

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General Description of PROJECT for which Consultant will Provide Services:

This Service Order ("SO") is prepared to describe the CONSULTANT scope of services for providing Engineering, Landscape Architectural and Environmental services for PROJECT.

This PROJECT is located along the north bank of Los Gatos Creek and extends approximately 130 feet, from the north approach to the existing Three Creeks Trail/Los Gatos Creek Pedestrian Bridge to the west end of the existing Los Gatos Creek Trail – Reach 4. The trail extension will be paved and will be twelve-foot wide with two-foot wide shoulders with top of bank retaining walls and security walls. The general basis of design for this PROJECT will be the alignment and sections for this trail segment, as shown on the Construction Plans for the Los Gatos Creek Trail: Reach 4, prepared by AN-West, dated February 6, 2006. The 2006 design will be modified at each end of the trail extension to conform to current site conditions. Retaining wall and security wall types, fencing and drainage features may also be modified. Designs for tree plantings and irrigation (by others) will be included. All necessary temporary and permanent rights-of-way for this project have been, or will be, acquired by CITY.

This SO Includes six (6) Tasks:

- Task 1 – PROJECT Administration Documents
 - Task 2 - Preliminary Design
 - Task 3 – Final Design & Construction Document Preparation
 - Task 4 - Environmental Clearance Documentation and Regulatory Agency Permitting
 - Task 5 - Bid Support Services
 - Task 6 - Construction Administration Support Services
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Task No. 1: PROJECT ADMINISTRATION DOCUMENTS

TASK 1.01: PROJECT Schedule

- A. **Services:** CONSULTANT shall provide a PROJECT schedule of performance using Microsoft Project or other CITY approved scheduling software. The PROJECT schedule shall include task start and completion dates, critical path, numeric and graphic durations and order of activities, date of submitting deliverables, anticipated CITY review and processing time, and critical dates for PROJECT tasks and milestones. The schedule shall be updated as needed, due to significant changes to the PROJECT, or as directed by the CITY.

A draft PROJECT schedule shall be provided via electronic file for CITY review. CONSULTANT shall incorporate CITY'S comments and provide a final schedule within five (5) business days of receipt of CITY comments.

- B. Deliverable:** CONSULTANT will provide one (1) electronic copy of PDF of the PROJECT schedule to the CITY's Contract Manager.
- C. Completion Time:** The Consultant 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 the Notice to Proceed.

TASK 1.02: PROJECT MEETINGS

- A. Services:** CONSULTANT shall attend one (1) kickoff meeting and two (2) additional meetings with CITY staff during the development of the trail alignment and wall type selection. CONSULTANT shall prepare draft agendas and meeting summaries for each meeting for CITY review and comment. CONSULTANT shall distribute the final meeting agendas two (2) business days in advance of the meeting. CONSULTANT shall distribute meeting summaries to CITY staff and others in attendance no more than five (5) business days after the meeting.
- B. Deliverable:** CONSULTANT will provide one (1) electronic copy (PDF) of draft and final agenda for each meeting and one electronic copy (PDF) of draft and final meeting summaries for each meeting to the CITY's Contract Manager. All materials to be distributed via email.
- C. Completion Time:** The Consultant 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: as shown on the PROJECT Schedule in Task 1.01.
- On or before ____ Business Days from _____.

Task No. 2: PRELIMINARY DESIGN

TASK 2.01: Record Boundary & Topographic Survey

- A. Services:** CONSULTANT shall provide a ground topographic survey of the PROJECT area. The survey limits will include 30 feet on either side of the existing concrete security wall at the top of creek bank; an approximately 80-100-foot rectangular area around the north pedestrian bridge approach, and approximately 50 feet along the connection point on the existing Los Gatos Creek Trail. The topographic survey will locate up to six (6) cross sections from top of slope to the creek water line, locate and tag all existing trees, ground features, walls and supporting columns, pedestrian bridge approach edge, PG&E tower supports and any visible utility structures. CONSULTANT shall also provide a Record Boundary of APN 264-11-011 ("Alongi property"), owned by Alongi Bros, rotated to existing survey monuments and mark the location of the CITY easement lines while on site performing the topographic survey. The survey shall be prepared in AutoCAD format at 1' = 10' scale, with 1-foot contour intervals. CITY shall secure access rights for the survey to be completed by CONSULTANT on private property.
- Temporary Construction Easements ("TCE") on the Alongi property will be required. CITY will provide all services necessary to acquire the TCEs.
- B. Deliverable:** CONSULTANT will provide one (1) electronic copy (PDF) of completed survey and one (1) electronic copy of AutoCAD files to the CITY's Contract Manager.
- C. Completion Time:** The CONSULTANT must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:
- On or before the following date: as shown on the PROJECT Schedule in Task 1.01.
- On or before ____ Business Days from _____.

