

**AGREEMENT TO PROVIDE FINAL DESIGN, REGULATORY PERMITTING AND
OTHER PROFESSIONAL ENGINEERING SERVICES
FOR
LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT
(CIP 301-657)**

This Agreement is made and entered into as of the 17th day of October, 2016 by and between the City of Foster City hereinafter called "CITY" and Schaaf & Wheeler Consulting Engineers hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse

CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of two-million, three-hundred-twenty-four-thousand, and two-hundred-eighty-six dollars (\$2,324,286) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by CITY's City Manager (for contracts less than \$30,000) or City Council (for contracts \$30,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by CITY's City Manager (for contracts less than \$30,000) or City Council (for contracts \$30,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and

conditions of this Agreement shall be deemed incorporated in each such amendment.

5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT or any of its sub-consultants to indemnify CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	Required of CONSULTANT and/or subconsultants when vehicles owned and/or operated in furtherance of work required by this Agreement: \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
¹ Professional Liability	\$2,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors

¹ Note: Professional liability insurance coverage is not required if the contractor/vendor/consultant is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. ☐ Recommended _____ [Project Manager] ☐ Approved _____ [Risk Manager]

shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing a SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans with Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Allan Shu, Senior Civil Engineer

CONSULTANT: Schaaf & Wheeler Consulting Civil Engineers
1171 Homestead Road, Suite 255
Santa Clara, CA 95050-5485
(408) 246-4848
Attention: Charles D. Anderson, President

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. 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.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

22. Entire Agreement. This Agreement, including Exhibit A, B and C, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: 12/27/16


~~Herb Perez, Mayor~~
Charlie Bronitsky, Mayor

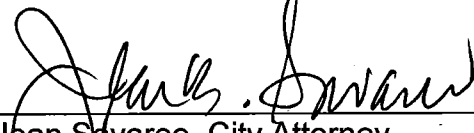
ATTEST:

Dated: 12/27/16


Doris L. Palmer, City Clerk

APPROVED AS TO FORM

Dated: 1/3/17


Jean Savaree, City Attorney

CONSULTANT

Dated: 11/01/16

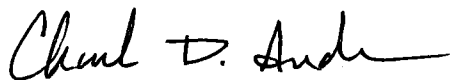

Charles D. Anderson, President

EXHIBIT A

**SCOPE OF WORK AND SCHEDULE
FOR
FINAL DESIGN, REGULATORY PERMITTING AND OTHER PROFESSIONAL
ENGINEERING SERVICES FOR
LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT
(CIP 301-657)**

CONSULTANT has provided and continues to provide "Phase I" work to the CITY under a separate agreement titled "Agreement to Provide Pre-Design, Regulatory Permitting and Other Professional Services For Levee Protection Planning and Improvements Project (CIP 301-657)," dated September 8, 2015. This Agreement is for all work identified as Phase II items as proposed by Schaaf & Wheeler as part of the design and engineering work to be provided for the Levee Protection Planning and Improvement Projects (CIP 301-657).

The following consultants are part of the project team working on the project.

Project Team

Firm	Contact	Project Roles
Schaaf & Wheeler Consulting Civil Engineers 1171 Homestead Road, Suite 255 Santa Clara, CA 95050	Charles D. Anderson, P.E. 408-246-4848 canderson@swwsv.com	Project Management Civil design Contract documents Levee accreditation Construction support
ENGeo 6399 San Ignacio Avenue, Suite 150 San Jose, CA 95119	Janet Kan, G.E., C.E.G. 408-574-4900 jkan@engeo.com	Geotechnical investigation Geotechnical engineering Levee accreditation Construction support
Biggs Cardosa Associates 865 The Alameda San Jose, CA 95126	Anthony Notaro, P.E. 408-296-5515 anotaro@biggs cardosa.com	Structural Engineering Construction support
Bellinger-Foster-Steinmetz 445 Sherman Avenue Palo Alto, CA 94306	Adit Paul, ASLA, CLA 650-326-6622 apaul@bfs la.com	Landscape architecture Trail design Construction support
Wilsey-Ham 3130 La Selva Street, Suite 100 San Mateo CA 94403	Ken Moore, L.S. 650-286-8414 kmoore@wilseyham.com	Surveying Base mapping Rights-of-way
Huffman-Broadway Group 828 Mission Avenue San Rafael, Ca 94901	Terry Huffman, PhD 415-925-2000 thuffman@h-bgroup.com	Biological assessment Wetland delineation Regulatory permitting

