation/reconstruction necessary.

Subtask 3.4. Prepare final technical assessment report.

**B. Deliverables:** CONTRACTOR shall provide the following:

1. Draft Technical Assessment Report
2. Final Technical Assessment Report

**C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before the start of the 35% Design Plans and Specifications, or fifty (50) Business Days after receipt of the Notice to Proceed (NTP) for this Agreement, whichever is sooner.

**Task No. 4: Develop Conceptual Design(s) for 'Future Mitigation'**

**A. Services:** CONTRACTOR shall prepare a conceptual design(s) for 'future mitigation' to prevent future flood related damages to the existing facility. If conceptual design is approved by FEMA and upon written authorization in advance from City's Project Manager, CONTRACTOR will proceed with preparation of the design documents. CONTRACTOR shall:

Subtask 4.1. Prepare draft conceptual plans for "future mitigation" to prevent flood related damages to the existing facilities.

Subtask 4.2. Prepare final conceptual plans for "future mitigation" to prevent flood related damages to the existing facility.

**B. Deliverables:** CONTRACTOR shall provide the following:

1. Draft Conceptual Plans
2. Final Conceptual Plans

**C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 25 Business Days from Completion of Task 2 & 3.

**Upon completion of Task 4, the City shall re-evaluate subsequent tasks listed in Exhibit A: Scope of Basic Services and associated compensation amounts listed in Exhibit B: Compensation. Depending on the extent of the scope of work identified in Task 1 through Task 4, the City has the ability to modify the compensation amounts for subsequent Tasks listed in Exhibit B: Compensation. Additionally, if it is determined that subsequent Tasks are no longer appropriate, said Tasks may be eliminated from Exhibit A: Scope of Basic Services and, therefore, Exhibit B: Compensation.**

**Task No. 5: Topographic Survey**

**A. Services:** If conceptual design prepared in Task 4 is approved by FEMA and upon written authorization in advance from City's Project Manager, CONTRACTOR to proceed with Topographic Survey of project site. CONTRACTOR will provide topographic surveying services for the project. These services will include the following:

CONTRACTOR shall develop a site topographic map for use in the development of project plans, creek geomorphic studies, and for inclusion in permit applications. The CONTRACTOR will set ground control in the area of the planned work for use during construction of repairs. The

topographic survey will be completed by the Contractor. Upon written authorization in advance from City's Project Manager, the CONTRACTOR will conduct a topographic survey of the impacted stream corridor. The site topographic map will be supplemented with topography of the park.

**B. Deliverables:** CONTRACTOR shall provide the following:

1. Two (2) 22" x 34" PDF and hard copies of the Topographic Survey.
2. One (1) DWG file in AutoCAD Civil 3D 2018 format containing all planimetric and topographic data including notation of horizontal and vertical datums referenced, table of survey control, surface contours, spot elevations, cross-sections, alignment, trees, structures, invert information, walkways, fences, roadways, and utility information.

**C. Completion Time:** The CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 25 Business Days from Receipt of Topographic Survey written authorization to proceed.

**Task No. 6: Geotechnical Investigation**

**A. Services:** If conceptual design prepared in Task 4 is approved by FEMA and upon written authorization in advance from City's Project Manager, CONTRACTOR to proceed with Geotechnical Investigation of project site. CONTRACTOR will provide geotechnical investigation services for the project. These services will include the following:

Subtask 6.1. Review Documents. CONTRACTOR will review available existing documents related to the site geology, development history, and geotechnical conditions. The documents to be reviewed will include but not be limited to:

- a. Published soil and geologic maps
- b. Review selected historical stereo-paired aerial photographs
- c. Existing geotechnical reports from any adjacent improvements
- d. As-built plans

Subtask 6.2. Geologic Mapping & Mark for USA. The topographic survey completed as part of Task 5 will be utilized to map in pertinent geologic and surface features. The field geologic map will be prepared by the CONTRACTOR and used as the basis for determining locations and depths of subsurface explorations.

Clearance of underground utilities will be accomplished through Underground Service Alert (USA). The project site will be marked at the time of the geologic mapping.

Subtask 6.3. Subsurface Exploration. A subsurface exploration program will be undertaken to obtain information needed to characterize the geologic and geotechnical conditions in the vicinity of the repair area. It is anticipated that one day of drilling and sampling will be needed in order to complete two borings in the vicinity of the 'future mitigation'. Prior to any drilling or excavation on site, CONTRACTOR shall ensure compliance with all environmental and permitting requirements, and conduct utility locating.

The borings will be drilled using a track/truck rig and/or portable Minute Man drilling rig to approximately 20 feet in depth below the ground surface or until drilling refusal. Soil and rock samples will be obtained for testing using Standard Penetration Test (SPT) and Modified California samplers. The borings will be logged in the field by an engineer or geologist from our office. The borings will be sealed in accordance with Santa Clara Valley Water District requirements. It is assumed that all cuttings will be drummed and disposed of off-site. If it is acceptable to spread the cutting across the site this item can be removed from the scope.

Subtask 6.4. Laboratory Testing. Soil and rock samples retrieved from the borings will be reviewed and classified in accordance with the Unified Soil Classification System. Selected samples will be tested in CE&G's geotechnical laboratory. Anticipated testing will include index properties such as soil/rock strength, in situ moisture and density, and Atterberg Limits.

The project will not address the potential presence of any hazardous materials at the site.

Subtask 6.5. Geotechnical Analysis. Geotechnical analyses will be completed to develop 'future mitigation' design parameters, provide soil strength parameters, and calculate lateral earth pressures as warranted.

Subtask 6.6. Geotechnical Report. Once the subsurface exploration is complete, geotechnical design recommendations for repair will be formalized in a geotechnical report. We anticipate the report will include the following:

- Introduction including site location, description, and purpose of the investigation;
- A summary of the information for the vicinity of the proposed repair compiled from previous reports in our files;
- Description of the local and site specific geology and a description of the soil, bedrock, and groundwater conditions;
- Findings and recommendations pertaining to surface and subsurface drainage conditions at the site to mitigate potential adverse impacts on the performance of the 'future mitigation';
- Boring logs and test results from the exploration program; and
- Findings and geotechnical recommendations pertaining to the design parameters for the planned project.
- Identification of landslide or erosion hazards and recommendations for restoration of disturbed slope area.

The report will likely be made available to contractors during the bidding phase of the project and will serve as the geotechnical baseline for potential changed conditions claims. The report will be issued in draft format, and will be finalized after review by the CITY.

**B. Deliverables:** CONTRACTOR shall provide the following:

1. Draft Geotechnical Investigation Report, including conceptual drawings, sketches, and schematics as required.
2. Final Geotechnical Investigation Report, including conceptual drawings, sketches, and schematics as required. Final Geotechnical Investigation Report shall be signed, dated, and stamped by CONTRACTOR and the Geotechnical Engineer.

**C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 25 Business Days from Receipt of Geotechnical Investigation written authorization to proceed.

#### **Task No. 7: Plans, Specifications, and Estimate – 35% Design Submittal**

**A. Services:** CONTRACTOR shall develop the 35% Design Submittal and shall prepare the 35% Plans and Specifications based on the results of the technical assessment reports and recommendations completed in the previous tasks. CONTRACTOR shall design repairs and improvements for the Koi Pond Structures, Pump House, and related appurtenances in conformance with regulations established by the State of California, FEMA, and Federal Government. The purpose of the 35% Design Submittal is to provide the City with a clear and complete picture of construction of all major and critical project components. The 35% Design Submittal shall include sufficient layouts and dimensions to capture the general magnitude of construction, major project components, magnitude of construction cost and schedule, and to help identify any major potential project risks or design flaws (i.e. constructability, utility conflicts, and environmental and permitting concerns). The 35% Design Submittal shall include sufficient layouts, dimensions and details to show clearly the scope of all major and critical project components, and to provide cost and schedule estimates of the project construction.

CONTRACTOR shall:

Subtask 7.1. Prepare the 35% Plans. Plans shall be developed using AutoCAD Civil 3D and shall show all necessary work for the removal, disposal and replacement and/or refurbishment of electrical and mechanical equipment components based off CONTRACTOR's assessment report. Additionally, plans shall show all necessary building and structure rehabilitation/reconstruction, if necessary, based off CONTRACTOR's assessment report. Plans shall include the entirety of the repair footprint. The total number of sheets shall be based on the repair method proposed. Plans shall include, but not be limited to:

- a. Cover sheet and General Notes, Legends and Detail sheet
- b. Site Plan Sheets to scale
- c. Improvement Plan sheets to scale with accompanying general details (showing proposed improvements, plus other proposed design and pertinent features)
- d. Major utility conflicts and resolutions, if any.
- e. Major environmental and permitting concerns and resolutions, if any.
- f. Erosion Control sheets showing recommendations for surrounding area during the duration of the project construction phase.

Subtask 7.2. Prepare the 35% Specifications. The 35% Specifications shall include a general outline and measurement and payment methods and shall conform to City of San Jose and Caltrans format.

Subtask 7.3. Provide a preliminary Opinion of Probable Construction Costs (OPCC) for the project. OPCCs shall be based on Caltrans guidelines.

Subtask 7.4. Prepare Proposed Construction Schedule and Duration.

Subtask 7.5. Coordinate with franchised utilities to relocate utility facilities affected by the construction of improvements. This scope is limited to coordination and excludes design and details of any utility relocation.