TASK 2.02: Geotechnical Engineering

A. Services: CONSULTANT shall review the existing Geotechnical Engineering Reports for the 2006 project and provide engineering design criteria and recommendations for the proposed retaining wall system and security walls(s) needed for the PROJECT, based on these existing reports. A maximum of two (2) different security wall types shall be evaluated in conjunction with the work described in Task 2.04 Structural Engineering. There are existing soil borings in the PROJECT area, including two (2) borings for the trail (Borings B-5 & 6, Earth System 2003) and one (1) abutment boring for the Three Creeks Trail Pedestrian Bridge (Boring A-13-001, Parikh 2014). CONSULTANT shall prepare a Log of Soil Borings for inclusion in the construction drawing package. Additional field borings or investigations, soil testing and reports are not anticipated, but if determined by CITY and CONSULTANT to be necessary, shall be considered as additional services.

The seismic design criteria shall follow current Caltrans Seismic Design Criteria (SDC V. 2.0) with ARS on-line tool V. 3.0. Geotechnical design parameters for the LPILE analysis for pile-supported wall options shall be provided. CONSULTANT shall also perform pavement coring at two (2) locations within the existing pavement/parking area on the Alongi property, along the PROJECT alignment. CITY shall secure access rights for the work to be completed on private property. CONSULTANT shall also provide earthwork specifications, along with creek bank stability and/or erosion protection recommendations.

B. Deliverable: CONSULTANT will provide one (1) electronic copy (PDF) of a draft and final Geotechnical Report for the proposed Retaining Wall System and Security Wall(s) to the CITY's Contract Manager.

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

- On or before the following date: as shown on the PROJECT Schedule in Task 1.01.
- On or before ____ Business Days from _____.

TASK 2.03: Landscape Architectural Services

A. Services: CONSULTANT shall provide up to three (3) conceptual design options for the trail connection to the existing pedestrian bridge approach and spur trail to Lonus Street. Recommendations for material finishes, signage and trailhead-type features shall also be provided, along with a preliminary construction cost for each design option. One (1) design review meeting with CITY staff shall also be included in this Task.

CONSULTANT shall insert CITY-provided ornamental planting and irrigation plans and specifications (created by others) into the plan set, upon CITY request.

B. Deliverable: CONSULTANT will provide one (1) electronic copy of rendered design options and one (1) electronic copy of design drawings and cost estimates for each option to the CITY's Contract Manager.

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

- On or before the following date: as shown on the PROJECT Schedule in Task 1.01.
- On or before ____ Business Days from _____.

TASK 2.04: Structural Engineering

A. Services: CONSULTANT shall prepare a short memorandum documenting whether the retaining wall proposed in the 2006 construction drawings is or is not the most appropriate and cost-effective solution for current site conditions. The memorandum will rely on current

topographic data, right-of-way acquisition documents, temporary construction easement documents, scour and hydraulics data provided in Task 2.05. The CONSULTANT will provide alternative recommendations to the CITY for consideration, such as installation of a soldier pile wall on the creek side of the proposed trail in a brief memorandum.

In addition to the design of a soldier pile retaining wall, CONSULTANT shall evaluate up to two (2) security wall types for the CITY to consider. The CITY shall be responsible for coordinating with the owner of the adjacent property for removal/relocation/modification of the electronic security system(s) currently located on the perimeter security wall.

CONSULTANT shall prepare a Memorandum evaluating the proposed perimeter wall replacement options (pre-cast panels, cast-in place panels or masonry units). The memorandum shall include typical security wall sections and preliminary cost estimates. Preparation of a Caltrans-style retaining wall Type Selection Report shall be considered as additional services.

- B. Deliverable:** CONSULTANT will provide one (1) electronic copy (PDF) of a Memorandum documenting the reasons for proposing a soldier pile wall system for the retaining wall system on the creek side of the project and describing the security wall options, including design data, typical sections, and cost estimates for each wall type to the CITY's Contract Manager.
- C. Completion Time:** The CONSULTANT 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: as shown on the PROJECT Schedule.
- On or before ____ Business Days from _____.

