

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF MILPITAS AND  
GATES & ASSOCIATES**

THIS AGREEMENT for consulting services is made by and between the City of Milpitas referred to herein as the ("City"), and Gates & Associates Landscape Architecture ("Consultant") as of May 7, 2013.

**AGREEMENT**

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2014, the date of completion specified in Exhibit A, and Consultant shall complete all the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the professional standards normally observed by a practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial manner and shall conform to the professional standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Professional Skill.** It is mutually agreed by the parties that City is relying upon the professional skill of the consultant as a specialist in the work, and Consultant represents to the City that its work shall conform to the normal professional standards of the profession. Acceptance of the Consultant's work by the City does not operate as a release of Consultant's representations. It is intended that Consultant's work shall conform to normal standards of accuracy, completeness and coordination.
- 1.4 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Exhibit A shall name any specific personnel who shall be performing services. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

- 1.5 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to complete Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant an amount not to exceed Sixty-five Thousand dollars (\$65,000) based on time and materials for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred during the billing period. Invoices shall contain the following information:
- Serial identification of bills;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion, if applicable;
  - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
  - The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Consultant. Ten (10) percent shall be retained by the City from each Agreement billing until the completion of the Agreement unless authorized differently by City. In the event that an invoice is not acceptable to the City, said invoice shall be returned to Consultant within thirty (30) days of the City's receipt of the invoice with a detailed explanation of the deficiency. City's obligation to pay a returned invoice shall not arise earlier than thirty (30) days after resubmission of the corrected invoice.

2.3 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment. In the event that Consultant identifies additional work outside the scope of services specified in Exhibit A that may be required to complete the work required under this Agreement, Consultant shall immediately notify the City and shall provide a written not-to-exceed price for performing this additional work.

2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on Exhibit B.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any other applicable federal or state taxes.

2.6 **Reimbursable Expenses.** Reimbursable expenses are shown on Exhibit B, and shall not exceed Two Thousand dollars (\$2,000.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total not-to-exceed amount of compensation provided under this Agreement.

2.7 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date. The

City shall have no obligation to compensate Consultant for work not verified by logs or timesheets.

- 2.8 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written Notice to Proceed from the City.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, cellular telephone, long-distance telephone, or other communication charges, vehicles, and reproduction facilities.

If the performance of the work specified in Exhibit A requires destructive testing or other work within the City's public right-of-way, Consultant, or Consultant's subconsultant, shall obtain an encroachment permit from the City.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the

Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

#### **4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant;

premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**4.3 Professional Liability Insurance.** If Consultant shall be performing licensed professional services, Consultant shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3** The policy must contain a cross liability clause.
- 4.3.4** The following provisions shall apply if the professional liability coverages are written on a claims-made form:
  - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the Agreement or the work, unless waived in writing by the City.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

#### 4.4 Requirements for All Policies.

- 4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.
- 4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. 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. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, contractors, consultants, and volunteers. The City may condition approval of an increase in deductible or self-insured

retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

**4.4.5 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

**4.6 Waiver.** The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778

of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. Otherwise, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and to perform this Agreement. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business license from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the City or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may terminate this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed prior to the effective date of termination as provided in Section 2. City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors listed in the Consultant's proposal, without prior written approval of the City.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:
- 8.6.1 Immediate cancellation of the Agreement;
  - 8.6.2 Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement prior to cancellation; and
  - 8.6.3 Retention of a different consultant at Consultant's cost to complete the work described in Exhibit A not finished by Consultant.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City at any time upon demand of the City. It is understood and agreed that the documents and other

materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Failure by Consultant to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are preliminary drafts not kept by the City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties.

- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Clara or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 **No Implied Waiver of Breach.** The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant were an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Consultant certifies that it has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person (other than a bona fide employee of Consultant) in connection with procuring this Agreement, nor has Consultant agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Michael Boitnott who is authorized to act for, and on behalf of, City. All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

Gates & Associates  
David Gates, Principal  
2671 Crow Canyon Rd  
San Ramon, Ca 94583

Any written notice to City shall be sent to:  
Kathleen Phalen, Acting City Engineer  
455 East Calaveras Boulevard  
Milpitas, California 95035

**10.11 Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

**10.12 Integration.** This Agreement, including the exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**10.13 Exhibits.** All exhibits referenced in this Agreement are incorporated by reference herein.