Subtask 7.6. Perform Quality Assurance / Quality Control (QA/QC) on deliverables to CITY in accordance with CONTRACTOR's standard requirements. This will consist of submittals reviewed at preliminary investigation level and assurance that review recommendations are addressed.

**If conceptual design prepared in Task 4 is approved by FEMA and upon written authorization in advance from City's Project Manager, CONTRACTOR will proceed with preparing Plans, Specifications, and Estimate – 35% Design Submittal associated with the 'Future Mitigation'. Note: CONTRACTOR must incorporate Plans, Specifications, and Estimate associated with the 'Future Mitigation' into Plans, Specifications, and Estimate prepared in Subtask 7.1 through Subtask 7.4.**

Subtask 7.7. Prepare the 35% Plans associated with the 'Future Mitigation'. Incorporate Plans prepared as part of Subtask 7.7 into Subtask 7.1. Plans shall be developed using AutoCAD Civil 3D and shall show all necessary work for the removal, disposal and replacement and/or refurbishment of electrical and mechanical equipment components based off CONTRACTOR's assessment report. Additionally, plans shall show all necessary building and structure rehabilitation/reconstruction, if necessary, based off CONTRACTOR's assessment report. Plans shall include the entirety of the repair footprint. The total number of sheets shall be based on the repair method proposed. Plans shall include, but not be limited to:

- a. Cover sheet and General Notes, Legends and Detail sheet
- b. Site Plan Sheets to scale
- c. Improvement Plan sheets to scale with accompanying general details (showing proposed improvements, plus other proposed design and pertinent features)
- d. Major utility conflicts and resolutions, if any.
- e. Major environmental and permitting concerns and resolutions, if any.
- f. Erosion Control sheets showing recommendations for surrounding area during the duration of the project construction phase.

Subtask 7.8. Prepare the 35% Specifications associated with the 'Future Mitigation'. Incorporate Specifications prepared as part of Subtask 7.8 into Subtask 7.2. The 35% Specifications shall include a general outline and measurement and payment methods and shall conform to City of San Jose and Caltrans format.

Subtask 7.9. Provide a preliminary Opinion of Probable Construction Costs (OPCC) associated with the 'Future Mitigation'. Incorporate OPCC prepared as part of Subtask 7.9 into Subtask 7.3. OPCCs shall be based on Caltrans guidelines.

Subtask 7.10. Prepare Proposed Construction Schedule and Duration associated with the 'Future Mitigation'. Incorporate Schedule prepared as part of Subtask 7.10 into Subtask 7.4.



Subtask 7.11. Coordinate with franchised utilities to relocate utility facilities affected by the construction of improvements associated with the 'Future Mitigation'. This scope is limited to coordination and excludes design and details of any utility relocation.

Subtask 7.12. Perform Quality Assurance / Quality Control (QA/QC) on deliverables associated with the 'Future Mitigation' to CITY in accordance with CONTRACTOR's standard requirements. This will consist of submittals reviewed at preliminary investigation level and assurance that review recommendations are addressed.

**B. Deliverables:** CONTRACTOR shall provide the following:

1. A copy of the 35% Plans in AUTOCAD and PDF that include all the drawing sheets required under this task.
2. Six (6) 11"x17" hard copies, and Two (2) 22"x34" hard copies of the 35% Plans.
3. A copy of the 35% Specifications in Microsoft Word and PDF.
4. A copy of the OPCC in PDF.
5. A copy of the Project Schedule and Duration in Microsoft Project and PDF.
6. Documentation of any coordination or correspondence with franchised utilities in PDF within 3 business days of occurrence related to the 35% design decisions.
7. Documentation of any coordination or correspondence with FEMA and regulatory agencies in PDF within 3 business days of occurrence related to the 35% design decisions.

**C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 25 Business Days from Receipt of 35% Design Phase written authorization to proceed.

**Task No. 8: Environmental Review and Permitting**

The services in this task are premised on a number of stated assumptions. If any of the stated assumptions are incorrect, the CONTRACTOR shall not proceed with the effected service(s) without first meeting and conferring with the City on how to proceed.

- A. Services:** If conceptual design prepared in Task 4 is approved by FEMA, CONTRACTOR will proceed with Environmental Review and Permitting Task. CONTRACTOR shall complete a hydrologic and hydraulic (H&H) analysis to assess the potential environmental impacts associated with any proposed flood proofing or flood mitigation measures. The CONTRACTOR will assess what hydrologic impact (i.e. encroachment) in the floodway may occur as a result of the projects. If required, the CONTRACTOR will prepare a hydraulic model of the impacted stream section using the US Army Corps of Engineer's HEC-RAS computer model. The hydraulic analysis will be performed to analyze and quantify the potential impacts and to develop mitigation measures to minimize any environmental/hydrologic impacts resulting from the project. The CONTRACTOR shall also assist the City with any required environmental permitting requirements related to work completed in the riparian corridor.

Based on the location of the project activity and the small area of effect, CONTRACTOR believes the project is unlikely to result in adverse effects to environmental resources, and as such, will qualify as a Categorical Excluded Action under NEPA. The proposed scope of work includes the preparation of a Record of Environmental Consideration (REC) and supporting technical documents that we assume will be required, as described below. CONTRACTOR assumes that an analysis and brief technical memorandum for biological resources and a standard cultural

resources analysis will suffice. Because the project will not include any work within the bed or channel of Coyote Creek, it is assumed that a U.S. Army Corps of Engineers (USACE) Section 404 permit or a Regional Water Quality Control Board (RWQCB) Section 401 certification will not be required, nor is it anticipated that there will be impacts to federally-listed species under the jurisdiction of U.S. Fish and Wildlife Service (USFWS) or National Marine Fisheries Service (NMFS). The riparian zone of Coyote Creek will need to be identified to determine whether or not work occurring in the vicinity will require a California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement (SAA), especially if there is any vegetation removal or trimming. In CONTRACTOR's role in supporting environmental review, CONTRACTOR shall coordinate with the regulatory agencies and obtain all necessary permits and regulatory approvals for the project within the constraints of the assumptions outlined above and below, coordinate with CALOES, FEMA, review FEMA documents, and provide any required supporting documentation, for the completion of the CEQA and NEPA environmental documents, write a memo analyzing water quality, BMPs and other supporting information in support of the hydrologic analysis (to be prepared by FCE) and monitor and assess schedule risk if Environmental and Permitting work becomes a critical path schedule task.

CONTRACTOR shall:

Subtask 8.1. Complete a Hydrologic and Hydraulic Analysis of the propose flood proofing and mitigation project, which will include:

- a. Development of a hydraulic model using the US Army Corps HEC-RAS model to assess potential hydrologic impacts to flood flows;
- b. Identification of potential mitigation measures;
- c. Preparation of a technical study report.

Subtask 8.2. CONTRACTOR shall prepare the Notice of Exemption and supporting memorandum on behalf of the City. The project is exempt per CEQA Guidelines Section 15269 as the project involves repair to damaged property that resulted from a natural disaster for which a state of emergency has proclaimed.

Subtask 8.3. CONTRACTOR will complete a REC for Categorical Excluded Actions to provide a record that the potential for impacts to the quality of the human environment has been considered in the decision to implement the proposed action, in accordance with NEPA and U.S. Department of Homeland Security Directive 023-01 and Instruction Manual 023-01-001-01. Where possible and appropriate, CONTRACTOR will quantify potential adverse effects on the human environment; otherwise, CONTRACTOR will describe those potential adverse effects qualitatively. In either case, CONTRACTOR will provide evidence that the potential adverse effect would not be considered significant under NEPA. In addition to the analysis of biological and cultural resources described below, CONTRACTOR will evaluate potential adverse effects on public health and safety and environmentally sensitive areas. CONTRACTOR will also discuss project compliance with applicable Federal, State, and local laws. The evaluation of potential adverse effects will include an assessment of both the proposed action individually and the proposed action in conjunction with other cumulative actions.

Subtask 8.4. CONTRACTOR will conduct a biological resources adverse effects analysis to address question 8(B) of Appendix C (REC) of the NEPA Instruction Manual 023-01-001-01, Revision 01. The biological work will include a review of all pertinent background information, existing reports and biological resources databases to compile all existing information on biological resources at, and in the vicinity of the proposed work areas. CONTRACTOR will also conduct a biological resources reconnaissance survey to document the vegetation communities and habitats present within the proposed work areas. Based on the information compiled in the background review and collected during the reconnaissance survey, CONTRACTOR will conduct an impacts analysis and prepare a technical memorandum. The

technical memorandum will outline the proposed project activity, detail the methods used in the evaluation, report a summary of the results from the background review and site visit, provide an analysis of the potential adverse effects to sensitive biological resources and provide recommendations for any avoidance and minimization measures that could reduce significant effects. If preliminary assumptions regarding level of impacts require modifications, or if the proposed action will result in potentially adverse effects to federally-listed species, additional permitting could be required. The proposed technical memorandum as described above would be insufficient to support Clean Water Act (CWA) or Endangered Species Act (ESA) permitting. Should permitting and additional technical analysis be necessary, Contractor shall notify the City and shall not perform the additional work without the advance authorization by the City in writing.

