

EXHIBIT A TO RESOLUTION

SECOND AMENDMENT TO AGREEMENT
KENNEDY/JENKS CONSULTANTS

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, KENNEDY/JENKS CONSULTANTS, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment to Agreement is entered into based upon City of Morgan Hill City Council approval on August 24, 2016.
2. The CITY and CONSULTANT entered into that "Service Agreement for Design Professionals" made as of February 11, 2016, for consultant services for a maximum compensation of \$390,278 ("CONSULTANT AGREEMENT").
3. The CITY and CONSULTANT entered into a "First Amendment to Agreement" made as of July 26, 2016, under which the term of the agreement under the CONSULTANT AGREEMENT, as amended, was extended to June 30, 2017 under the City Manager's authority. The CONSULTANT AGREEMENT, and the First Amendment thereto are attached as Exhibit "A" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as amended, as attached as Exhibit "A," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from February 11, 2016, until December 30, 2017. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both parties to this Agreement."

B. Paragraph 3 shall be amended by adding the following:

"The services to be performed by CONSULTANT shall consist of the following additional services set forth in Exhibit "B":

To design the East Dunne Booster Station, including: bid documents, management, meetings, design report, permit applications, advertisement support, and construction support services.

C. Paragraph 4.1 shall be amended and replaced in its entirety by the following:

"4.1. Amount. Compensation under this Agreement shall not exceed original agreement amount of \$390,278, plus First Amendment amount of \$0, plus Second Amendment amount of \$135,796 for a total not to exceed amount of Five Hundred Twenty Six Thousand Seventy Four Dollars (\$526,074).

2. Conflicts. In the event of a conflict between the terms and provisions of this Second Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT or any earlier amendment, the terms of this Second Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk
Date: _____

City Manager
Date: _____

APPROVED AS TO FORM:

KENNEDY/JENKS CONSULTANTS

City Attorney
Date: _____

Kevin Allen
By: *Kevin C. Allen*
Title: *Vice President*

Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: *8/4/16*

Donald R Weiden

By: _____
Title: *DONALD R WEIDEN, SECRETARY*

Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: *8/4/2014*

171-04-16-008

EXHIBIT A TO SECOND AMENDMENT

CONTINUANCE AGREEMENT AND FIRST AMENDMENT TO AGREEMENT
Kennedy/Jenks Consultants

This CONTINUANCE AGREEMENT AND FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 7/26/16 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and Kennedy/Jenks Consultant, a California corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Continuance Agreement and First Amendment to Agreement is entered into based upon the approval of the City Manager.
2. The CITY and CONSULTANT entered into that "Service Agreement for Design Professionals" made as of February 11, 2016, for consultant services for a maximum compensation of Three Hundred Ninety Thousand Two Hundred Seventy Eight DOLLARS (\$390,278) ("CONSULTANT AGREEMENT"). The CONSULTANT AGREEMENT is attached as Exhibit "A to Amendment" to this Agreement.
3. The parties hereto acknowledge that the CONSULTANT AGREEMENT entered into by the parties as of February 11, 2016, expired by its terms as of June 30, 2016. The parties desire to continue the CONSULTANT AGREEMENT from June 30, 2016 to June 30, 2017.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Continuation of Term.** The CONSULTANT AGREEMENT expired by its terms as of June 30, 2016, and the parties to the CONSULTANT AGREEMENT expressly agree that the term of the CONSULTANT AGREEMENT shall be extended from June 30, 2016, to June 30, 2017.
2. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as amended, as attached as Exhibit "A to Amendment," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. Term of Agreement. This Agreement will cover services rendered from February 11, 2016 until June 30, 2017 at which time CONSULTANT'S services shall be completed.