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
Thomas C Williams, City Manager

\_\_\_\_\_  


Taxpayer Identification Number

APPROVED AS TO FORM:

\_\_\_\_\_  
94-2731532

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Kathleen Phalen, Acting Public Works Director/City Engineer

APPROVED:

\_\_\_\_\_  
Emma Karlen, Finance Director/Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES FOR MCCARTHY BLVD. / RANCH DR. (LMD 95) LOCAL IMPROVEMENT DISTRICT IMPROVEMENTS

#### **General:**

The McCarthy Blvd. Lighting, Landscape and Maintenance District “LLMD” runs along portions of McCarthy Blvd. from South Ranch Dr. towards the Northern City limits and includes portions of Ranch Dr. see attached map for locations. The LLMD improvements were installed in the mid 1990’s and many of them are in need of rehabilitation, repair or updating.

This improvement project is intended to correct deficiencies in the lighting, electrical, and irrigation, and planting. The work scope to correct all items is known to exceed the City’s improvements. The Consultant will need to provide a set phased improvement plans that can be implemented over several years as funds become available. The first phase of work shall include removing any trip hazards to pathways, corrections to the irrigation, lighting, and electrical systems and correct any significantly impacted landscape areas. The subsequent phase of work would include rehabilitation of landscaping and improvements that could not be completed in the first phase. The City wishes to put the project out to bid for construction in **Summer/Fall 2013**.

**The landscape for the LLMD is primarily irrigated with recycled water.**

Consultant and the City recognize the importance of the need to maintain the Consultant’s key personnel throughout the entire duration of services, and therefore will conduct their business in a professional manner to schedule and support their personnel to provide the scope of services in a timely and professional manner.

#### **TASK 1 –CONCEPT DESIGN**

##### Subtask 1.1 – Project Start-up Meeting

Prepare work program and project schedule detailing major milestones, design tasks, reviews, and other items critical to the project design process.

Meet with City Staff to:

- Review project objectives, approach, & deliverables
- Verify regulatory/approval process & administrative procedures
- Define project deliverables
- Define phase 1 implementation area including McCarthy Boulevard/South Ranch Drive intersection and a typical median segment
- Clarify City preferred materials, equipment, & available resources

##### Subtask 1.2 – Assessment of LMD

Assess existing lighting, electrical, irrigation, and landscape through field reconnaissance:

- Meet with City representative on site and assess existing irrigation
- Meet with City representative on site before the sun rises or after the sun sets to assess existing lighting
- Assess existing landscape including compatibility with recycled water

#### Subtask 1.3 – Concept Development

Prepare overall landscape Master Plan of McCarthy Boulevard & Ranch Drive streetscape improvements. Plan will identify distinct landscape zones including the following:

- Intersection at McCarthy & South Ranch Drive
- Mall frontage
- East side of McCarthy at Interstate 880 frontage
- West side of McCarthy
- Medians
- Northern entry

Prepare annotated plan graphics illustrating recommendations and associated costs for each zone.

Identify materials options for:

- Plant palette
- Median paving
- Irrigation equipment

Prepare concept design for phase 1 implementation area including McCarthy Boulevard/South Ranch Drive intersection and a typical median. Phase I improvement project is estimated to be between \$300k and \$400k.

- Prepare plan enlargement and concept imagery illustrating McCarthy Boulevard/South Ranch Drive intersection recommendations
- Prepare plan enlargement of recommendations for a typical median
- Project should have a 60-120 day plant establishment period

#### Subtask 1.4 – Comprehensive Lighting & Irrigation System Renovation

Prepare system wide recommendation options to address lighting and irrigation repair and update with cost analysis.

#### Subtask 1.5 – Council Presentation (Additional Services Option)

- Prepare illustrative plan and exhibits describing overall scope and Phase I project.
- Prepare PowerPoint presentation.
- Participate in Council presentation.

## TASK 2 – CAD BASES

The objective of this task is to prepare an electronic base for the entire length of the project including McCarthy Boulevard and Ranch Drive.

### Subtask 2.1 – Horticultural Analysis

Collect soil samples to develop recommendations for soil amendment.

### Subtask 2.2 – Review of Existing Documents

Obtain and review:

- Existing As-built drawings (in paper format, no electronic drawings)
- Utility plat maps
- Tree survey / Arborist Report
- City Heritage Tree Policy
- Maintenance Reports

### Subtask 2.3 – Field Survey

Conduct field survey of McCarthy Boulevard and Ranch Drive of tree locations and spot elevations

### Subtask 2.4 – Base Map

Create CAD bases using existing as-builts, survey information, and field reconnaissance.