Subtask includes the following:

- a. Review all pertinent background information, existing reports and biological resources databases and consult with FEMA and Santa Clara Valley Habitat Agency (SCVHA) and Habitat Plan
- b. Conduct a biological resources reconnaissance survey
- c. Prepare biological technical report and other documentation as required by SCVHA/FEMA

Subtask 8.5. CONTRACTOR shall identify the exact location of the Coyote Creek riparian zone in the vicinity of the work proposed in order to determine whether or not a CDFW SAA will be required. If required, CONTRACTOR will prepare a CDFW SAA permit application and support agency consultation in the process of securing a SAA from CDFW for the proposed action. Based on the anticipated low level of disturbance and impacts to jurisdictional features, CONTRACTOR is assuming that CDFW will not require compensatory mitigation or the preparation of a Habitat Mitigation and Monitoring Plan (HMMP), and that mitigation would be limited to standard construction-phase BMPs. If preliminary assumptions regarding level of impacts to Coyote Creek require modifications, CDFW may require additional technical analysis, compensatory mitigation, and/or the preparation of a HMMP. Should the additional work be required, Contractor shall notify the City and shall not perform the additional work without the advance authorization by the City in writing.

Subtask includes the following:

- a. Identify location of the Coyote Creek riparian zone in vicinity of proposed work
- b. If required, prepare a California Department of Fish and Wildlife (CDFW) SAA permit application and support agency consultation
- c. If required by CDFW and directed by the City, perform jurisdictional delineation
- d. If required by CDFW and other regulatory agencies and directed by the City, prepare additional technical analysis, compensatory mitigation, and/or prepare a Habitat Mitigation and Monitoring Plan (HMMP)

Subtask 8.6. If required as part of the NEPA application process, CONTRACTOR shall conduct a cultural resources study in accordance with the requirements of Section 106 of the National Historic Preservation Act (NHPA). This study will include the preparation of an Area of Potential Effects (APE) map, a records search for the APE and a 0.5-mile radius conducted at the Northwest Information Center (NWIC), a Sacred Lands File search with the Native American Heritage Commission, mailing of letters to Native Americans and local historical groups in accordance with Section 106, and a pedestrian survey of the APE. If other cultural resources are identified during the records search or survey, CONTRACTOR will request a budget augmentation to address those resources. Upon completion of the technical study, CONTRACTOR will submit one electronic copy of the draft cultural resource study,

including copies of applicable reference materials, in PDF and/or Word format(s). We will also assist FEMA in drafting a letter requesting concurrence from the SHPO with the anticipated finding that the project would not adversely affect historic properties.

Subtask 8.7. CONTRACTOR will assess the potential impacts the project would have on water quality, such as during construction and post construction activities. The analysis is qualitative and identifies what potential impacts could occur as result of the project and what measures will be taken to reduce the impacts to less than a significant impact. The primary water quality impacts would be related to erosion and sedimentation and from hydraulic fluid or fuel from heavy vehicles. CONTRACTOR will outline what measures should be in place to mitigate potential impacts.

Subtask 8.8. Assist the City to prepare permit applications, meet with regulatory agencies and secure permitting for the project with the City of San Jose Fire Department, City of San Jose Structural Engineering/Code Inspection (SECI) group, the Bay Area Air Quality Management District (BAAQMD) and USACE, if required.

Subtask 8.9. Coordinate and communicate with the project team to ensure that City policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the environmental documents; ensuring that the environmental review process satisfies the statutes and guidelines of CEQA and the City's CEQA procedures, if applicable; and attend public meetings and project progress meetings as they relate to environmental review, if requested by the City.

**CONTRACTOR may not proceed with any specific work under Task 8 unless it is authorized in advance from the City's Project Manager in writing.**

**B. Deliverables:** CONTRACTOR shall provide the following:

1. Hydrologic and Hydraulic Analysis in Microsoft Word and PDF.
2. CEQA Notice of Exemption and Supporting Documentation.
3. Record of Environmental Consideration (REC) for NEPA Categorically Excluded Actions, including other regulatory and/or supporting documentation for FEMA's preparation of NEPA environmental documents
4. Biological technical report for SCVHA/FEMA, and other documentation as required by SCVHA/FEMA
5. California Department of Fish and Wildlife (CDFW) SAA permit application
6. Additional technical analysis, compensatory mitigation, and/or prepare a Habitat Mitigation and Monitoring Plan (HMMP) if required and directed by the City.
7. Cultural resources study if required and directed by the City.
8. Water Quality Analysis Technical Memorandum.
9. A copy of the technical reports and permit applications in Microsoft Word and PDF.

**C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 60 Business Days from Receipt of 35% Design Phase written authorization to proceed.

## Task No. 9: Plans, Specifications, and Estimate – 65% Design Submittal

- A. Services:** CONTRACTOR shall develop the 65% Design Submittal and shall prepare the 65% Plans and Specifications based on the results of the 35% Design Submittal, the City's review and comments, and any decisions made. The 65% Design Submittal shall be a fairly complete set of construction contract documents that would be almost biddable and buildable. It should provide the City with a clear and complete picture of the entire project scope, cost, and schedule of project construction. The 65% Design Submittal shall have captured/resolved all previously made design comments/decisions, and resolved all remaining potential project risks (i.e. constructability, utility conflicts, and environmental and permitting concerns). The 65% Design Submittal shall include complete layouts, dimensions and details to show clearly the entire scope, cost, and schedule of the project construction.

CONTRACTOR shall:

Subtask 9.1. Prepare the 65% Plans. The 65% Plans shall be a further development from the 35% Plans, and shall include complete layout and details of the repairs and improvements for the Koi Pond Structures, Pump House, and related appurtenances, erosion control measures, and all pertinent project components. The 65% Plans shall include, but not be limited to:

- a. Cover sheet and General Notes, Legends and Detail sheet
- b. Site Plan sheets to scale
- c. Improvement Plan sheets to scale showing the complete work with complete details
- d. Site Access and Traffic Control Plans and Details
- e. Special details and sections of the entire project scope
- f. Erosion Control sheets showing recommendations for surrounding area during the duration of the project construction phase.
- g. Remaining utility conflicts and resolutions, if any
- h. Remaining environmental and permitting concerns and resolutions, if any

Subtask 9.2. Prepare the 65% Specifications. The 65% Specifications shall be a further development from the 35% Specifications, shall include specifications for major design components and shall conform to City of San Jose and Caltrans format. The 65% Specifications shall include the draft specifications of all design components shown in the 65% Plans. The 65% Specification shall specify fully the construction materials, detailed methods and procedures, complete quantities, and measurement and payment methods. The 65% Specifications shall include the complete specifications of the entire project construction.

Subtask 9.3. Incorporate the City's front end specifications (to be prepared by City) into the 65% Specifications.

Subtask 9.4. Prepare the Engineer's Estimate and the Schedule of Quantities.

Subtask 9.5. Prepare further refined Project Construction Schedule and Duration.

Subtask 9.6. Coordinate with franchised utilities to relocate utility facilities affected by the construction of improvements. This scope is limited to coordination and excludes design and details of any utility relocation. Any communication or coordination with franchised utilities must be documented and submitted to the CITY in PDF within 3 business days of occurrence.

Subtask 9.7. Coordinate and resolve with regulatory agencies any remaining environmental-related design conflicts.

Subtask 9.8. Perform Quality Assurance / Quality Control (QA/QC) on deliverables to CITY in accordance with CONTRACTOR's standard requirements. This will consist of submittals reviewed at preliminary investigation levels and assurance that review recommendations are addressed.

**If conceptual design prepared in Task 4 is approved by FEMA and upon written authorization in advance from City's Project Manager, CONTRACTOR will proceed with preparing the Plans, Specifications, and Estimate – 65% Design Submittal associated with the 'Future Mitigation'. Note: CONTRACTOR to incorporate Plans, Specifications, and Estimate associated with the 'Future Mitigation' into Plans, Specifications, and Estimate prepared in Subtask 9.1 through Subtask 9.5.**

Subtask 9.9. Prepare the 65% Plans associated with the 'Future Mitigation'. Incorporate Plans prepared as part of Subtask 9.9 into Subtask 9.1. The 65% Plans shall be a further development from the 35% Plans, and shall include complete layout and details of the repairs and improvements for the Koi Pond Structures, Pump House, and related appurtenances, erosion control measures, and all pertinent project components. The 65% Plans shall include, but not be limited to:

- a. Cover sheet and General Notes, Legends and Detail sheet
- b. Site Plan sheets to scale
- c. Improvement Plan sheets to scale showing the complete work with complete details
- d. Site Access and Traffic Control Plans and Details
- e. Special details and sections of the entire project scope
- f. Erosion Control sheets showing recommendations for surrounding area during the duration of the project construction phase.
- g. Remaining utility conflicts and resolutions, if any
- h. Remaining environmental and permitting concerns and resolutions, if any

Subtask 9.10. Prepare the 65% Specifications associated with the 'Future Mitigation'. Incorporate Specifications prepared as part of Subtask 9.10 into Subtask 9.2. The 65% Specifications shall be a further development from the 35% Specifications, shall include specifications for major design components and shall conform to City of San Jose and Caltrans format. The 65% Specifications shall include the draft specifications of all design components shown in the 65% Plans. The 65% Specification shall specify fully the construction materials, detailed methods and procedures, complete quantities, and measurement and payment methods. The 65% Specifications shall include the complete specifications of the entire project construction.

Subtask 9.11. Prepare the Engineer's Estimate and the Schedule of Quantities associated with the 'Future Mitigation'. Incorporate Engineer's Estimate and Schedule of Quantities prepared as part of Subtask 9.11 into Subtask 9.4.