TASK 2.05: Civil Engineering and Preliminary Design (35%)

- A. Services:** CONSULTANT shall confirm the horizontal and vertical alignment of the trail extension, as shown on the 2006 construction drawings. The trail alignment and profile shall be updated to conform to existing site conditions at each end of the trail, the CITY purchased property (easement), and to accommodate the Landscape Architectural options provided in Task 2.03. CONSULTANT, with CITY input, shall also confirm the types of fencing and or security walls to be constructed as part of the PROJECT. Trail drainage shall be evaluated, along with creek bank stability and need for erosion protection. CONSULTANT shall provide preliminary construction drawings which include the following: existing topography and utilities; existing rights-of-way; trail plan and profile; typical sections, preliminary retaining wall and security wall profiles and sections; trail drainage information and the CITY-preferred trail connection option at the pedestrian bridge. A preliminary construction cost estimate for the PROJECT shall also be provided.

CONSULTANT shall review the creek hydraulic analysis conducted for the 2006 project and for the Three Creeks Trail Los Gatos Creek Pedestrian Bridge PROJECT and the current FEMA Map hydraulic model to estimate the 100-yr water surface elevation along the PROJECT alignment. Based on this information, CONSULTANT shall evaluate creek bank erosion and scour potential below the proposed retaining wall and trail. Appropriate erosion/scour protection measures shall be incorporated into the PROJECT design, if needed, by CONSULTANT. Creek bank armoring and re-construction/grading are not anticipated.

CONSULTANT shall coordinate with PG&E regarding construction activities adjacent to their existing high-voltage tower. Coordination activities shall include: phone conversations; virtual meetings, one (1) site meeting and providing preliminary trail designs and sections to PG&E to review. Construction requirements for work adjacent to the tower shall be incorporated into the PS&E, by CONSULTANT.

The eastern end of the PROJECT alignment extends into Valley Water ("VW") property. CONSULTANT shall prepare a VW Encroachment Permit Application for CITY signature and shall submit the application to VW along with the Preliminary Engineering Drawings prepared in

this Task. CONSULTANT shall: participate in one (1) virtual meeting with CITY and VW staff to discuss the PROJECT design; respond in writing to VW review comments on the Preliminary Engineering and 90% PS&E submittals to VW and provide Final Construction Drawings and Specifications to VW for permit issuance.

- B. Deliverable:** CONSULTANT will provide one (1) electronic copy (PDF and AutoCAD files) of all Preliminary Design Drawings on full-size (24x36") format, a PDF copy of the Preliminary Construction Cost Estimate. One (1) electronic copy (PDF) of VW Encroachment Permit Application, and one (1) electronic copy (PDF) of the Hydraulic Analysis Memorandum to the CITY's Contract Manager.
- C. Completion Time:** The CONSULTANT 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: as shown on the PROJECT Schedule in Task 1.01.
- On or before ____ Business Days from _____.

Task No. 3: FINAL DESIGN & CONSTRUCTION DOCUMENT PREPARATION

TASK 3.01: 90% Plans, Specifications & Estimate ("PS&E")

- A. Services:** CONSULTANT shall provide final design services for all construction elements of the PROJECT and prepare 90% construction documents based on the 2006 construction drawings and the preliminary design drawings and construction cost estimate developed in Task 2. CITY review comments on the preliminary design submittals shall be incorporated into the 90% PS&E. The 90% plan submittal shall include the following drawings:

- Cover Sheet (1 sheet)
- General Abbreviations, Legend and General Notes Sheet (1 sheet)
- Key Map and Survey Control Sheet (1 sheet)
- Demolition and Tree Removal Plan (1 sheet)
- Typical Cross Section Sheets (1 sheet)
- Plan and Profile Sheets 1" = 10 feet (1 sheet)
- Construction Details Sheets (4 sheets)
- Retaining Wall General Plan Sheets (1 sheet)
- Retaining Wall Details (2 sheets)
- Security Wall General Plan Sheets (1 sheet)
- Security Wall Details (1 sheet)
- Log of Soil Test Borings (1 sheet)
- Signing and Striping Plans (1 sheet)
- Signing and Striping Details (2 sheets)
- Fencing Plan and Details (2 sheets)
- Landscape Plan, Index, General Notes, and Legend (1 sheet)
- Trail Architecture Details (1 sheet)
- Tree Planting Plan and Details (2 sheets) – by CITY
- Irrigation Plan and Details (2 sheets) – by CITY
- Erosion Control Plan and Details (4 sheets)

CONSULTANT shall prepare the technical specifications to the 90% level of completion. The specifications shall include, but not be limited to, landscape design elements: geotechnical recommendations for earthwork; civil specifications for trail construction, structural specifications for the retaining wall and security wall; storm water management and requirements that the Contractor prepare a Stormwater Pollution Prevention Plan; permit conditions and references to the latest CITY of San Jose standard provisions.