### **PRODUCTS:**

CAD Base  
Soil Analysis

## TASK 3 – FINAL DESIGN

The objective of this task is to prepare a bid set of construction documents for construction of phase 1 of the approved preliminary plan. Development of a final design and delivery of a package of plans, specifications, and estimates (PS&E) that may be bid out for

construction. Project scope to include McCarty Boulevard/South Ranch Drive intersection and one median which can be used as a model for future median improvements

- This process will be coordinated by the Public Works Department.
- The design may include but not be limited to soil remediation, irrigation repair and/or replacement, lighting repair and/or replacement, plant removal and installation, removal and/or repair of damaged site elements, design of new site furnishings
- These plans shall be at reasonable scales, but not smaller than 1"=40' for site, and Civil, and 1/4" = 1' for structural plans.
- The PS&E package shall meet the requirements of the City Building and Planning departments, for review local and state codes for zoning, building, and CEQA submittal and approval requirements.
- The Consultant shall design the Project in compliance with latest City, State, and Federal Storm Water Pollution Prevention, Stormwater Treatment Requirements "C3" and Erosion Control guidelines. The Consultant shall provide Erosion Control Plan details, guidelines and technical specification section for the Contractor use in preparing the project SWPPP. The City wishes to keep the disturbed areas for this project to less than 1 acre so a NOI would not be required.
- The Consultant shall prepare Project Plans using the City's Standard Title Block to be located at the bottom right of each Plan sheet. (City to provide title block in AutoCAD)
- Project Specifications shall be prepared using the City's standard front end document – Sections A, B, C, D. The City also has several Technical Specification Sections (E) which are also standard that may be used on the project. If Consultant uses the City provided technical sections the Consultant will be required to stand behind the design. All other technical specification sections shall be prepared by the Consultant. The specifications shall be created in conformance with the current industry standard, CSI format. The technical specifications shall be coordinated with the plans and all the design disciplines. The technical specifications shall also accurately reflect the design plans for all the design disciplines. The construction documents shall conform to the applicable: California Building Code, Title 24, ADA, South Bay Recycled Water, and all other applicable local, State and Federal codes, regulations, permit requirements, and conditions necessary for issuance of a the necessary Permits. The specifications shall include measurement and payment wording. The Consultant shall coordinate the inclusion of the technical specifications into the front-end specifications as one packet. The Consultant shall provide estimated construction costs in the form of the contractor bid proposal format. Unit cost items shall be used whenever possible. The construction schedule shall be specified in working days or calendar days as approved by the City.
- Final plans ready for bidding shall be submitted wet signed/stamped hard copy and on compact disk (CD) in AutoCAD and PDF formats.

### Subtask 3.1 – 90% PS&E

Using City Standard title block, prepare 90% construction documents for the McCarthy Boulevard/South Ranch Drive intersection and one median, including:

- Demolition Plans
- Layout Plans
- Planting Plans & Details
- Irrigation Plans & Details per South Bay Regional Water Recycled Requirements
- Lighting Plans & Details
- SWPPP Plan

Technical Specifications (City to provide Front End, and bid estimate form).  
Update cost estimate

### Subtask 3.2 – 100% PS&E

Meet with City to review plans, identifying any bid alternatives. Incorporate comments to complete plans and specs.

- Update estimate into bid format
- Prepare Water Budget calculation

### Subtask 3.3 – Approvals

Assist City in obtaining approvals for electrical permit,

### Subtask 3.4 – Quality Control

Consultant shall prepare plans, specifications, estimates, calculations, and other documents with the highest level of quality, free of technical and grammatical errors. Consultant shall implement and maintain the following minimum quality control procedures during the preparation of plans, specifications, estimates, calculations and all other documents relating to this project:

- Provide in-house independent quality control of 90% and 100% plans, specs and estimate.
- Crosscheck work of consultants

City reviews of these documents shall not be considered part of the QC/QA program, but only intended to be for review of scope and to coordinate with other departments, QC/QA, compatibility, workable design and constructability of the design is the Consultant's sole responsibility.

### Subtask 3.5 – Final PS&E

- Incorporate any City comments.
- Prepare final bond copy for signature.
- Digital Copy of PS&E in MS Word, AutoCAD, and pdf.