Subtask 9.12. Prepare further refined Project Construction Schedule and Duration associated with the 'Future Mitigation'. Incorporate Schedule prepared as part of Subtask 9.12 into Subtask 9.5.

Subtask 9.13. Coordinate with franchised utilities to relocate utility facilities affected by the construction of improvements associated with the 'Future Mitigation'. This scope is limited to coordination and excludes design and details of any utility relocation. Any communication or coordination with franchised utilities must be documented and submitted to the CITY in PDF within 3 business days of occurrence.

Subtask 9.14. Coordinate and resolve with regulatory agencies any remaining environmental-related design conflicts associated with the 'Future Mitigation'.

Subtask 9.15. Perform Quality Assurance / Quality Control (QA/QC) on deliverables associated with the 'Future Mitigation' to CITY in accordance with CONTRACTOR's standard requirements. This will consist of submittals reviewed at preliminary investigation levels and assurance that review recommendations are addressed.

**B. Deliverables:** CONTRACTOR shall provide the following:

1. A copy of the 65% Plans in AUTOCAD and PDF that include all the drawing sheets required under this task.
2. Six (6) 11"x17" hard copies, and Two (2) 22"x34" hard copies of the 65% Plans.
3. A copy of the 65% Specifications in Microsoft Word and PDF.
4. Six (6) 8 ½" x 11" hard copies of the 65% Specifications.
5. A copy of the updated Engineer's Estimate and Schedule of Quantities in Microsoft Excel and PDF
6. A copy of the Project Schedule and Duration in Microsoft Project and PDF.
7. Documentation of any coordination or correspondence with franchised utilities in PDF within 3 business days of occurrence related to the 65% design decisions.
8. Documentation of any coordination or correspondence with FEMA and regulatory agencies in PDF within 3 business days of occurrence related to the 65% design decisions.

**C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 25 Business Days from Receipt of 65% Design Phase written authorization to proceed.

**Task No. 10: Plans, Specifications, and Estimate – 95% Design Submittal**

- A. Services:** CONTRACTOR shall develop the 95% Design Submittal and shall prepare the 95% Plans and Specifications based on the results of the 65% Design Submittal, the City's review and comments, and any decisions made. The 95% Design Submittal shall be a complete set of construction contract documents that would be biddable and buildable, except for some editorial corrections, typos and drafting errors. The 95% Design Submittal shall have captured/resolved all previously made design comments/decisions and shall have resolved completely all the project potential risks.

CONTRACTOR shall:

Subtask 10.1. Prepare the 95% Plans. The 95% Plans shall be a final development from the 65% Plans, and shall be complete set of plans, except for minor editorial corrections, typos and/or drafting errors.

Subtask 10.2. Prepare the 95% Specifications. The 95% Specifications shall be a final development from the 65% Specifications, and shall be complete set of specifications, except for minor editorial corrections, typos and/or errors. The 95% Specifications shall incorporate the City's front end specifications (to be prepared by City).

Subtask 10.3. Prepare and update the Engineer's Estimate and Schedule of Quantities.

Subtask 10.4. Prepare the Project Construction Schedule and Duration.

Subtask 10.5. Coordinate with franchised utilities to relocate utility facilities affected by the construction of improvements. This scope is limited to coordination and excludes design and details of any utility relocation. Any communication or coordination with franchised utilities must be documented and submitted to the CITY in PDF within 3 business days of occurrence.

Subtask 10.6. Perform Quality Assurance / Quality Control (QA/QC) on deliverables to CITY in accordance with CONTRACTOR's standard requirements. This will consist of submittals reviewed at preliminary investigation levels and assurance that review recommendations are addressed.

**If conceptual design prepared in Task 4 is approved by FEMA and upon written authorization in advance from City's Project Manager, CONTRACTOR will proceed with preparing the Plans, Specifications, and Estimate – 95% Design Submittal associated with the 'Future Mitigation'. Note: CONTRACTOR to incorporate Plans, Specifications, and Estimate associated with the 'Future Mitigation' into Plans, Specifications, and Estimate prepared in Subtask 10.1 through Subtask 10.4.**

Subtask 10.7. Prepare the 95% Plans associated with the 'Future Mitigation'. Incorporate Plans prepared as part of Subtask 10.7 into Subtask 10.1. The 95% Plans shall be a final development from the 65% Plans, and shall be complete set of plans, except for minor editorial corrections, typos and/or drafting errors.

Subtask 10.8. Prepare the 95% Specifications associated with the 'Future Mitigation'. Incorporate Specifications prepared as part of Subtask 10.8 into Subtask 10.2. The 95% Specifications shall be a final development from the 65% Specifications, and shall be complete set of specifications, except for minor editorial corrections, typos and/or errors. The 95% Specifications shall incorporate the City's front end specifications (to be prepared by City).

Subtask 10.9. Prepare and update the Engineer's Estimate and Schedule of Quantities associated with the 'Future Mitigation'. Incorporate Engineer's Estimate and Schedule of Quantities prepared as part of Subtask 10.9 into Subtask 10.3.

Subtask 10.10. Prepare the Project Construction Schedule and Duration associated with the 'Future Mitigation'. Incorporate Schedule prepared as part of Subtask 10.10 into Subtask 10.4.

Subtask 10.11. Coordinate with franchised utilities to relocate utility facilities affected by the construction of improvements associated with the 'Future Mitigation'. This scope is limited to coordination and excludes design and details of any utility relocation. Any communication or coordination with franchised utilities must be documented and submitted to the CITY in PDF within 3 business days of occurrence.

Subtask 10.12. Perform Quality Assurance / Quality Control (QA/QC) on deliverables associated with the 'Future Mitigation' to CITY in accordance with CONTRACTOR's standard requirements. This will consist of submittals reviewed at preliminary investigation levels and assurance that review recommendations are addressed.

**B. Deliverables:** CONTRACTOR shall provide the following:

1. A copy of the 95% Plans in AUTOCAD and PDF.
2. Six (6) 11"x17" hard copies, and Two (2) 22"x34" hard copies of the 95% Plans.
3. A copy of the 95% Specifications in Microsoft Word and PDF.
4. Six (6) 8 ½" x 11" hard copies of the 95% Specifications.



5. A copy of the updated Engineer's Estimate and Schedule of Quantities in Microsoft Excel and PDF.
6. A copy of the Project Schedule and Duration in Microsoft Project and PDF.
7. Records (PDF or emails) of any correspondence relating to coordination with utility companies and coordination related to other required permitting.

**C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 15 Business Days from Receipt of 95% Design Phase written authorization to proceed.

### **Task No. 11: Plans, Specifications, and Estimate – 100% Final Contract Documents for Signature Submittal**

**A. Services:** CONTRACTOR shall develop the 100% Design Submittal and shall prepare the 100% Plans and Specifications based on the results of the 95% Design Submittal, the City's review and comments, and any decisions made. The 100% Design Submittal shall be a complete set of construction contract documents that would be biddable and buildable, free of errors, and ready for signatures.

CONTRACTOR shall:

Subtask 11.1. Prepare the Final Plans. The Final Plans shall be free of errors; and shall be signed, dated, and stamped by CONTRACTOR, and ready for City's acceptance signatures.

Subtask 11.2. Prepare the Final Specifications. The Final Specifications shall be free of errors; and shall be signed, dated, and stamped by CONTRACTOR, and ready for City's acceptance signatures. The Final Specifications shall incorporate the City's front end specifications (to be prepared by City).

Subtask 11.3. Prepare the Final Engineer's Estimate and Schedule of Quantities.

Subtask 11.4. Prepare the Final Project Construction Schedule and Duration.

Subtask 11.5. Coordinate with franchised utilities to relocate utility facilities affected by the construction of improvements. This scope is limited to coordination and excludes design and details of any utility relocation. Any communication or coordination with franchised utilities must be documented and submitted to the CITY in PDF within 3 business days of occurrence.

Subtask 11.6. Perform Quality Assurance / Quality Control (QA/QC) on deliverables to CITY in accordance with CONTRACTOR's standard requirements. This will consist of submittals reviewed at preliminary investigation levels and assurance that review recommendations are addressed.

**If conceptual design prepared in Task 4 is approved by FEMA and upon written authorization in advance from City's Project Manager, CONTRACTOR will proceed with preparing the Plans, Specifications, and Estimate – 100% Final Contract Documents associated with the 'Future Mitigation'. Note: CONTRACTOR to incorporate Plans, Specifications, and Estimate associated with the 'Future Mitigation' into Plans, Specifications, and Estimate prepared in Subtask 11.1 through Subtask 11.4.**

Subtask 11.7. Prepare the Final Plans associated with the 'Future Mitigation'. Incorporate Plans prepared as part of Subtask 11.7 into Subtask 11.1. The Final Plans shall be free of errors; and shall be signed, dated, and stamped by CONTRACTOR, and ready for City's acceptance signatures.

Subtask 11.8. Prepare the Final Specifications associated with the 'Future Mitigation'. Incorporate Specifications prepared as part of Subtask 11.8 into Subtask 11.2. The Final Specifications shall be free of errors; and shall be signed, dated, and stamped by CONTRACTOR, and ready for City's acceptance signatures. The Final Specifications shall incorporate the City's front end specifications (to be prepared by City).

Subtask 11.9. Prepare the Final Engineer's Estimate and Schedule of Quantities associated with the 'Future Mitigation'. Incorporate Engineer's Estimate and Schedule of Quantities prepared as part of Subtask 11.9 into Subtask 11.3.