3. **Conflicts.** In the event of a conflict between the terms and provisions of this Continuance Agreement and First Amendment to Agreement and the terms and provisions of the CONSULTANT

AGREEMENT, the terms of this Continuance Agreement and First Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

ckm
Deputy City Clerk
Date: 7/27/16

THE CITY OF MORGAN HILL

SK
City Manager
Date: 7/26/16

APPROVED AS TO FORM:

for *W. Jensen*
City Attorney
Date: 07/25/16

Kennedy/Jenks Consultants

Kevin C. Allen
By: *Kevin C. Allen*
Title: Vice President
Date: 7/20/16

Donald R. Weiden
By: DONALD R. WEIDEN SECRETARY
Date: 7/20/2016

EXHIBIT A TO AMENDMENT

SERVICE AGREEMENT FOR DESIGN PROFESSIONALS EAST DUNNE HILLSIDE WATER RESERVOIR PROJECT

THIS AGREEMENT is entered into and becomes effective on 2/11/16 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Kennedy/Jenks Consultants a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on January, 20, 2016.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until 6-30-16 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be responsible to prepare PS&E package for the construction of a new 850,000 gallon steel ground-level potable water reservoir, pad grading for a future pump station, an access roadway, site drainage, retaining structures, landscaping, appurtenant equipment and connective piping including water main stub-outs on E. Dunne Avenue at Flaming Oaks Court and stub-outs for a future pump station adjacent to the new tank. Services also include a geotechnical study, complete environmental CEQA documentation, and coordination with regulating agencies for the purpose of providing plans, specifications and Estimates (PS&E) and shall include the completion of all tasks to deliver the design documents on schedule, as well as other elements or modifications which may be suggested by consultants presenting proposals to better meet the needs of the City of Morgan Hill as further described in Exhibit A.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$390,278.00. Total compensation under this Agreement shall not exceed Three hundred and Ninety-thousand and Two hundred and Seventy-Eight dollars and shall be billed based on the rate and basis set forth in Exhibit B.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with a monthly invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to

CONSULTANT. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT's equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY's City Manager, or his delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT's sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.2. **Automobile Liability.** CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.3. **Workers' Compensation Insurance and Employer's Liability.** CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum

amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT'S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.5. Professional Liability.

7.1.5.1. If the performance of CONSULTANT's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.5.3. If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.2. **Endorsements.** CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. **General Liability.**

7.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

7.2.1.2. the insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,

7.2.1.3. insurance shall be primary non-contributing.

7.2.2. **Workers Compensation.**

The insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

7.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and an financial size rating of "VII" or better.

7.4. **Certificates.** CONSULTANT shall furnish CITY of Morgan Hill with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.** CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Don Barraza, Project Manager
Kennedy/Jenks Consultants
2350 Mission College Boulevard, Suite 525
Santa Clara, California 95054

Address of CITY is as follows:

Kevin O'Connell, P.E. City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037	with a copy to: City Clerk City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037
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14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

15. **Maintenance of Records.**

15.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3 year period, then CONSULTANT shall retain said records until such action is resolved.

15.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 15.3. Ownership of Work Product. All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
16. Familiarity with Work. By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
17. Time of Essence. Time is of the essence in the performance of this Agreement.
18. No Assignment. Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY.
19. Attorney Fees. In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.
20. Defense and Indemnification.
- 20.1. Defense and Indemnification for Design Professional Services. Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM").
- 20.2. Defense and Indemnification for Non-Design Professional Services. For all services performed under this agreement not covered by Section 20.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").
- 20.3. Exceptions. CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence or willful misconduct of the CITY.

- 20.4. Not limited by insurance. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.
- 20.5. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 20.6. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

21. Entire Agreement; Modification; Conflicting Provisions. This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

23. Interpretation. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

24. Preservation of Agreement. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

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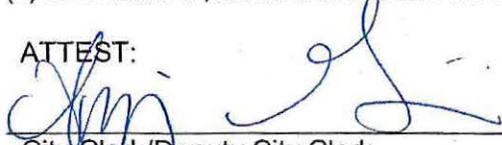
25. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