CONSULTANT shall prepare the Specification Appendices, including attaching permits and CITY and Caltrans standard details. CONSULTANT shall assist the CITY to fill out specific sections of the Special Provisions including estimating the calendar days and durations of work and provide a bid form consistent with the specifications and cost estimate. CITY shall be responsible for providing the General and Special Provisions and assembly of the specification package.

CONSULTANT shall prepare stamped structural calculations and complete the Structural Special Inspection Short Form for the retaining wall and security wall. CONSULTANT shall prepare a preliminary construction cost opinion based on the information contained in the 90% Submittal. CONSULTANT shall prepare the cost estimate for the PROJECT trail, structures and features, including construction contingencies per CITY policy and estimated escalation factors. The cost estimate shall be prepared by a professional construction cost estimator.

Design and plan preparation for environmental mitigation plantings are not anticipated and not included in this scope of work. Preparation of design drawings for mitigation plantings and irrigation systems would be considered additional services if such work is determined to be necessary by regulatory agencies.

- B. Deliverable:** CONSULTANT will provide one (1) electronic copy (PDF) of the 90% Plans, Specifications and Cost Estimate for CITY review and approval to the CITY's Contract Manager. CONSULTANT shall provide one (1) half-size (11"x17") and one full-size (24"x36") hard copy of the 90% Plans on bond paper for CITY to duplicate and distribute to other CITY staff for review and One (1) electronic copy (PDF) of the response to 35% comments to the CITY's Contract Manager.
- C. Completion Time:** The CONSULTANT 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: as shown on the PROJECT Schedule in Task 1.01.
- On or before ____ Business Days from _____.

TASK 3.02: Final Construction Documents

- A. Services:** CONSULTANT shall respond in writing to all CITY review comments provided on the 90% Submittal and shall incorporate CITY review comments into the Final Construction Documents. CONSULTANT shall sign and stamp the Drawings and Specifications.
- B. Deliverable:** CONSULTANT will provide one (1) electronic copy (both AutoCAD and PDF) of the Final Plans, Specifications and Cost Estimate to the CITY's Contract Manager. CONSULTANT shall provide one (1) full-size (24"x36") hard copy of the Final Plans on bond paper and one (1) electronic and hard copy of the stamped structural calculations and the structural Special Inspection short form to the CITY's Contract Manager.
- C. Completion Time:** The CONSULTANT 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: as shown on the PROJECT Schedule in Task 1.01.
- On or before ____ Business Days from _____.

Task No. 4: ENVIRONMENTAL CLEARANCE DOCUMENTATION AND REGULATORY AGENCY PERMITTING

TASK 4.01: Environmental Clearance Documentation

- A. Services:** CONSULTANT will prepare an Addendum to the 2004 CEQA Initial Study and Mitigated Negative Declaration with the review and approval from CITY's Planning, Building, and Code Enforcement Department ("PBCE"). The approved CEQA document was based on the preliminary design available at the time, and did not include features (e.g., retaining wall) that were part of the 2006 final design by AN West. For the CEQA document to be used for the current design – including any refinements made under Task 3 – it must be updated to encompass any potential encroachments below the top of bank in this area. As part of this work, CONSULTANT will work with various CITY departments to confirm the status of all previously constructed environmental restoration projects associated with the Los Gatos Creek Trail – it is assumed that additional restoration will be needed given the additional encroachment below the top of bank and the associated tree removal.

CONSULTANT will work with PBCE throughout task delivery to ensure that their requirements are met and shall respond to one (1) round of CITY review comments on the Draft Addendum.

- B. Deliverable:** CONSULTANT will provide one (1) electronic copy each of the draft and final Addendum document to the CITY's Contract Manager.
- C. Completion Time:** The CONSULTANT 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: as shown on the PROJECT Schedule in Task 1.01.
- On or before ____ Business Days from _____.