Subtask 11.10. Prepare the Final Project Construction Schedule and Duration associated with the 'Future Mitigation'. Incorporate Schedule prepared as part of Subtask 11.10 into Subtask 11.4.

Subtask 11.11. Coordinate with franchised utilities to relocate utility facilities affected by the construction of improvements associated with the 'Future Mitigation'. This scope is limited to coordination and excludes design and details of any utility relocation. Any communication or coordination with franchised utilities must be documented and submitted to the CITY in PDF within 3 business days of occurrence.

Subtask 11.12. Perform Quality Assurance / Quality Control (QA/QC) on deliverables associated with the 'Future Mitigation' to CITY in accordance with CONTRACTOR's standard requirements. This will consist of submittals reviewed at preliminary investigation levels and assurance that review recommendations are addressed.

**B. Deliverables:** CONTRACTOR shall provide the following:

1. A copy of the signed and stamped Final Plans in AUTOCAD and PDF.
2. Six (6) 11"x17" hard copies, and Two (2) 22"x34" hard copies of the Final Plans.
3. A copy of the signed and stamped Final Specifications in Microsoft Word and PDF.
4. Six (6) 8 ½" x 11" hard copies of the Final Specifications.
5. A copy of the Final Engineer's Estimate and Schedule of Quantities in Microsoft Excel and PDF.
6. A copy of the Project Schedule and Duration in Microsoft Project and PDF.
7. Records (PDF or emails) of any correspondence related to environmental clearance, coordination with utility companies, coordination related to other required permitting.

**C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 15 Business Days from Receipt of 100% Design Phase written authorization to proceed.

**Task No. 12: Review Contractor's Bid Questions**

- A. Services:** CONTRACTOR shall review Contractor's bid questions (estimated 15 bid questions for the purpose of budgeting) and provide a written response.
- B. Deliverables:** CONTRACTOR shall return bid answers to City, in electronic format, marked with review status stamp and any comments.
- C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 3 Business Days from date of receipt of each question.

**Task No. 13: Prepare Addenda Drafts**

- A. Services:** CONTRACTOR shall prepare project document addenda during project advertisement (estimated 2 addenda for the purpose of budgeting) if required by the CITY or in response to a bid question.
- B. Deliverables:** CONTRACTOR shall return addenda drafts to the City, in electronic format, marked with required signatures.
- C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: \_\_\_\_\_
  - On or before 3 Business Days from date of receipt of bid questions or City notice.

**Task No. 14: Pre-Construction Meeting**

- A. Services:** CONTRACTOR shall attend one pre-construction meeting with City and Contractor.
- B. Deliverables:** CONTRACTOR shall prepare a memorandum to the City summarizing the meeting and providing supplemental responses to unanswered questions from the meeting.
- C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: \_\_\_\_\_
  - On or before 7 Business Days from date of the pre-construction meeting.

**Task No. 15: Review Contractor's Submittals and Resubmittals**

- A. Services:** CONTRACTOR shall review Contractor's submittals and resubmittals (estimated 40 submittals and 15 resubmittals for the purpose of budgeting) and provide a written response.  
  
CITY will convert paper copies, if any, received from Contractor into electronic PDF format or other acceptable electronic format. Submittals and resubmittals will be transmitted by City to CONTRACTOR in electronic format only. No paper originals or paper copies will be transmitted to CONTRACTOR.
- B. Deliverables:** CONTRACTOR shall return submittals and resubmittals to City, in electronic format, marked with review status stamp and any comments.
- C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: \_\_\_\_\_
  - On or before 7 Business Days from date of receipt of each submittal or 3 Business Days from date of receipt of each resubmittal. However, if first submittal is returned with a status of 'Rejected' or 'Incomplete', then the next version will be considered the first submittal, not a resubmittal, for the purpose of determining completion time.

### Task No. 16: Review and Respond to Contractor's Requests for Information

- A. **Services:** CONTRACTOR shall review Contractor's Requests for Information (RFI's) (estimated 15 RFI's for the purpose of budgeting) and provide a written response.

City will convert paper copies, if any, received from Contractor into electronic PDF format or other acceptable electronic format. RFI's will be transmitted by City to CONTRACTOR in electronic format only. No paper originals or paper copies will be transmitted to CONTRACTOR.

- B. **Deliverables:** CONTRACTOR shall return RFI's to City, in electronic format, marked with a written response.
- C. **Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 7 Business Days from date of receipt of each RFI.

### Task No. 17: Contract Change Orders

- A. **Services:** CONTRACTOR shall assist City in preparing Contract Change Orders (CCO's) (estimated 10 CCO's for the purpose of budgeting). CCO's may be initiated and prepared by the City with assistance from CONTRACTOR; or CCO's may be requested by the Contractor and prepared by the City with assistance from CONTRACTOR.

- B. **Deliverables:** CONTRACTOR shall provide written comments (via a memorandum to City, or a mark-up of a draft CCO prepared by City, or both).

- C. **Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 7 Business Days from date of receipt of draft CCO from City.

### Task No. 18: Construction Site Meetings

- A. **Services:** CONTRACTOR shall attend construction site meetings (estimated 12 meetings per Contractor's team member for the purpose of budgeting).

- B. **Deliverables:** CONTRACTOR shall prepare a memorandum to the City summarizing the meeting and providing supplemental responses to unanswered questions from the meeting.

- C. **Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before 7 Business Days from date of each construction site meeting.

### Task No. 19: Special Inspection

- A. **Services:** CONTRACTOR shall provide special construction and confined space entry inspection for structural improvements as required (estimated 32 hours for the purpose of budgeting). Inspection shall only be performed by a Special Inspection and Testing Agency Recognized by the City of San Jose. See Exhibit A.3 for Special Inspection and Testing Agencies Recognized by the City of San Jose.

- B. **Deliverables:** Provide inspection reports for each structural improvement visit during construction.

**C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On-call during project construction, on an as needed basis at the request of the City.

**Task No. 20: Construction and Project Close Out Assistance**

**A. Services:** CONTRACTOR shall provide assistance services to CITY for both City and FEMA project close out documents. These services for project close out include:

Subtask 20.1. Provide to the City, administrative assistance with FEMA documentation and support through construction and project completion/close out.

Subtask 20.2. Assists City's project team during final project walk-through and in developing final punch list.

Subtask 20.3. Review final record drawings submitted by the contractor and prepare draft recommendation to the CITY.

Subtask 20.4. Analyze and provide recommendations on potential claims.

Subtask 20.5. Prepare draft of final project report for the City or FEMA.

**B. Deliverables:** CONTRACTOR shall provide the following:

1. Construction punch list
2. Final record drawings recommendation
3. Analysis and recommendations on any potential claims
4. Draft final project report
5. Other FEMA documentation during construction and project close out as required by FEMA of the CITY

**C. Completion Time:** CONTRACTOR must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: \_\_\_\_\_
- On or before Project Acceptance.

## EXHIBIT A.1 SCHEDULE OF COMPLETION

1. No schedule extension will be allowed unless approved in advance in writing by the City.
2. City's Project Manager and Contractor may agree to modify the Project schedule specified for Contractor's performance as an administrative modification to the Agreement.
3. Contractor will coordinate services with the City to provide the timeline of all tasks and subtasks including the site visits, document review, meetings and deliverables. The approved Project schedule will be monitored monthly.
4. Project Schedule—Contractor will complete the Services as listed in Exhibit A of this Agreement per the schedule provided below:

Task	Description	Duration
1	Project Management	Duration of Agreement
2	Testing of Pump House Mechanical and Electrical Systems	Before 35% Design or 50 Business Days after receipt of NTP
3	Analysis of Koi Pond Structures and Pumps	Before 35% Design or 50 Business Days after receipt of NTP
4	Conceptual Design(s) for 'Future Mitigation'	25 Business Days from completion of Tasks 2 & 3
<p><b>Upon completion of Task 4, the City shall re-evaluate subsequent tasks listed in Exhibit A: Scope of Basic Services and associated compensation amounts listed in Exhibit B: Compensation. Depending on the extent of the scope of work identified in Task 1 through Task 4, the City has the ability to modify the compensation amounts for subsequent Tasks listed in Exhibit B: Compensation. Additionally, if it is determined that subsequent Tasks are no longer appropriate, said Tasks may be eliminated from Exhibit A: Scope of Basic Services and, therefore, Exhibit B: Compensation.</b></p>		
5	Topographic Survey	25 Business Days from receipt of Topographic Survey written authorization to proceed
6	Geotechnical Investigation	25 Business Days from receipt of Geotechnical Investigation written authorization to proceed
7	35% Design Plans and Specifications	25 Business Days from receipt of 35% written authorization to proceed
8	Environmental Review and Permitting	60 Business Days from receipt of Environmental Review and Permitting written authorization to proceed
9	65% Design Plans and Specifications	25 Business Days from receipt of 65% written authorization to proceed
10	95% Design Plans and Specifications	15 Business Days from receipt of 95% written authorization to proceed
11	100% Final Design Plans and Specifications	15 Business Days from receipt of 100% written authorization to

		proceed
12	Review Contractor's Bid Questions	3 Business Days from receipt of each question
13	Prepare Addenda Drafts	3 Business Days from receipt of each question or City notice
14	Pre-Construction Meeting	7 Business Days from date of the pre-construction meeting
15	Review Contractor's Submittals and Resubmittals	7 Business Days from receipt of each submittal or 3 Business Days from receipt of each resubmittal
16	Review and Respond to Contractor's Requests for Information	7 Business Days from receipt of each RFI
17	Contract Change Orders	7 Business Days from receipt of draft CCO from City
18	Construction Site Meetings	7 Business Days from date of each construction site meeting
19	Special Inspection	As needed
20	Construction and Project Close Out Assistance	Before Project Acceptance

5. Project Delays—The Contractor will make all reasonable efforts to comply with the Project schedule presented in Exhibit A.1 of this Agreement. In the event the Project schedule will be delayed, Contractor will notify the City as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Contractor is delayed in performance of its services by circumstances beyond its control, City may in its discretion grant a reasonable adjustment in the Schedule of Completion.