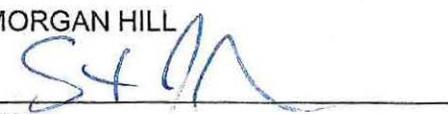
AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:



City Clerk/Deputy City Clerk

CITY OF MORGAN HILL


City Manager

for Michelle Wilson

Print Name

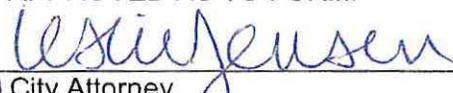
Steve Rymer

Print Name

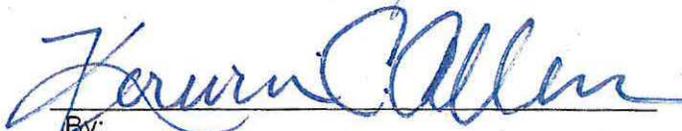
Date: 2/11/16

Date: 2/11/16

APPROVED AS TO FORM:

interim for 

City Attorney



By:

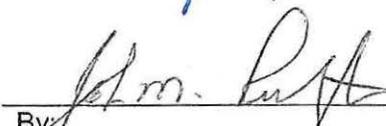
~~Renee Gurza~~ Gary Baum

Print Name

Title: Kerwin C. Allen, Vice President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 02/09/16

Date: 1/28/16



By:
Title: JOHN M. PILKINGTON CFO
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 2/1/16

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK

Kennedy/Jenks will provide professional design services required to complete the overall Project working closely with City Staff. Kennedy/Jenks will perform work in compliance with all applicable laws and regulations. Deliverables such as technical memoranda and specifications will generally be furnished in electronic format using MS Word or Adobe PDF format. We will provide electronic files of design plans in AutoCAD format. Based on our past experience with these types of reservoir projects, suggested revisions and additions to the Scope of Work are shown in italics.

Phase 1 - Project Management, Quality Control, and Meetings

Task 1.1 - Project Management/Quality Control: Kennedy/Jenks will supervise and coordinate design activities, including subconsultants, submit invoices and track project schedule and costs. Kennedy/Jenks will provide quality control and deliverable review.

Task 1.2 - Meetings/Site Visits: Throughout the design process, Kennedy/Jenks will meet with staff and perform site visits on an as needed basis. This task includes three design engineering meetings, two public meetings and one permit meeting with the Building Department. The City will prepare any presentation material necessary for these meetings.

Phase 2 - Investigations and CEQA Documentation

Task 2.1 - Topographic Survey: Kennedy/Jenks will subcontract with Mark Thomas & Company to collect survey and property line data as necessary for developing the design. Plans will be in AutoCAD format. Topographic survey includes project coordination and control survey plus topographic survey plus boundary survey. Includes preparing horizontal project control to match LiDAR Data. Includes setting three (3) durable horizontal & vertical control points to be used for future construction and or reference. County LiDAR will be used as topographic data for dirt area of the site. Includes conducting a topographic survey of E. Dunne Ave. for 50 feet centered on the proposed access conform. The topographic survey will be confined by the most westerly Edge of Pavement and 10' easterly of the easterly Edge of Pavement of E. Dunne Ave., and will be blended with the existing LiDAR data. Survey will include existing curbs, flow lines, sidewalks, trees, fences, structures, surface visible utilities. The location of underground utilities will be provided by surface markings, underground utilities with surface markings will be included in the topographic survey. Includes measurement of inverts for manholes and drain inlets. The location of irrigation features, stripping and other markings on the ground not associated with utilities are not included in this scope of work. Includes compiling an electronic base map which will include a DTM of the project area. Includes running break lines as appropriate; includes elevation spot shots and other relevant features from the Topographic Survey. Based on provided title information, a boundary survey of the property in the field will be conducted. The survey will be limited to the line between the City