Table 1. Foster City Levee Improvement Task Summary

Phase	Work Completed During Fiscal Year	Fee/Budget	Tentative Schedule
I (Contract Amendment #1)	▪ Surveying and Base Mapping ▪ Geotechnical Investigation ▪ Biological Resources Assessment ▪ Design Development ▪ Alternatives Analysis ▪ Project Description for CEQA ▪ FEMA Coordination ▪ State and Federal Permit Applications ▪ Public Outreach	\$887,644	October 2016
II (Contract Amendment #2)	▪ 30%, 60% and 90% PS&E ▪ BCDC Permit ▪ State and Federal Permits ▪ Final Contract Documents ▪ CLOMR Submittal ▪ Public Outreach	\$2,324,286	December 2017
III	▪ Bid Support ▪ Construction Support and RE ▪ Public Outreach ▪ Levee Accreditation	TBD	TBD

Description of Phase II Work Tasks

Descriptions of itemized Phase II (Task 2.X) are provided below.

Task 2.1/2.2/2.3 Levee Improvement Plans (30%, 60% and 90% PS&E)

Levee improvement plans prepared during Phase I of the work subject to Council direction will be developed into construction documents suitable for public bid. Plans, specifications and estimates will be prepared for City review as 30% (Task 2.1) 60% (Task 2.2) and 90% (Task 2.3) submittals. The construction documents will generally show:

- Property boundaries and easements within the area of project impact.
- Limits of potential USACE jurisdictional waters.
- BCDC jurisdictional limits.
- Proposed planimetrics for the improvements including control stationing with line and curve tables.
- Levee and floodwall improvements at the Central Lagoon intake and outlet structures.
- Access easements.
- A profile showing the existing top of levee, the existing Bay Trail elevation, 100-year stillwater elevations, maximum wave runoff elevations, required freeboard

elevations for FEMA accreditation, and proposed top of levee or floodwall elevations.

- Public access to and from the Bay Trail on both sides of the levee.
- Levee improvement sections at regular station intervals.
- Levee improvement elevations from the land side and Bay side.
- Landscape and architectural treatments.
- Bay Trail construction detour plan.

HBG will review the levee improvement plans developed in this task for environmental regulatory compliance with various agency regulations and policies. ENGEO will review the plans and specifications for conformance with their geotechnical recommendations.

Table 2 presents an approximate sheet count for the ultimate plan set, assuming a scale of 1 inch = 40 feet (which may be revised to accommodate plan requirements for legibility and ease of use), and indicates which sheets will be provided in the second and third phases of the project. The sheet count will likely be adjusted during plan preparation.

City to Provide

The City of Foster City will provide the following information, data and services during the completion of this task:

- Standard construction document title block if desired.
- Standard front-end (Division 0) specification sections and bid proposal forms.
- Document review and comment.
- Arrange for coordination meetings with other affected City departments.
- Pay regulatory permit fees directly to the responsible agency

Table 2. Levee Improvement Plan Sheet Count

Sheet Description	Number of Sheets	30%	60%	90%
Title Sheet	1	•	•	•
Notes, Abbreviations and Legend	1	•	•	•
Index to Plan Sheets	1	•	•	•
Survey Control Plans	40	•	•	•
Levee Improvement Plans	40	•	•	•
Levee Elevations	40	•	•	•
Levee Improvement Sections	40	•	•	•
Bay Trail Detour Plans	20		•	•
Civil Details	5			•
Structural Notes and Symbols	1		•	•
Structural Plans	20		•	•
Structural Details	10			•
Landscaping Notes and	1	•	•	•

Symbols				
Landscaping Plans	40	•	•	•
Landscaping Details	5			•
Seeding Plan	40		•	•
Planting Plan	20		•	•
Irrigation Notes and Symbols	1		•	•
Irrigation Plans and Details	45		•	•

Task 2.4 Final Geotechnical Exploration and Design Coordination

Final geotechnical exploration will be performed pending design development and configuration of project elements which may include at various locations the placement of embankment fill, sloped fill, sheet pile hybrid walls with fill and conventional structural floodwalls. This exploration and design coordination will be the basis for ultimate levee accreditation. A total of 12 exploratory holes, sampling, and laboratory testing and engineering analysis is budgeted.