TASK 4.02: Regulatory Agency Permitting

- A. Services:** CONSULTANT will prepare the following regulatory permit applications: San Francisco Bay Regional Water Quality Control Board Water Quality Certification, California Department of Fish and Wildlife ("CDFW") Streambed Alteration Agreement, and Santa Clara Valley Habitat Agency Public Reporting Form. This list of permits assumes that there will be no encroachment within the Los Gatos Creek ordinary high water mark, and therefore no U.S. Army Corps of Engineers permits are needed. In addition to preparing the applications, CONSULTANT shall coordinate with the regulators in advance of the submittals and engage with each of them as needed during their review processes to answer questions and address comments.

- B. Deliverable:** CONSULTANT will provide one (1) electronic copy of each of the three (3) draft permit applications for CITY signature to the CITY's Contract Manager.

- C. Completion Time:** The CONSULTANT 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: as shown on the PROJECT Schedule in Task 1.01.
- On or before ____ Business Days from _____.

TASK NO. 5: BID SUPPORT SERVICES

TASK 5.01 Bid/Award Support

CONSULTANT shall assist the CITY during the Bid/Award phase of the PROJECT with support services as specified below.

- A. Services:** CONSULTANT shall review written questions received by CITY's PROJECT Manager during the bidding process. CONSULTANT, as needed and requested by CITY, shall review and

comment on CITY prepared Addenda and provide supporting Plans, Specifications and exhibits. CONSULTANT shall also assist the CITY with review of bids received for the PROJECT.

- B. Deliverables:** As needed and requested by CITY, CONSULTANT shall provide review and supporting technical documents for Addenda/Clarifications for CITY approval and use in electronic (AutoCAD/PDF) format.
- C. Completion Time:** The CONSULTANT 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: Completed per the PROJECT Schedule or as notified by the CITY.
- On or before ____ Business Days from _____.

TASK NO. 6: CONSTRUCTION ADMINISTRATION SUPPORT SERVICES

CONSULTANT shall assist the CITY during the Construction phase of the PROJECT with support services as specified below.

TASK 6.01 Biological Monitoring

6.01.1 Pre-Construction Survey and Construction Monitoring

- A. Services:** CONSULTANT shall conduct one (1) mobilization for a bird nest and bat roost survey, prior to the start of construction activities planned within the bird nesting season, in accordance with the requirements of the Mitigation Monitoring and Reporting Plan for the PROJECT. In addition, CONSULTANT shall provide up to two (2) days of field observation/monitoring during construction activities. If bird nests are found to be present within or adjacent to the work areas, CONSULTANT shall establish a buffer zone between the proposed PROJECT activities and the nest or roost. CONSULTANT shall monitor them until the nest or roost is perceived to be no longer active. Services do not include any bird impact mitigation or supplemental permits that may be required by CDFW to facilitate construction of the PROJECT; such services will be considered additional services.
- B. Deliverables:** CONSULTANT shall provide one (1) electronic copy (PDF) of the Pre-Construction Bird Nest and Bat Roost Survey, and all subsequent survey findings for CITY review.
- C. Completion Time:** The CONSULTANT 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 start of construction activities planned within the bird nesting season, in accordance with the requirements of the Mitigation Monitoring and Reporting Plan for the PROJECT.

6.01.2 Environmental Awareness Training

- A. Services:** CONSULTANT shall provide a plan for conducting environmental awareness training prior to the start of construction for the construction contractor's personnel, for the CITY's review and approval. Upon CITY approval of this plan, CONSULTANT shall conduct the training. The plan shall address environmentally sensitive species of plants and animals that may be encountered in the PROJECT area, installation of construction exclusion fencing, stabilization of areas of disturbed soils, and implementation of erosion control best management practices for the PROJECT.

CONSULTANT shall implement the approved environmental awareness program for all construction workers. The training shall take the form of 30-minute tailgate meetings at the beginning of the work shift. CONSULTANT shall conduct a maximum of two (2) such trainings for

work conducted in environmentally sensitive areas and to accommodate new workers as they are added to the PROJECT. CONSULTANT shall prepare an Environmental Awareness Handout, including illustrations, photographs, and/or PROJECT mapping showing areas where minimization and avoidance measures are being implemented.

- B. Deliverables:** CONSULTANT shall provide one (1) electronic copy (PDF) of the Environmental Awareness Handout for CITY.
- C. Completion Time:** The CONSULTANT 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 start of construction activities and mobilization of the site for the PROJECT.

TASK 6.02 Construction Administration Support

CONSULTANT shall provide Construction Administration Support services for the PROJECT as specified below: CITY will retain a Special Inspector for this PROJECT, who will conduct all on-site construction inspections required by applicable building codes.