**PRODUCTS:**

- 90% and 100% PS&E
- Final Mylar(s)

**TASK 4 – CONSTRUCTION**

The objective of this task is to provide support to City during construction.

Subtask 4.1 - Bid Assistance

- Attend pre-bid conference, prepare addenda, and respond to questions.
- Assist in evaluation of bids

Subtask 4.2 - Construction Administration Assistance

- Attend a pre-construction conference.
- In a timely manner review and process submittals, as outlined in the specifications.
- Respond to Contractor RFI's relating to technical specifications and plans
- Furnish supplemental drawings and clarifications to clarify the design intent.
- Review Change Orders

Generally, such review shall take no more than four (4) working days for RFIs and Ten (10) calendar days for submittal

Subtask 4.3 - Construction Observation

- During and at completion of project, to verify conformance with plans. Allow for up to two (2) site visits.

Subtask 4.4 - Project Closing

- Prepare as-built drawing per contractor's plans, RFI's and Change Orders.
- Review project at end of maintenance period, or acceptance.

**MEETINGS:**

Pre-Bid	1
Pre-Construction	1
Construction Observation	1
Project Closeout	1

**PRODUCTS:**

- Addendum/Clarifications
- Submittals/RFI's
- Field Revisions/Punch List
- ~~Mylar As-Built~~, AutoCAD As-built, and pdf



## Task 5 — Additional Services

- The City will provide written direction and authorization prior to beginning any additional services.
- 

The scope of work listed below is included by reference in tasks 1-4 outlined above which is included in the base fee.

Prepare complete electrical engineering design for remediation of existing electrical and illumination deficiencies through portions of McCarthy Blvd. and Ranch Dr. Scope items included within this proposal include:

- Meeting with City personnel to review deficiencies and review existing conditions on-site. Prepare list of items to be confirmed by City and their independent maintenance contractors. Items included:
  - Electrical distribution: Items associated with main service pedestal(s), controls, and branch circuit wiring.
  - Lighting maintenance issues: Items associated with repair of existing broken fixtures or enhanced illumination to non-roadway items.
  - Investigate energy retrofit options for LED and induction within existing fixtures to remain and proposed maintenance replacements.
- Prepare plans and specifications in accordance to public contract law.
- Provide engineer's estimate at intervals directed by Client and City.
- Provide bidding and construction support. Note, this proposal at this time is predicated on a single phase of bidding and construction with a single contractor throughout construction.

Project Tasks are as follows:

**Task 1: Initial Assessment:** Provide (1) kick-off meeting to review project goals and expectation. Discuss City's known deficiencies and concerns. Review existing conditions with staff in evening conditions as necessary to meet project objectives. Prepare written report of findings for use in establishing project objectives in later phases.

**Task 2: Concept/Schematic Design:** Prepare solutions to remediate deficiencies from Task 1 above. Deliverables to include plans, studies, and /or reports to convey information to City staff. Provide preliminary costs and life-cycle costs for maintenance upgrade items as needed. Attend (1) meeting with City during this phase. Items to be considered:

- Electrical distribution: Items associated with replacement of system components and means to enhance reliability and reduce maintenance.
- Lighting maintenance issues: Provide alternate light fixture solutions and means to illuminate architectural landscape features. Prepare life-cycle costing for LED alternatives.

**Task 3: Final Design/Construction Documents:** Prepare ~~25%~~ and 90% drawing and specifications set submittals for City comments. Continue to develop the design with additional details for general system configuration and specifying of major components per tasks above. Items within each submittal include.

1. Continue to coordinate design activities with Client.
2. Compute connected and demand loads for panelboard schedules and single line diagram.
3. Develop drawings with some of the following general scope/diagrams:
  - a. Cover Sheet
  - b. Demolition Plan (as required)
  - c. Electrical Plans
  - d. Details
  - e. General Diagrams and Schedules
4. Develop written specifications for specified systems.
5. Prepare engineer's construction cost estimate.

Prepare a 100% bid documents set based upon Client's comments. Finalize design and prepare for public bidding.

1. Finalize connected and demand loads for panelboard schedules and single line diagram.
2. Develop completed drawings with some of the following general scope/diagrams:
  - a. Cover Sheet
  - b. Demolition Plan (as required)
  - c. Electrical Plans
  - d. Control Diagrams
  - e. General Diagrams and Schedules
3. Finalize written specifications for specified systems.
4. Update engineer's construction cost estimate.
5. Anticipate no meetings with Client during this Task.