Task 2.5 Biologic Resources, Wetland Delineation and Mitigation Measures

HBG will conduct additional design-level field reconnaissance surveys to describe areas that may be suitable for use by rare, threatened, or endangered plant or animal species of concern. Potential impacts to wetlands and other defined sensitive habitats will be determined based on the City-directed design including the evaluation of potential direct loss of habitat relevant to ongoing permit documentation. HBG will provide design-level mitigation measures to minimize identified impacts. Permit requirements of regulatory agencies related to biological resources (i.e., wetlands, other sensitive habitats, and special status species) will be described, and mitigation measures will be developed in the Biological Assessment to reduce ecological impacts as well as satisfy agency requirements.

HBG will finalize the jurisdictional determination report in accordance with Corps guidelines and upon City review and approval will submit the report to the Corps for verification under the Corps Preliminary Jurisdictional Determination procedure based on the specific Project design.

This task also includes investigations allowing a determination of jurisdictional boundaries pursuant to regulatory requirements of the RWQCB (wetlands/water jurisdiction of RWQCB is not always consistent with that of the Corps and may include areas not considered jurisdictional by the Corps), the California Department of Fish and Wildlife, BCDC and the State Lands Commission.

HBG will coordinate with the Corps as necessary during the jurisdictional determination process which may include a site visit with Corps staff, phone calls, emails, meetings, and preparation of additional information or documents (i.e. maps, watershed data, functional analysis methods, etc.). HBG will coordinate all aspects of the jurisdictional determination process with the client and/or designated representative.

Locations along the Bay shoreline located in the vicinity of Belmont Slough and Seal Slough are considered potential habitat for the federal-listed endangered Ridgway's Rail

(formerly known as Clapper Rail). To comply with USFWS requirements, either construction activity would need to occur at a time during the year when the Ridgway's Rails would not be expected to be nesting (between September 1 and January 31), or a breeding survey for Ridgway's Rail would need to be conducted prior to any construction work planned during the nesting season coupled with establishment of 700 feet setbacks from nesting birds.

USFWS Ridgway's Rail protocol surveys will be completed along the levee improvement line so that work can be conducted in areas where there are no nests, rather than confine work to specific time periods during the year. Evaluations related to the federal-listed threatened Western Snowy Plover and the state-listed threatened California Black Rail will also be conducted. Mitigation for particular species, if present, will be incorporated into the contract documents.

Task 2.6 BCDC Permit Application

This task involves work necessary to prepare the permit applications for the Bay Conservation and Development Commission (BCDC), which requires plans developed in more detail than the Corps and RWQCB, which are more focused on the footprint of potential impact. The 60% Plan Set prepared in Task 2.2 will form the basis for the BCDC permit application.

HBG will prepare the authorization request for a Major Permit from BCDC following current BCDC guidelines for submission. Included with the application submittal will be a copy of the Corps permit application prepared under Task 1.8.1. Upon City approval, HBG will provide the permit application and required documentation to the BCDC for review and approval.

Task 2.7 State and Federal Permit Application Coordination

HBG will correspond with the regulatory permit agencies as necessary to keep each agency abreast of any changes to the project design that may have permit implications and provide CEQA documentation prepared under separate to each permit agency that requires the documentation. Conversely, various regulatory permit conditions will be incorporated into the design documents (plans and specifications) as appropriate and as known, until each regulatory agency is satisfied that the project as designed can be permitted.

Schaaf & Wheeler will submit a CLOMR application to FEMA based on work completed in Phase 1 together with the 90% PS&E, and coordinate the review of said application. This will allow for the inclusion of any remedial measures FEMA deems necessary in the final bid documents.

Task 2.8 Obtain Regulatory Permits

HBG will continue corresponding with each state, federal and local regulatory permit agency until full project approval is obtained. Final permit conditions and requirements will be incorporated into the contract documents.

Task 2.9 Final Contract Documents

Levee improvement plans for the City-selected Project will be incorporated into a final document package suitable for public bid based on prior City review and the incorporation of regulatory permit requirements. Contract documents will include Plans, Bidding Documents, General Provisions, Special Provisions and Technical Provisions. Geotechnical consultation is included for this task as well. HBG will assist in the preparation and review of contract documents, particularly the Special Provisions, to ensure compliance with agency authorizations.