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## EXHIBIT A.2 EQUIPMENT LIST

The equipment to be tested and/or cleaned as part of this project includes, but is not limited to, the following:

### Mechanical

Pumps 4 EA  
Pressure Sensor 5 EA  
Pressure Switch 3 EA  
Level Sensor 1 EA  
Liquid Sensor 4 EA  
Solenoid Valve 9 EA  
Electrically Actuated Valve 2 EA  
Flow Meter 3 EA  
Flow Sensor 1 EA  
Door Switch 1 EA  
Emergency Stop Switches 2 EA  
Ambient Ozone Monitor and Sensor 2 EA  
Thermometer 1 EA  
Ozone Generator 1 EA  
Ozone Destruct 1 EA  
Ozone Contact Tank 1 EA  
Ozone Degas Valve 1 EA  
Ozone Injector 1 EA  
ORP (Oxidation Reduction Potential) Probe 2 EA  
Vacuum Pump  
Compressor 1 EA  
Air Release Valve 2 EA  
Backwash Diaphragm Valve 4 EA  
Manual Valves 7 EA  
PVC Butterfly or Ball Valve 4" 4 EA  
PVC Ball Valve 2" 1 EA  
Check Valve 2 EA  
Filter Vessels 4 EA  
Cooling Water Equipment (Filter, Check Valve, Manual Valve, Solenoid Valve) 1 EA  
Backwash Surge Tank 1  
Quarantine Tank 2 EA  
Nurse Tank

### Electrical

Electrical Panel (400A MSB)  
75 kVA Transformer 1 EA  
Panel LP  
Control Panel  
7.5 kVA Transformer 1 EA  
Motor Starter 75A+ 2  
Motor Starters < 75A 3  
Non-fused Disconnect 4 EA  
Fused Disconnect 2 EA  
Receptacles 10 EA  
Conduit and Wire



## EXHIBIT A.3 SPECIAL INSPECTION NEW BUILDING FORM

## EXHIBIT B: Budget Schedule/Compensation Rates

### Part 1: Compensation Table

Tasks from Exhibit A	Maximum Actual Costs Allocable to Task	Portion of Fixed Fee Payable Upon Completion of Task
Task 1	\$ 98,477	\$ 9,848
Task 2	\$ 28,614	\$ 2,861
Task 3	\$ 28,822	\$ 2,882
Task 4	\$ 13,936	\$ 1,394
Task 5	\$ 29,448	\$ 2,945
Task 6	\$ 18,380	\$ 1,838
Task 7	\$ 43,814	\$ 4,381
Task 8	\$ 69,093	\$ 6,909
Task 9	\$ 62,893	\$ 6,289
Task 10	\$ 45,029	\$ 4,503
Task 11	\$ 22,152	\$ 2,215
Task 12	\$ 3,834	\$ 383
Task 13	\$ 7,331	\$ 733
Task 14	\$ 2,377	\$ 238
Task 15	\$ 7,131	\$ 713
Task 16	\$ 11,781	\$ 1,178
Task 17	\$ 8,134	\$ 813
Task 18	\$ 17,155	\$ 1,715
Task 19	\$ 8,000	\$ 800
Task 20	\$ 14,858	\$ 1,486
<b>Maximum Actual Costs:</b>	<b>\$ 541,262</b>	
<b>Total Reimbursable Expenses:</b>	<b>\$ 9,800</b>	
<b>Fixed Fee:</b>		<b>\$ 54,126</b>

**Part 2: Schedule of Rates and Charges**

A. Fall Creek Engineering, Inc. (CONTRACTOR)

Personnel	Actual Hourly Rates **	Fringe Benefits Rate	Overhead Rate	General & Administrative Rate	Total
Principal	\$66.90	120.27%	36.98%	2.32%	\$173.65
Project Manager	\$58.00	120.27%	36.98%	2.32%	\$150.55
Associate Engineer	\$40.00	120.27%	36.98%	2.32%	\$103.83
Administrator	\$44.00	120.27%	36.98%	2.32%	\$114.21

\*The cost of normal accounting services for invoicing has been considered in the overhead expense which is included in the above hourly rates. Additional requirements for invoice verification, such as copies of time sheets, detailed expense records, and supplemental daily work justification will be billed on an hourly basis at the Administration/Clerical rate.

\*\* Average rate over two years (2018-2019) based on 3% escalation

B. Streeter Group (Subcontractor)

Personnel	Actual Hourly Rates **	Fringe Benefits Rate	Overhead Rate	General & Administrative Rate	Total
Principal Structural Engineer	\$88.48	46.30%	36.50%	7.42%	\$168.31
Associate Structural Engineer	\$32.00	46.30%	36.50%	7.42%	\$60.87

\*\* Average rate over two years (2018-2019) based on 3% escalation

C. Aurum Consulting Engineering (Subcontractor)

Personnel	Actual Hourly Rates **	Fringe Benefits Rate	Overhead Rate	General & Administrative Rate	Total
Principal Electrical Engineer	-	-	-	-	\$143.00
Associate Electrical Engineer	-	-	-	-	\$125.44

\*\* Average rate over two years (2018-2019) based on 3% escalation

D. Keith Higgins (Subcontractor)

Personnel	Actual Hourly Rates **	Fringe Benefits Rate	Overhead Rate	General & Administrative Rate	Total
Traffic Engineer	\$200.00	-	-	-	\$200.00

\*\* Average rate over two years (2018-2019) based on 3% escalation

E. Placeworks (Subcontractor)

Personnel	Actual Hourly Rates **	Fringe Benefits Rate	Overhead Rate	General & Administrative Rate	Total
Associate Principal Planner	-	-	-	-	\$182.33
Senior Associate	-	-	-	-	\$137.90

\*\* Average rate over two years (2018-2019) based on 3% escalation

## EXHIBIT C: INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS

CONTRACTOR, at CONTRACTOR's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services pursuant to the scope of work under this contract.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

#### B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per claim/ aggregate limit, coverage to be maintained following completion of work on project for 3 years or if policy is canceled, extended reporting period to equal the same. Professional liability coverage shall extend to environmentally-related consulting services pursuant to the scope of work as outlined in Exhibit A.

### **C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

### **D. Other Insurance Provisions**

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

1. Commercial General Liability and Automobile Liability Coverages
  - a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
  - b. CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONTRACTOR's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

- d. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents and contractors.

## 2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors.

## 3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

### **E. Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

### **F. Verification of Coverage**

CONTRACTOR shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: [Riskmgmt@sanjoseca.gov](mailto:Riskmgmt@sanjoseca.gov), or mailed to the following postal address or any subsequent address as may be directed in writing by the Risk Manager:

City of San Jose—Finance  
Risk Management  
200 East Santa Clara Street, 14th Floor Tower  
San Jose, CA 95113-1905

### **G. Subcontractors**

CONTRACTOR shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**EXHIBIT D**  
**FEMA Provisions – Contractor Agreements**  
**(Non-Construction)**

Contractor agrees to comply with the following FEMA-related provisions in the performance of this Agreement:

**A. Additional Remedies for Violation of Contract Terms.**

If the Maximum Total Compensation for this Contract exceeds \$150,000, the following provisions will apply in addition to Section 19, entitled "Termination":

"As an alternative to immediately terminating the Contract "for cause" upon written notice of a material breach, the City has the right to request the Contractor to cure the breach within a fixed period of time set forth in a written notice to the Contractor. The City also may seek reasonable assurance from the Contractor of adequate future performance.

If the City gives the Contractor written notice of a material breach and an opportunity to cure, it may withhold payment of any further funds due the Contractor until the default is corrected. The City must notice that it will withhold payments in the written notice it gives to the Contractor.

If the Contractor fails to cure a material breach or provide reasonable assurances of adequate future performance after being given written notice by the City, then the City may:

- Declare the Contractor to be in default,
- Terminate this Contract in whole or in part,
- Withhold further payment of any further funds which may be due the Contractor, and/or
- Pursue any and all other remedies afforded by law."

**B. Contractor Work Hours and Safety Standards Act.**

If the Maximum Total Compensation for this Agreement exceeds \$100,000 and requires the employment by the Contractor or a subcontractor of laborers or mechanics, the following provision will apply:

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of

\$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**C. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

**D. Notice of FEMA Reporting Requirements and Regulations**

1. **General.** The City is using Public Assistance grant funding awarded by FEMA to the State of California to pay, in whole or in part, for the costs incurred under this Agreement. As a condition of Public Assistance funding under (major disaster or emergency) declaration 4308-DR-CA, FEMA requires the State of California to provide various financial and performance reporting.
  - a. It is important that the Contractor is aware of these reporting requirements, as the City may require the Contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of California which, in turn, will enable the State of California to satisfy reporting requirements to FEMA.
  - b. Failure of the City to satisfy reporting requirements and information and documentation requests made by the State of California and FEMA could result in loss of Federal financial assistance awarded to fund this Project.