property and one private property to the south and two private properties to the north. Monuments and physical evidence will be located. It is assumed the monuments shown on record maps (including Tract 5134) will be found and no material discrepancies exist. Surveyor will resolve the boundary based on best available evidence. If a conflict is found in the evidence, work will stop and options will be discussed with Kennedy/Jenks and the City. If a record of survey is necessary as determined by the County Surveyor, surveyor and City will conduct that work under separate scope and fee estimate. Deliverables will include one (1) electronic DTM & planimetrics base map with 1' contours & plotting scale of 1"=20'. Map will include survey control, utilities, property lines & easements. Base mapping will be delivered in AutoCAD Civil 3D. The City will coordinate and provide all access to the property. Private property is out of project site and will not be included in topographic survey. Only underground utilities marked on surface will be provided. No borings or potholes are included. No utility as-builts or locating service will be provided. Traffic control will be self-performed according to the WATCH manual on E. Dunne Ave. Title information will be provided by the City at no cost.

Task 2.2 - Geotechnical Investigations: Kennedy/Jenks will subcontract with Cal Engineering & Geology to conduct a geotechnical investigation of the sites sufficient to design and construct the reservoir and proposed buildings. The geotechnical investigations task includes project management and coordination, data compilation, review and reconnaissance, field investigations, laboratory testing, analyses and report preparation. Includes review of available geologic and geotechnical reports and maps pertinent to the site and review of pertinent records provided to us by the design team and City. Includes reconnaissance of the project site to observe the current surface conditions, marking proposed boring locations, and coordination to check the locations for existing underground utilities. Notify Underground Service Alert (USA) for underground utility clearance. A traffic control plan will be prepared in advance of the field exploration for submittal to the City. Traffic control will be provided during the drill rig mobilization and de-mobilization operations from East Dunne Avenue. Includes conducting subsurface exploration by drilling and sampling three to four exploratory borings in the area of the uphill side of the tank pad and planned retaining wall to investigate excavatability and to provide data for tieback retaining wall design criteria. These borings will be drilled to depths ranging from 30 to 55 feet below the ground surface. In addition, three exploratory borings will be drilled in the area of the downhill side of the tank pad and along the access road. We have budgeted three days to complete the field exploration. The borings will be advanced using a track-mounted drilling rig equipped with solid or hollow stem augers until hard rock is encountered, at which time drilling will switch to mud-rotary drilling techniques. Soil samples and penetration testing will be performed generally at 3 to 5-foot intervals. Recovered soil samples will be transported to our laboratory. The borings will be backfilled in general accordance with Santa Clara Valley Water District guidelines, including

grouting with cement. Soil cuttings collected from the borings will be distributed on-site. Includes performing geotechnical laboratory testing on selected soil samples obtained from the borings to evaluate pertinent engineering properties. The proposed laboratory testing program is anticipated to include natural moisture content and dry density, shear strength, corrosion, grain size analysis, and percent passing a No. 200 sieve. The actual type and number of laboratory tests will depend on the materials encountered in borings. Includes performing geotechnical engineering analysis on the collected data to support the design and construction of the proposed tank foundation, retaining walls, and associated appurtenant structures. Includes preparing a geotechnical investigation report for the planned improvements. Drilling and traffic control, preparing a traffic control plan, and completion of filing and records review will be performed within two weeks. Due to the drillers' busy schedule, lead time will be approximately three to four weeks. After completion of field exploration, laboratory testing will be completed in about two weeks. The report is scheduled to be completed three weeks thereafter. Permission to perform the field investigation work described herein will be granted by the City. Subsurface exploration will be accomplished during the hours of 7AM and 5PM on non-holiday weekdays. Access to the site for drilling equipment is difficult under dry ground conditions, and may be precluded by wet ground conditions during or following rains. This may delay completion of the proposed field exploration. The site will be accessed from East Dunne Avenue at the bottom of the site. Water for drilling will be available from a City hydrant on Oak View Circle and a water meter will be provided by the City. Encroachment permit fees, if needed, will be waived by the City. Drilling and traffic control subcontractors' fees are based on prevailing wage rates. The soil cuttings will not be contaminated and may be disposed of on-site. Does not include meetings with local governing agencies or their technical review consultants, or required engineering services during the construction phases of the project. Does not address the potential presence of hazardous material at the site.