6.02.1 Pre-Construction Meeting

- A. Services:** CONSULTANT shall attend and participate in one (1) pre-construction meeting with the CITY and the construction Contractor. CITY will conduct the pre-construction meeting and provide the facility and all meeting logistics. CONSULTANT shall assist the CITY in preparing an agenda for the pre-construction meeting, present the project plans, and prepare a written meeting summary. CONSULTANT's PROJECT Manager and up to two (2) other staff shall attend the preconstruction meeting.
- B. Deliverables:** CONSULTANT shall provide one (1) electronic copy of the meeting summary for CITY review.
- C. Completion Time:** The CONSULTANT 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 the day of the CITY scheduled pre-construction meeting.

6.02.2 General Site Visits

- A. Services:** CONSULTANT shall attend up to eight (8) site visits during construction, as requested by CITY, to review specific construction issues.

In addition, CONSULTANT shall perform up to one (1) site visit to review landscape architectural-related items as required by the technical specifications and as requested by CITY.

At each site visit, the CONSULTANT shall observe construction progress and completed work quality. CITY shall prepare the agenda and conduct the site visits. CONSULTANT shall provide a written summary of observed site conditions or issues addressed in the field, as requested by CITY.

Field Observations: CONSULTANT shall provide CITY a brief written report of field observations. CONSULTANT is not responsible for testing of excavation and fill. CONSULTANT shall review information provided by CITY's Material Testing Laboratory to verify compliance consistent with the construction contract documents as a part of Contractor submittals.

- B. Deliverables:** CONSULTANT shall provide one (1) electronic copy of written field visit summaries

for CITY review.

- C. **Completion Time:** The CONSULTANT shall 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 5 Business Days after each field visit.

6.02.3 **Review Contractor Submittals**

- A. **Services:** CONSULTANT shall review Contractor submittals as needed and requested by CITY, including but not limited to: Contractor's schedule, traffic handling plans, equipment and material submittals, shop drawings, product data, and material samples required by the contract documents, and shall provide recommendations for approval or rejection of specified items based on the Contract Documents. CONSULTANT shall use CITY's Virtual PROJECT Manager ("VPM") software for submittal reviews. CONSULTANT shall develop a list of submittals based on the PROJECT specifications.

CONSULTANT shall review each submittal and provide a recommendation to CITY within ten (10) working days of notification via VPM of submittal being posted, except with advanced notice of urgent reviews requested.

- B. **Deliverables:** CONSULTANT shall provide one (1) electronic copy of the list of submittals. CONSULTANT shall provide responses to each Contractor Submittal via VPM.

CONSULTANT shall review all contractor submittals. CONSULTANT does not anticipate encountering hazardous waste during excavation activities. Therefore, additional submittals that may be required for handling and disposal of hazardous waste material shall be considered as additional services and subject to a separate Service Order.

- C. **Completion Time:** The CONSULTANT 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 10 Business Days from receipt from CITY.

6.02.4 **Respond to Contractor Request for Information ("RFI")**

- A. **Services:** CITY's VPM software shall be used by CONSULTANT to review RFI and to provide written recommendations to CITY's PROJECT Manager, within ten (10) working days of notification of RFI from VPM, except with advanced written notice of extension or urgent reviews requested by the CITY.

- B. **Deliverables:** CONSULTANT shall provide responses to each Contractor RFI via VPM.

- C. **Completion Time:** The CONSULTANT 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 10 Business Days from receipt from CITY.

6.02.5 **Assist with Change Orders**

- A. **Services:** CONSULTANT shall review change order proposals as needed and requested by CITY, make an independent estimate of the work value, and provide written recommendations to the CITY regarding acceptance of the proposal, within five (5) working days of receipt of the change order proposal from CITY. CONSULTANT shall prepare or modify the drawings and

documents to accompany the CITY-prepared change order, as determined necessary by CITY, within five (5) working days of notice from CITY, except with advanced written notice of extension as approved by CITY.

- B. Deliverables:** CONSULTANT shall provide an electronic copy of recommendations regarding the change order proposal.
- C. Completion Time:** The CONSULTANT 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 5 Business Days from receipt from CITY.

6.02.6 Final Walk Through

- A. Services:** CONSULTANT shall attend one (1) final PROJECT walk-through, with CITY, upon notification from CITY that the work is completed and ready for final inspection. Within three (3) working days of completing the PROJECT walk-through, CONSULTANT shall notify CITY in writing if there are additional items of work to be added to the punch list prepared by CITY inspector.
- B. Deliverables:** CONSULTANT shall provide one (1) electronic copy (PDF) of CONSULTANT'S determination as to whether additional items of work must be added to the punch list based the final walk through.
- C. Completion Time:** The CONSULTANT 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 date of the CITY scheduled walk-through for the PROJECT.