Task 2.10 Attend Meetings/Public Outreach Assistance

Schaaf & Wheeler and its sub-consultants will attend meetings with staff, Planning Commission, City Council, regulatory agencies, and the public. Schaaf & Wheeler will also provide assistance to the City during its public outreach efforts for the duration of the design development and permitting phase. This assistance includes the preparation of technical material and graphic representations to explain project design development details to the staff, public and other interested stakeholders.

EXHIBIT B

CONSULTANT'S FEE SCHEDULE FINAL DESIGN, REGULATORY PERMITTING AND OTHER PROFESSIONAL ENGINEERING SERVICES FOR LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (CIP 301-657)

Labor

The maximum amount of compensation to be paid to CONSULTANT under this agreement, including payment for professional services and reimbursable expenses, shall not exceed the sum of two-million, three-hundred-twenty-four-thousand, and two-hundred-eighty-six dollars (\$2,324,286). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY. Charges for labor expended on this project shall be itemized by CONSULTANT and billed monthly in accordance with the rate schedule attached herein. Hourly rates are fixed for the duration of this agreement.

Project Expenses

Project expenses, including sub-consultant services, travel, equipment rental, outside printing services, and other identifiable materials and services required for the execution of the work of this agreement shall be reimbursed at cost without any markups. Such reimbursement shall be made upon request by CONSULTANT and with presentation of adequate documentation.

The CITY shall review each monthly payment request and payment shall be made to the CONSULTANT in the amount approved on or about thirty (30) business days after date of approval.

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

James R. Schaaf, Ph. D, PE
 Kirk R. Wheeler, PE
 Peder C. Jorgensen, PE
 Charles D. Anderson, PE
 Daniel J. Schaaf, PE

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

M. Eliza McNulty, PE
 Benjamin L. Shick, PE
 Leif M. Coponen, PE
Principal Emeritus
 David A. Foote, PE

Estimated Fees

Estimated fees to complete the scope of work described herein are summarized by Table 3. The billing rate schedule contained in the original Agreement dated September 8, 2015, shown below, remains valid and Schaaf & Wheeler will not markup sub-consultant fees. **Note that regulatory permit fees are unknown at this time and are not included in these estimates. The fees shall be paid directly by the City.**

Table 3. Contract Amendment #2

Task	Description	Labor	Reimbursable	Total
2.1	30% Levee Improvement PS&E	\$186,480		\$186,480
2.2	60% Levee Improvement PS&E	\$313,520		\$313,520
2.3	90% Levee Improvement PS&E	\$830,400		\$830,400
2.4	Final Geotechnical Design	\$149,940	\$40,000	\$189,940
2.5	Biologic Resources and Mitigation	\$84,000		\$84,000
2.6	BCDC Permit Application	\$60,375	\$1,500	\$61,875
2.7	State and Federal Permit Coord.	\$156,995	\$800	\$157,795
2.8	Obtain Regulatory Permits	\$173,800	\$700	\$174,500
2.9	Final Contract Documents	\$290,210		\$290,210
2.10	Public Outreach	\$35,566		\$35,566
TOTAL PHASE II		\$2,281,286	\$43,000	\$2,324,286

Hourly Charge Rate Schedule

Discounts Applied for Foster City Levee Protection Planning and Improvements Project (CIP 301-657)

Personnel Charges

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

Current rates by classification are listed below:

<u>Classification</u>	<u>Rate/Hr.</u>		<u>Classification</u>	<u>Rate/Hr.</u>
Project Manager	\$220	\$200	Construction Manager	\$210
Project Engineer	\$210	\$195	Senior Resident Engineer	\$180
Senior Engineer	\$195	\$180	Resident Engineer	\$160
Associate Engineer	\$175	\$165	Assistant Resident Engineer	\$140
Assistant Engineer	\$150	\$140	Construction Inspector	\$130
Junior Engineer	\$140	\$130		
Designer	\$135	\$125		
Technician	\$130	\$120		
Engineering Trainee	\$100	\$90		

Principal time is \$300 per hour and is charged only for work done in preparation for litigation and other very high level-of-expertise assignments. Court or deposition time as an expert witness is charged at \$400 per hour with a minimum of four hours per day.

Materials and Services

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

These rates are fixed for the duration of the agreement ~~subject to revision semi-annually~~.

Effective 1/1/15

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____

Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: City of Foster City/Estero Municipal Improvement District
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required		Insurer	Policy No.
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)			
☐	General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
☐	Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
☐	Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)		Insurer	Policy No.
☐	Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
☐	Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY/District, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY/District.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____