Task 2.3 - CEQA Documentation: Kennedy/Jenks will subcontract with Geier & Geier Consulting to conduct an Initial Study in compliance with CEQA requirements and complete CEQA documentation for biological and noise impacts of the project as informed by the Initial Study. The subconsultant will coordinate with the Santa Clara Valley Habitat Plan and prepare necessary forms and calculations. Upon completion of the administrative draft Initial Study, five copies of the IS and associated electronic files will be submitted to the City for review and comment. After City comments are received, requested changes will be incorporated and the Initial Study and Mitigated Negative Declaration will be prepared. The City will be provided with 25 copies of these two documents along with the electronic files in Word and PDF formats. It is assumed that the City will distribute the Initial Study documents. Twenty-five (25) copies of the Mitigation Monitoring and Reporting Program document will be prepared for use by the City, along with the electronic files for the MMRP. Includes attendance at 2 meetings with City Staff. Attendance at any additional

hearings will be on an extra-service basis. Assuming approval of the proposed project, a Notice of Determination will be prepared and filed with Santa Clara County, the State Office of Planning and Research, and the State Department of Fish and Wildlife. The proposed budget for this environmental review does not include the payment of required fees for such submittals. Once all of the background studies have been provided, completion of the administrative draft Initial Study will require 60 days. After the City's review of the administrative draft, the City comments will be incorporated and 25 copies of the public review IS will be produced within 10 working days after receiving the City's comments. The copies will then be submitted to the City for distribution. The anticipated schedule is exclusive of holidays. The amount of time required by City staff for document review is at the discretion of the City. City will provide all background technical studies (with electronic versions, if available). City will provide a comprehensive list of proposed, approved and anticipated projects that are to be included in the cumulative analysis. City will provide all planning documents that pertain to the project site. City will provide electronic files of any recent EIRs or MNDs prepared for other developments in the area, which might provide additional background information on the project site. City will provide copies of all relevant information in project file.

Task 2.4 - Landscaping: Kennedy/Jenks will subcontract with RHAA Landscape Architecture to provide landscaping design including schematic design, construction documents and construction support. Schematic design includes site visit, 1 schematic alternative, selected schematic rendered plan, site diagram, and image boards, refinement of schematic plan following client input, and 1 coordination meeting. Construction documents includes preparing planting plan and details, irrigation plan, details, water use calculations, technical specifications, and 2 coordination meetings. Construction support includes responding to submittals and RFIs, site visits to review planting and irrigation layout and 1 year annual inspection. Additional meetings will be billed as time and materials for a minimum of 1 hour. Submittals consist of one full size electronic set and one hard copy set (if requested).

Phase 3 - Construction Documents

Task 3.1 - Alternatives Evaluation: As part of the 30% Submittal, Kennedy/Jenks Consultants will evaluate alternatives for project design including reservoir materials of construction, retaining wall types, access roadway horizontal and vertical alignments, site drainage assessments, and reservoir site layouts. The results of the alternative evaluations along with estimated costs associated with the alternatives will be documented in business case evaluations as separate technical memoranda.

Task 3.2 - DELETED

Task 3.3 – 30%, 60%, 90% Submittals: Kennedy/Jenks will prepare 30%, 60% and 90% design plans, specifications, construction cost and schedule submittals for City staff review. Allow 2 week city review. The design is based on Kennedy/Jenks preparing up to 40 drawings.

Task 3.4 – 100% Submittal: Kennedy/Jenks will prepare 100% design plans and specifications for bidding purposes, including final construction cost estimate and construction schedule.

Task 3.5 – Building Permit: A City Building Permit will be required by the Building Department. Kennedy/Jenks will meet and coordinate permit requirements with the Building Department during the design process.

Task 3.6 – CDPH DDW Distribution Reservoir Permit: Kennedy/Jenks will provide a list of required State, Local and Federal permits for the installation/operation of the reservoir and prepare the applicable applications for the City.