6.02.7 Weekly Construction Meetings

- A. Services:** CONSULTANT PROJECT Engineer and Structural Engineers shall attend weekly virtual ZOOM or teleconference meetings with CITY and contractor to discuss progress of construction, weekly construction schedule and pending field activities, status of material submittals, scheduling of CITY inspections and related issues. CITY will prepare meeting agendas and schedule and conduct the meetings. Up to 24 weekly construction meetings are anticipated. In addition to the 8 general site visits listed under Task 6.02.2, four (4) of these weekly construction meetings can be conducted on site, at the CITY'S discretion.
- B. Deliverables:** CONSULTANT shall review meeting summaries prepared by CITY and provide additional information, as appropriate, within two (2) business days of receipt of draft meeting summary.
- C. Completion Time:** The CONSULTANT 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 the CITY scheduled days of construction meetings.

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Vanessa Lindores	Phone No.: 408-535-8392
Department: Public Works, CFAS	E-mail: Vanessa.Lindores@sanjoseca.gov
Address: 200 East Santa Clara St., 6 th Floor, San Jose, CA 95113	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Constance Gazaway	Phone No.: 669-800-1043 Mobile No. 408-390-2446	03/04/2022		
Address: 1737 N. First Street #300, San Jose, CA 95112	E-mail: constance.gazaway@jacobs.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1.				
2.				
3.				

3. Subconsultants: Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1, HMM Engineer's	Surveying
2.Parikh Consultants	Geotechnical Engineering

4. Reimbursable Expenses: If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance with this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task Nos. from Attachment A	Basis of Compensation	Invoice Period	Compensation
Task 1	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$17,048
Task 2	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$156,530
Task 3	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$247,474
Task 4	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$41,144
Task 5	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$5,472
Task 6	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$84,472
Part 2 – Reimbursable Expenses			
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of: \$0	
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of: \$0	
Maximum Service Order Compensation (sum of Parts 1 through 3):			
			\$552,140



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	1-212-948-1306	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 1-212-948-1306 NAIC # 22667
INSURED CH2M HILL ENGINEERS, INC. 9191 South Jamaica Street Englewood, CO 80112-5946			

COVERAGES

CERTIFICATE NUMBER: 62435563

REVISION NUMBER:

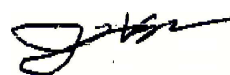
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G72493503	07/01/21	07/01/22	EACH OCCURRENCE	\$ 7,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 7,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25545631	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C67817540 (AOS)	07/01/21	07/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A				SCF C6781762A (WI)	07/01/21	07/01/22	E.L. EACH ACCIDENT	\$ 1,000,000
A				WCU C67817588 (OH) *	07/01/21	07/01/22	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 012	07/01/21	07/01/22	PER CLAIM/PER AGG	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LOCATION: Englewood, CO. CONTRACT ADMINISTRATOR: Cheryl Totten. RE: ENGINEERING CONSULTANT DESIGN SERVICES FOR VARIOUS CITY TRAIL PROJECTS. THE CITY OF SAN JOSE, ITS OFFICIALS, EMPLOYEES, AGENTS, AND CONTRACTORS ARE INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY AND AUTO POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY AND IS LIMITED TO THE LIABILITY RESULTING FROM THE NAMED INSURED'S OWNERSHIP AND/OR OPERATIONS. GENERAL LIABILITY AND AUTO LIABILITY INCLUDE SEPARATION OF INSURED AND NO CROSS SUITS EXCLUSION. GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION POLICIES INCLUDE A WAIVER OF SUBROGATION. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SAN JOSE - FINANCE DEPARTMENT RISK & INSURANCE ATTN: RISK MANAGEMENT 200 EAST SANTA CLARA STREET, 14TH FLOOR SAN JOSE, CA 95113 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)
Cert Renewal
62435563

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PUBLIC WORKS - DIRECTOR'S OFFICE TRANSMITTAL

After Division Manager approves, forward transmittal and documents to the "Submit To" person specified on the Public Works Approval Matrix. The matrix can be found on the PW intranet web page.