**E. Access to Records (44 C.F.R. § 13.36(i)(10))**

The following access to records requirements apply to this Agreement in addition to Section 15:

1. The Contractor agrees to provide the City, the State of California, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.



2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

**F. Retention of Records (44 C.F.R. § 13.36(i)(11))**

The following retention requirements apply to this Agreement in addition to Section 15:

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than 3 years after the State of California's closure of the Project, as specified in the "Application Closeout" letter that will be sent to the authorized agent for the City by the State Public Assistance Officer of the Governor's Office of Emergency Services at City's request after Project's completion, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the City, State of California, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

**G. Clean Air Act Requirements**

If the Maximum Total Compensation for this Agreement exceeds \$100,000, the following provision applies to the extent applicable:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**H. Federal Water Pollution Control Act**

If the Maximum Total Compensation for this Agreement exceeds \$100,000, the following provision applies to the extent applicable:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA."

**I. Energy Efficiency/Conservation (44 C.F.R. § 13.36(i)(13))**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**J. Suspension and Debarment**

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City and the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**K. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))**

A Contractor who applies or bids for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**L. DHS Seal, Logo, and Flags**

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.

**M. No Obligation by Federal Government**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Agreement.

**N. Fraud and False or Fraudulent or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

**O. Subcontractors**

If the Contractor is using subcontractors, then the following provisions apply:

1. **Subcontractor Compliance:** The Contractor shall place in any subcontractor agreement the requirement that the subcontractor and all lower tier subcontractors comply with all the terms and conditions of this Contract, including the FEMA requirements.
  
2. **Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms:** If the Contractor is authorized by this Agreement to use subcontractors, the Contractor warrants that it took the following affirmative steps, and that it has retained documentation of these steps:
  - Made reasonable efforts to identify (including using outside entities that specialize in this area) and place qualified small, minority, and women-owned business on subcontractor solicitation list(s) for this Agreement;
  - Made reasonable efforts to solicit the businesses on the list as subcontractors for this Agreement;
  - Divided the scope of work to be subcontracted, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified small, minority, and women-owned business; and
  - Made reasonable efforts to establish delivery schedules for subcontracted work, where requirements permit and it is otherwise appropriate, which encourage qualified small, minority, and women-owned business to respond subcontractor solicitations; and

If at any time during the term of the Agreement the Contractor seeks and obtains authorization to use subcontractors to complete any of the scope of work, the Contractor shall take the affirmative steps listed above when selecting the subcontractor and will maintain documentation of all such efforts.



Planning, Building and Code Enforcement

# Special Inspection New Building Form

## STATEMENT OF SPECIAL INSPECTIONS

This form provides for listing aspects of the project that require special inspection and testing as indicated in 2016 California Building Code Sections 1704 and 1705, and defines duties and responsibilities of parties involved in the project.

Enter project information

PROJECT NAME:	PLAN CHECK #:
PROJECT ADDRESS:	

**FORM SUBMITTAL.** The Owner or Owner’s Agent, on the advice of the Registered Design Professional In Charge, must complete this form, secure signatures by all parties, and submit 2 copies to the San José Permit Center for review.

**DUTIES AND RESPONSIBILITIES.** The Owner and Contractor acknowledge assignment of the following duties, responsibilities and conditions applicable to special inspection or testing:

**Owner**

1. Ensures that construction complies with the approved permit documents and implements the program of special inspections.

**Contractor**

1. Ensures proper notification to the special inspection or testing agency for items listed herein.
2. Reviews the Building Division approved plans for additional inspection or testing requirements. A pre-construction conference at the job site is recommended to re view special inspection procedures.

**Special Inspection/Testing Agency**

1. Sends copies of all laboratory reports and inspections to the Building Division and Registered Design Professional In Charge on a weekly basis. Only the testing laboratory may take samples and transport them to their laboratory.
2. Submits for the Building Division’s approval an Inspector List that shows the names and qualifications of on-site special inspectors who are NOT on the City’s pre-approved list.
3. Provides each special inspector with an identification badge that includes:
  - Name and photograph
  - Areas that the inspector is qualified to inspect
  - An authorization signature by the Registered Engineer who is a full-time employee of the agency
4. Provides the Final Report of Special Inspections that documents required special inspections and correction of discrepancies noted in inspections. A copy of this report must be kept at the job site for review by the City Inspector prior to final inspections. **Per CBC section 1704.2.3 this report is required before an occupy permit can be issued.**

**Special Inspectors**

1. Must have their badge visible when performing their duties.
2. Must immediately notify the City Chief Building Official upon encountering any concerns or problems.
3. Must use only the City Building Division’s approved drawings.

**ACKNOWLEDGEMENTS** Print name, sign, and enter date

REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE Print: ●	Signature: ●	Date:
OWNER’S AUTHORIZATION Print: ●	Signature: ●	Date:
CONTRACTOR Print: ●	Signature: ●	Date:
RESPONSIBLE EMPLOYEE OF THE TESTING AGENCY Print: ●	Signature: ●	Date:
BUILDING OFFICIAL’S ACCEPTANCE Print: ●	Signature: ●	Date:

**SPECIAL INSPECTION AND TESTING AGENCIES**

The following special inspection and testing agencies will be retained to conduct tests and inspection on this project.

Enter firm names, contact information, and area of responsibility.

**SPECIAL INSPECTION AGENCIES**

FIRM NAME:	
ADDRESS:	
PHONE:	EMAIL:
RESPONSIBILITY:	

FIRM NAME:	
ADDRESS:	
PHONE:	EMAIL:
RESPONSIBILITY:	

FIRM NAME:	
ADDRESS:	
PHONE:	EMAIL:
RESPONSIBILITY:	

**MATERIAL TESTING AGENCIES**

FIRM NAME:	
ADDRESS:	
PHONE:	EMAIL:
RESPONSIBILITY:	

FIRM NAME:	
ADDRESS:	
PHONE:	EMAIL:
RESPONSIBILITY:	

*continued>*

**CONTRACTOR’S STATEMENT OF RESPONSIBILITY**

California Building Code (CBC) Section 1704.4 requires the Contractor responsible for the construction of a main wind or seismic force resisting system, designated seismic system, or a wind or seismic resisting component listed in the Statement of Special Inspections—and including the Structural Tests and Inspection Schedule and as noted on City-approved plans—to submit a written statement of responsibility to the City Building Official and the Owner prior to the commencement of work on the system or component. **The Contractor hereby acknowledges this responsibility regarding special requirements as described in the Statement of Special Inspections, Structural Tests, Inspection Schedule, and City-approved plans and as prepared by the engineer of record or the registered design professional per the requirements of California Building Code Section 1704.3.**

**ACKNOWLEDGEMENT** Contractor to print name, sign, and enter date

Print:	Signature:	Date:
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**SEISMIC AND WIND RESISTANCE**

**SEISMIC REQUIREMENTS (CBC SECTION 1704.3.2)**

Describe the seismic-force-resisting system and designated seismic systems subject to special inspections in accordance with CBC Section 1705.12 or 1705.13:

The extent of the seismic-force-resisting system is defined in more detail in the construction documents.

**WIND REQUIREMENTS (CBC SECTION 1704.3.3)**

Describe the main wind-force-resisting system and designated windresisting components subject to special inspections in accordance with Section 1705.11:

The extent of the main wind-force-resisting system and windresisting components is defined in more detail in the construction documents.

*continued>*

**SUMMARY OF SPECIAL INSPECTION**

For this project, list the required inspections per CBC Chapter 17

**KEY:** C = CONTINUOUS P = PERIODIC

Place a check mark under "C," "P" or both as appropriate for each listing

CONSTRUCTION TYPE REQUIRING INSPECTION	LIST OF REQUIRED INSPECTIONS	C	P
Alternate Materials and Systems – Section 1705.1.1			
Steel – Section 1705.2 <ul style="list-style-type: none"> <li>• Cold-Formed Steel Deck – Section 1705.2.2</li> <li>• Open-Web Steel Joists and Girders – Section 1705.2.3                             <ul style="list-style-type: none"> <li>• Cold-Formed Steel Truss Span ≥ 60 Ft – Section 1705.2.4</li> </ul> </li> </ul>			
Concrete – Section 1705.3			
Masonry – Section 1705.4 Level B – TMS 402 / ACI 530 / ASCE 5 Table 1.19.2			
Wood – Section 1705.5			
Soils – Section 1705.6			
Deep Foundations <ul style="list-style-type: none"> <li>• Driven Piles – Section 1705.7</li> <li>• Cast-In-Place Piers – Section 1705.8</li> <li>• Helical Piles – Section 1705.9</li> </ul>			
Wind Resistance – Section 1705.11			
Seismic Resistance – Section 1705.12			
Testing for Seismic Resistance – Section 1705.13			
Sprayed Fire-Resistant Materials – Section 1705.14			
Mastic and Intumescent Coatings – Section 1705.15			
Exterior Insulation and Finish Systems – Section 1705.16			
Fire-Resistant Penetrations and Joints – Section 1705.17			
Smoke Control Systems – Section 1705.18			
Specify other tests, inspections, or special instructions as required:			