Phase 4 – Advertisement, Bid, and Award

Task 4.1 – Advertisement, Bid and Award: Kennedy/Jenks will provide bid support, addenda and clarifications on an as needed basis.

Phase 5 – Construction Support

Task 5.1 – Construction Support: Kennedy/Jenks will provide construction support, such as submittal review, respond to RFI's, and attend site meetings to address conflicts or other design issues. The City will provide inspection services.

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: City of Morgan Hill
 PROJECT Description: East Dunne Avenue Hillside Water Reservoir
 Proposal/Job Number: _____ Date: 1/7/2015

January 1, 2015 Rates	Eng-Sci-8 D.Barraza T.Walkin	Eng-Sci-7 D.Hart	Eng-Sci-6	Eng-Sci-5 P.Symonds	Eng-Sci-4 S.Sin	Eng-Sci-3	Eng-Sci-2 M.Wilson	Designer	CAD	Project Administrator	Total	Total KJ Labor	Total Subs CEG MTC G&G RHAA	Total Expenses	Total Labor + Subs + Expenses
Classification:											Hours				Fees
Hourly Rate:	\$240	\$225	\$205	\$180	\$165	\$150	\$135	\$145	\$115	\$100					
Task **** (Expenses)														\$4,952	\$4,952
<i>Phase **** - Subtotal</i>														\$4,952	\$4,952
Phase 1 - Project Management, QC, & Meetings															
Task 1.1 - Project Management/Quality Control	40			40	20					20	120	\$22,100	\$0	\$0	\$22,100
Task 1.2 - Meetings/Site Visits (6 mtgs x 8 hrs/mtg)	48										48	\$11,520	\$0	\$0	\$11,520
<i>Phase 1 - Subtotal</i>	88	0	0	40	20	0	0	0	0	20	168	\$33,620	\$0	\$0	\$33,620
Phase 2 - Investigations and CEQA Documentation															
Task 2.1 - Topographic Survey (MTC)	8										8	\$1,920	\$15,225	\$0	\$17,145
Task 2.2 - Geotechnical Investigations (CEG)	8										8	\$1,920	\$54,965	\$0	\$56,885
Task 2.3 - CEQA Documentation (G&G)	8										8	\$1,920	\$38,514	\$0	\$40,434
Task 2.4 - Landscaping (RHAA)	8										8	\$1,920	\$29,022	\$0	\$30,942
<i>Phase 2 - Subtotal</i>	32	0	0	0	0	0	0	0	0	0	32	\$7,680	\$137,726	\$0	\$145,406
Phase 3 - Construction Documents															
Task 3.1 - Alternative Evaluations	32			32			16				80	\$15,600	\$0	\$0	\$15,600
Task 3.3 - 30%, 60%, 90% Submittals (40 Drawings)	116		133				148	169	148		710	\$117,252	\$0	\$0	\$117,252
Task 3.4 - 100% Submittal	13		15				16	19	16		80	\$13,028	\$0	\$0	\$13,028
Task 3.5 - Building Permit	2		2				2	2	2		10	\$1,680	\$0	\$0	\$1,680
Task 3.6 - CDPH DDW Distribution Reservoir Permit	2		2				2	2	2		10	\$1,680	\$0	\$0	\$1,680
<i>Phase 3 - Subtotal</i>	168	0	152	32	0	0	184	192	168	0	896	\$149,240	\$0	\$0	\$149,240
Phase 4 - Advertisement, Bid, Award															
Task 4.1 - Advertisement, Bid and Award	8	6		8	8		8				40	\$7,560	\$0	\$0	\$7,560
<i>Phase 4 - Subtotal</i>	8	6	0	8	8	0	8	0	0	0	40	\$7,560	\$0	\$0	\$7,560
Phase 5 - Construction Support															
Task 5.1 Construction Support															
Submittal Review (80 Submittals x 2 hrs/Submittal)	32	32		32	32		32				160	\$30,240	\$0	\$0	\$30,240
Respond to RFRs (40 RFRs x 2 hrs/RFR)	16	16		16	16		16				80	\$15,120	\$0	\$0	\$15,120
Attend Site Meetings (6 meetings x 4 hrs/meeting)				12	12						24	\$4,140	\$0	\$0	\$4,140
<i>Phase 5 - Subtotal</i>	48	48	0	60	60	0	48	0	0	0	264	\$49,500	\$0	\$0	\$49,500
All Phases Total	344	56	152	140	68	0	240	192	168	20	1400	\$247,600	\$137,726	\$4,952	\$390,278