**Task 4: QC/QA:** Certify drawings have been adequately coordinated with all disciplines and proposed design is constructible in accordance to the City's scope of work letter.

**Task 5: Bidding Support:** Provide bidding assistant services related to addenda creation and RFI responses to bidders.

**Task 6: Construction Administration:** Provide construction administration services related to submittal review and RFI responses. Provide (0) site visits to review construction and create punchlists.

**Task 7: Project Close-out:** Provide (1) site visit to review construction and create final punchlist. Review asbuilt drawings prepared by contractor and update CAD files to reflect actual conditions.

**EXHIBIT B**

**COMPENSATION SCHEDULE**

Time & Material Bases Not to Exceed

Task 1-4	\$62,000
Task 5	\$3,000
<b>Total</b>	<b>\$65,000</b>

MCCARTHY BLVD. LANDSCAPE & LIGHTING IMPROVEMENTS  
Milpitas, California

March 29, 2013

Hourly Rate	GATES + ASSOCIATES				Civil*	Electrical**	Reimbursables	Subtotal
	Managing Principal \$155	Project Management \$120	Irrigation \$120	Associate \$100				
<b>TASK 1 - CONCEPT DESIGN</b>								
Subtask 1.1	Project Start-up Meeting	4	6					
Subtask 1.2	Assessment of LMD		8	8				
Subtask 1.3	Concept Development	4	8		24			
Subtask 1.4	Comprehensive Lighting & Irrigation System Renovation		8	16		\$ 2,620.00		
Subtask 1.5	Preferred Alternative Selection	4	4		4			
Subtotal Hours		12	34	24	28			
Subtotal Fee		\$ 1,660.00	\$ 4,080.00	\$ 2,880.00	\$ 2,800.00	\$ 2,620.00		\$ 14,240.00
<b>TASK 2 - FIELD SURVEY</b>								
Subtask 2.1	Horticultural Analysis		2				\$ 2,000.00	
Subtask 2.2	Review of Existing Documents		8					
Subtask 2.3	Base Map Preparation		2		20	\$ 13,935.00		
Subtotal Hours		0	12	0	20	0		
Subtotal Fee		\$ -	\$ 1,440.00	\$ -	\$ 2,000.00	\$ 13,935.00	\$ 2,000.00	\$ 19,375.00
<b>SUBTOTAL TASKS 1 &amp; 2</b>								
<b>TASK 3 - FINAL DESIGN</b>								
Subtask 3.1	90% PS&E		8	8	24	\$ 3,000.00	\$ 3,675.00	
Subtask 3.2	100% PS&E		6	6	16		\$ 1,550.00	
Subtask 3.3	Approvals							
Subtask 3.4	Quality Control	8						
Subtask 3.5	Final PS&E		2	2	6			
Subtotal Hours		8	16	16	46			
Subtotal Fee		\$ 1,240.00	\$ 1,920.00	\$ 1,920.00	\$ 4,600.00	\$ 3,000.00	\$ 5,225.00	\$ 17,905.00
<b>TASK 4 - CONSTRUCTION</b>								
Subtask 4.1	Bid Assistance		8			\$ 850.00		
Subtask 4.2	Construction Administration Assistance		16	6		\$ 1,145.00		
Subtask 4.3	Construction Observation		12	4				
Subtask 4.4	Project Closing		4	4		\$ 1,260.00		
Subtotal Hours		0	40	14	0			0
Subtotal Fee		\$ -	\$ 4,800.00	\$ 1,680.00	\$ -	\$ 4,000.00		\$ 10,480.00
<b>SUBTOTAL TASKS 3 &amp; 4</b>								
<b>TOTAL</b>								
OPTIONAL	Council Presentation	4	8		4			\$ 62,000.00
		\$ 620.00	\$ 960.00	\$ -	\$ 400.00		(Optional)	\$ 1,980.00
Reimbursables including mileage and prints to be billed at cost + 10%								

\* See Attachment for civil breakdown, tasks 1 & 2 included, tasks 3 & 4 excluded