Name	Your Location & Division	Phone No.
Prepared by: Vanessa Lindores	CFAS/6th Floor	408-535-8392

Subject or Proj ID/Name 9843 - Three Creeks Trail Extension SO#13 CH2M

City Attorney (for signature)
 Deliver to:
 City Attorney Kevin Fisher Matter # 1907193 Approved by email _____ Date 03/30/2022
 (if applicable, otherwise check appropriate box below)

Council Memo Council Date _____ Date Due to Director's Office _____

Draft reviewed by: (provide name) <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Budget Office _____ <input type="checkbox"/> Client Dept(s) _____ Attachments: <input type="checkbox"/> Memo <input type="checkbox"/> Map <input type="checkbox"/> CEQA Clearance <input type="checkbox"/> Budget Worksheets <input type="checkbox"/> Other _____	To be completed by Council Liaison: Approved: _____ Approved: _____ Approved: _____
---	--

Correspondence

Info Memo

Committee Memo
 Committee _____
 Committee Date _____
 Date Due to CMO _____

Director Award Memo

Memo

Letter

Travel Request or Statement

Reviewed by Travel Coordinator :

 Initials Date

CMO Transmittal

Other _____

Contracts & Agreements

Council Award

Construction Contract \$1,000,000

Consultant Agreement >\$290,000

Amendment # _____

Utility >\$100,000

Manager Award

Construction Contract >\$1,000,000

Consultant Agreement ≤\$290,000

Amendment # _____

Parkland Agreement

Director Award

Director Award, Minor <\$100,000

Director Award, Major <\$1,000,000

Construction Contract ≤\$1,000,000

Parkland Agreement

Utility Agreement ≤\$100,000

Other _____

Change Orders / Service Orders

Council Approval

Original contract ≤ \$100,000; single CCO >\$10,000





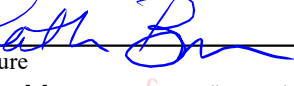
Original contract > \$100,000; single CCO >\$100,000

Sum of all CCOs exceed contingency amount:
 Contingency \$ _____
 Total CCOs \$ _____

Director Approval

CCO >\$20,000 & ≤ \$100,000

SO > \$20,000 & ≤ Agrmt amount

SECTION MANAGER/ SUPERVISOR:	 Signature	Jane Wu Print name here	Date <u>4/7/22</u>
DIVISION ANALYST (if applicable)	 Signature	Thao Vo Print name here	Date <u>4/11/2022</u>
DIVISION MANAGER	 Signature	Tala Fatolahzadeh Print name here	Date <u>4/25/2022</u>
ADMINISTRATION	 Signature	Suzanne McPherson Print name here	Date <u>04/29/2022</u>
DEPUTY DIRECTOR	 Signature	Katherine Brown Print name here	Date <u>05/05/2022</u>
ASSISTANT DIRECTOR	Matt Signature	Digitally signed by Matt Cano, Director Date: 2022.05.06 12:55:00 -07'00'	Date _____

Comments: _____



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Vanessa Lindores
STAFF EMAIL: Vanessa.Lindores@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: April 5, 2022 TOTAL PAGES: (INCLUDING THIS PAGE) 1

CONSULTANT NAME: Mark A. Wood

EMAIL: mark.wood2@jacobs.com

PHONE: 510 305-2528

- I agree to use electronic signatures

SIGNATURE OF CONSULTANT:

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN **BLUE** INK
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):
Vanessa.Lindores@sanjoseca.gov

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Service Order

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES #663502 -016

Contractor: CH2M HILL Engineers, Inc. (Jacobs Engineering Group)

Address: 1737 North First Street, Suite 300, San Jose, 95112

Phone: 669-800-1043

Email: David.VonRueden@ch2m.com

#13

Contract Description: Service Order for Trail Engineering and Construction Administration Services for 9843 - Three Creeks Trail Extension

Term Start Date: 06/24/2018 Term End Date: 06/30/2023 Extension: Select one

Method of Procurement: RFQ RFB, RFP or RFQ No.: 8772 Date Conducted: 11/07/2018

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: MA max \$5,000,000 Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____ Updated Contract Amount: _____

Fund/Appropriation: 375-210483, 384-210483 APPN:424N

Form 700 Required: Yes

Revenue Agreement: Select one

Business Tax Certificate No.: 8830312133

Expiration Date: 08/15/2022

Department: Public Works (57)

Department Contact Name/Phone: Vanessa.Lindores@sanjoseca.gov

Notes:

Matt
Cano,
Director
Digitally signed
by Matt Cano,
Director
Date: 2022.05.06
12:55:19 -07'00'

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date