*continued*>

**SPECIAL INSPECTION AND TESTING AGENCIES RECOGNIZED BY THE CITY OF SAN JOSE**  
**Updated: July 2018**

**KEY**

RC = Reinforced Concrete

PC = Prestressed Concrete

SM = Structural Masonry

FP = Fireproofing

HSB = High-Strength Bolting

NDT = Non-destructive Testing

SWC = Structural Wood Construction

SW = Steel Welding

AGENCY NAME	ADDRESS	PHONE/FAX	RC	PC	SM	SW	HSB	NDT	SWC	FP	EXPIRATION DATE
A 1 Inspection Services	1754 Mission Street San Francisco, CA 94109	(415) 621-8001 (415) 358-4409	X	X	X	X	X	X	X	X	10/6/2018
Achievement Engineering Corp.	2455 Autumnvale Drive, Unit E San Jose, CA 95131	(408) 217-9174 (408) 217-9632	X	X	X	X	X	X	X	X	11/25/2018
Advanced Testing & Inspection, LLC	540 Brunken Avenue, Suite B Salinas, CA 93901	(831) 422-2272 (831) 597-2004	X	X	X	X	X			X	6/7/2019
Apex Testing Labs, Inc.	3450 Third Street, Suite 3E San Francisco, CA 94124	(415) 550-9800 (415) 550-9880	X	X	X	X	X	X		X	3/30/2018
Applied Materials & Engineering, Inc.	980 41st Street Oakland, CA 94608	(510) 420-8190 (510) 420-8186	X	X	X	X	X	X	X	X	7/22/2019
BAGG Engineers	138 Charcot Avenue San Jose, CA 95131	(650) 852-9133 (650) 852-9138	X	X	X	X	X	X	X	X	3/1/2019
Berlogar, Stevens and Associates	5587 Sunol Boulevard Pleasanton, CA 94566	(925) 484-0220 (925) 846-9645	X	X	X	X	X				6/17/2018 Pending Review
Biggs Cardosa Associates, Inc.	865 The Alameda San Jose, CA 95126	(408) 296-5515 (408) 296-8114	X	X	X	X	X				11/7/2020
B.S.K. Associates	399 Lindbergh Ave Livermore, CA 94551	(925) 315-3151 (925) 315-3152	X	X	X	X	X	X		X	2/14/2021
Consolidated Engineering Labs	2001 Crow Canyon Rd, Suite 100 San Ramon, CA 94583	(925) 314-7100 (925) 855-7140	X	X	X	X	X	X	X	X	8/14/2018
Construction Testing Services	2174 Rheem Drive, Suite A Pleasanton, CA 94588	(925) 462-5151 (925) 462-5183	X	X	X	X	X	X	X	X	12/15/2019
CTE Cal, Inc.	46716 Fremont Boulevard Fremont, CA 94538	(510) 573-6362 (510) 573-6684	X	X	X	X	X	X	X	X	10/27/2019
Earth System Pacific	48511 Warm Springs Blvd, Suite 210 Fremont, CA 94539	(510) 353-3833 (888) 567-4292	X	X	X	X	X		X	X	10/25/2020
ENGEO Incorporated	2010 Crow Canyon Pl., Suite 250 San Ramon, CA 94583	(925) 866-9000 (888) 279-2698	X	X	X	X	X	X	X	X	2/17/2018 Pending Review
Geissler Engineering	235 Montgomery St., Suite 1011 San Francisco, CA 94104	(415) 992-9393	X	X		X					3/3/2020
Geocon Consultants, Inc.	6671 Brisa Street Livermore, CA 94550	(925) 371-5900 (925) 371-5915	X	X	X		X			X	8/1/2019
HP Inspections	690 Sunol Street, Bldg. H San Jose, CA 95126	(408) 288-8460 (408) 271-0902	X	X	X	X	X	X		X	1/8/2021
Inspection Consultants, Inc.	1515 North C Street Sacramento, CA 95814	(916) 321-5580 (916) 321-5590	X	X	X	X	X			X	1/20/2020
Inspection Services Inc.	1798 University Avenue Berkeley, CA 94703	(415) 243-3265 (415) 243-3266	X	X	X	X	X	X	X	X	5/12/2019
KC Engineering Co.	865 Cotting Lane, Suite A Vacaville, CA 95688	(707) 447-4025 (707) 447-4143	X	X	X	X	X			X	11/7/2020
Kleinfelder Inc.	21330 Broadway, Suite 1200 Oakland, CA 94612	(510) 628-9000 (510) 628-9009	X	X	X	X	X	X	X	X	4/5/2019



**RECOGNIZED SPECIAL INSPECTION & TESTING AGENCIES - continued**

AGENCY NAME	ADDRESS	PHONE/FAX	RC	PC	SM	SW	HSB	NDT	SWC	FP	EXPIRATION DATE
Korbmacher Engineering Inc.	480 Preston Court, Suite B Livermore, CA 94551	(925) 454-9033 (925) 454-9564	X	X	X	X	X		X	X	4/11/2020
Krazan and Associates Inc.	1061 Serpentine Lane, Suite F Pleasanton, CA 94566	(925) 307-1160 (925) 307-1161	X	X	X	X	X	X	X	X	1/5/2021
MatriScope Engineering Laboratories, Inc	436 14th Street, Suite 1429 Oakland, CA 94612	(510) 763-3601 (510) 763-1388	X	X	X	X	X	X	X	X	10/26/2018
Mid Pacific Engineering, Inc MPE	4200 N. Freeway Blvd., Suite 5 Sacramento, CA 95834	(916) 927-7000	X	X	X	X	X	X		X	1/20/2020
Moore Twining Associates, Inc.	2527 Fresno Street Fresno, CA 93721	(559) 268-7021 (559) 268-0740	X	X	X	X	X			X	11/10/2017 Pending Review
Nicholas Engineering Consultants	6743 Dublin Boulevard, #15 Dublin, CA 94568	(925) 829-8090 (925) 829-0235	X	X	X	X	X		X	X	1/6/2019
Ninyo & Moore	1956 Webster Street, Suite 400 Oakland, CA 94612	(510) 633-5640 (510) 633-5646	X	X	X	X	X	X	X	X	12/8/2019
NORCON LLC	1661 Tennessee St. Suite 201 San Francisco, CA 94107	(415) 710-1155	X	X	X	X	X	X	X	X	5/18/2020
PJC & Associates, Inc.	600 Martin Ave, Ste 210 Rohnert Park, CA 94928	(707) 584-4804	X		X	X					8/5/2019
Professional Service Industries, Inc.	365 Victor Street, Suite C Salinas, CA 93907	(831) 757-3536 (831) 757-6265	X		X	X	X			X	5/6/2017 Pending Review
Quantum Geotechnical	6288 San Ignacio Ave. Suite D San Jose, CA 95119	(408) 629-3822 (408) 629-3825	X	X	X					X	8/10/2019
RES Engineers, Inc.	1250 Missouri Street, Suite 207 San Francisco, CA 94107	(415) 822-4625 (415) 822-8925	X	X	X	X	X	X	X	X	5/6/2019
RMA Group	130 Archer Street San Jose, CA 95112	(408) 362-4920 (408) 362-4926	X	X	X	X	X	X	X	X	2/3/2018 Pending Review
Salem Engineering Group, Inc.	4055 W. Shaw Ave, Suite 110 Fresno, CA 93722	(559) 271-9700 (559) 275-0827	X	X	X	X	X	X			7/24/2018 Pending Review
Signet Testing Laboratories	3526 Breakwater Court Hayward, CA 94545	(510) 887-8484 (510) 783-4295	X	X	X	X	X	X	X	X	12/19/2020
Smith-Emery Company	P.O. Box 880550, Hunters Point Shipyard, Building 114, San Francisco, CA 94188	(415) 642-7326 (415) 642-7055	X	X	X	X	X	X	X	X	1/2/2020
Stevens Ferrone & Bailey	1600 Willow Pass Court Concord, CA 94520	(925) 688-1001 (925) 688-1005	X	X	X	X	X		X	X	10/6/2018
Structure Groups	2352 Research Drive Livermore, CA 94550	(925) 447-9900 (925) 447-9901	X	X	X	X	X		X	X	2/2/2021
Summit Associates	2300 Clayton Road, Suite 1380 Concord, CA 94520	(925) 363-5560 (925) 363-5511	X		X	X	X	X	X	X	12/1/2018
Terracon Consultants, Inc	5075 Commercial Circle, Suite E Concord, CA 94520	(925) 348-9057	X	X	X		X			X	6/1/2013 Pending Review
Testing Engineers Inc.	2811 Teagarden Street San Leandro, CA 94577	(510) 835-3142 (510) 834-3777	X	X	X	X	X	X	X	X	3/9/2021
Twining	1572 Santa Ana Avenue Sacramento, CA 95838	(916) 649-9000 (916) 921-8532	X	X	X	X	X			X	2/6/2021
Valley Inspection	326 Woodrow Avenue Vallejo, CA 94591	(707) 552-7037 (707) 552-7022				X			X	X	3/9/2021
Wallace-Kuhl & Associates, Inc.	3050 Industrial Boulevard West Sacramento, CA 95691	(916) 372-1434 (916) 372-2565	X	X	X	X	X	X		X	5/10/2019

Notes: (1) Agencies may have offices in more than one location. (2) Agencies with a "Pending Review" status are recognized. (3) Other agencies may be approved by local jurisdictions.