\*\* See attachment for lighting/electrical breakdown

**PROJECT COST PROPOSAL**



*MaCarthy Blvd. Landscape & Lighting Improvements - Project No. 3402*

**Land Surveying Component**

March 28, 2013

PROJECT BUDGET ESTIMATE										
TASK #	RATE	190	175	164	148	120	190			
TASKS DESCRIPTION	PIC*	PROJ. MNGR.	LAND SURVEYOR	SURVEY COORD.	SURVEY TECH	SURVEY CREW	HRS. /TASK	DIRECT COST	TOTAL COST	
<b>Task 1 - Project Control - Based on CA Coordinate System, NAD 83/NAVD 88</b>										
1	Project planning session and kick-off meeting with Prime Consultant	1	1	0	1	0	0	3		\$513
2	Set Project Control per Subscribed Network with Trimble R10 GPS receiver	0	0	1	1	0	8	10		\$1,832
	<b>Sub-Total:</b>	1	1	1	2	0	8	13	\$0	\$2,345
<b>Task 2 - Field Topographic Survey</b>										
1	Field topo survey (McCarthy & Ranch Drive) of Trees and Representative Spot Shots	0	0	2	10	0	32	44		\$7,888
2	Office survey, processing, DTM & CAD drafting.			0	24	0	0	24	\$150	\$3,702
	<b>Sub-Total:</b>	0	0	2	34	0	32	68	\$150	\$11,590
<b>Task 3 - Verify Locations &amp; Inverts of Ex. Utilities &amp; Plot Utility Mapping</b>										
1	Field the visible utilities within specific project area. ( Inverts included.) (Excludes Pot-holing or Subcontractor Utility locator service.)	0	0	0	0	0	0	0		\$0
	<b>Sub-Total:</b>	0	0	0	0	0	0	0	\$0	\$0
<b>Task 4 - Record Research (Optional Items)</b>										
1	Research and Plot recorded Parcel, Subdivision & ROS Maps	0	0	0	0	0	0	0	\$0	\$0
2	Research Deed Lots and calculate best-fit from record (Parcels without survey.)	0	0	0	0	0	0	0	\$0	\$0
	<b>Sub-Total:</b>	0	0	0	0	0	0	0	\$0	\$0
	<b>Project Sub Total</b>								\$0	\$13,935
<b>OPTIONAL TASKS (see attached rate sheet)</b>										
	<b>PROJECT TOTALS</b>	1	1	3	36	0	40	81	150	\$13,935

NOTE: BREAKDOWN OF HOURS SHOWN IS FOR ACCOUNTING PURPOSES ONLY. DISTRIBUTION OF HOURS MAY VARY.

**Assumptions & Qualifications**

- Gates will prepare the CAD file project base map utilizing Record Drawings provided to them by the City of Milpitas. A copy of the completed base map will be provided to us - at no cost - for use in completing our project tasks.
- We will collect data for tree locations along with representative spot shots of ground and slopes in both the median islands and along the roadway perimeter of both McCarthy Blvd and Ranch Drive.
- We will insert the tree shots and the spot shots into the CAD file provided by Gates. We exclude any services associated with preparing a detailed digital topographic survey map.
- Spot shots will not be of sufficient density and detail to enable the creation of contours for either planning or final design.

Miller Pezzoni & Associates

**Task Sub-Task Personnel Scope Description**

		<b>General Scope/Meetings</b>		
<b>Task 1: Initial Assessment</b>				
		PE	12	
		Assist. Eng.	4	
		CAD/Clerical		
<b>Task 2: Concept/Schematic Design</b>				
		PE	5	
		Assist. Eng.	4	
		CAD/Clerical	8	
<b>Task3: Design/Construction Documents</b>				
	<b>35% Submittal</b>	PE	2	
		Assist. Eng.	4	
		CAD/Clerical	15	
	<b>90% Submittal</b>			
		PE	4	
		Assist. Eng.	12	
		CAD/Clerical	32	
	<b>100% Submittal</b>			
		PE	3	
		Assist. Eng.	2	
		CAD/Clerical	12	
<b>Task 4: QC/QA</b>				
		PE		
		Assist. Eng.		
		CAD/Clerical		
<b>Task 5: Bidding Support</b>				
		PE	2	
		Assist. Eng.	2	
		CAD/Clerical	4	
<b>Task 6: Construction Administration</b>				
		PE	3	
		Assist. Eng.	3	
		CAD/Clerical	4	
<b>Task 7: Project Close-out</b>				
		PE	5	
		Assist. Eng.	2	
		CAD/Clerical	2	
<b>Totals</b>	\$	180.00	PE	36
	\$	115.00	Assist. Eng.	33
	\$	65.00	CAD/Clerical	77
				\$ 15,280.00
		<b>TOTAL</b>		\$ 15,280.00

**EXHIBIT C**  
**INSURANCE DOCUMENTS**