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Client/Address: City of Morgan Hill
 17575 Peak Avenue
 Morgan Hill, CA 95037

Contract/Proposal Date: Design Services for the East Dunne Hillside Water Reservoir

Custom Schedule of Charges

Date: January 1, 2015

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	\$120
Designer-Senior Technician	\$155
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$145
Engineer-Scientist-Specialist 3	\$160
Engineer-Scientist-Specialist 4	\$175
Engineer-Scientist-Specialist 5	\$190
Engineer-Scientist-Specialist 6	\$215
Engineer-Scientist-Specialist 7	\$235
Engineer-Scientist-Specialist 8	\$250
Engineer-Scientist-Specialist 9	\$270
Project Administrator	\$110
Administrative Assistant	\$90
Aide	\$70

In addition to the above Hourly Rates, a four percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2015 through December 31, 2015. After December 31, 2015, invoices will reflect the Schedule of Charges currently in effect.

City of Morgan Hill
E. Dunne Hillside Water Reservoir

ID	Task Name	Duration	Start	Finish	2016												2017						
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1	Proposal Submission	1 day	Thu 12/10/15	Thu 12/10/15			◆																
2	A/E Agreement Issued	1 day	Wed 1/20/16	Wed 1/20/16			◆																
3	Phase 1 PM/QC/Meetings	357 days?	Tue 1/19/16	Wed 5/31/17			▬																
4	Project Management	357 days?	Tue 1/19/16	Wed 5/31/17			▬																
5	Quality Control	357 days?	Tue 1/19/16	Wed 5/31/17			▬																
6	Meetings	119 days	Thu 1/21/16	Tue 7/5/16			▬																
7	Design Meeting #1	1 day	Thu 1/21/16	Thu 1/21/16			◆																
8	Design Meeting #2	1 day	Tue 3/15/16	Tue 3/15/16				◆															
9	Design Meeting #3	1 day	Tue 4/26/16	Tue 4/26/16					◆														
10	Public Meeting #4	1 day	Tue 6/7/16	Tue 6/7/16						◆													
11	Public Meeting #5	1 day	Fri 5/13/16	Fri 5/13/16							◆												
12	Bldg Permit Meeting #6	1 day	Tue 7/5/16	Tue 7/5/16								◆											
13	Phase 2 Investigations	87 days	Fri 1/22/16	Mon 5/23/16			▬																
14	Topographic Survey	20 days	Fri 1/22/16	Thu 2/18/16			▬																
15	Geotechnical Investigations	45 days	Fri 1/22/16	Thu 3/24/16			▬																
16	CEQA Documentation	80 days	Fri 1/22/16	Thu 5/12/16			▬																
17	Landscaping	20 days	Tue 4/26/16	Mon 5/23/16							▬												
18	Phase 3 Construction Documents	142 days	Fri 1/22/16	Mon 8/8/16			▬																
33	Phase 4 Advertisement, Bid, and Award	43 days	Tue 8/9/16	Thu 10/6/16																			
40	Phase 5 Construction	178 days	Fri 10/7/16	Tue 6/13/17																			

EXHIBIT C
SCHEDULE OF PERFORMANCE

Project: Project1
Date: Thu 1/7/16

Task		Milestone	◆	External Tasks	
Split		Summary	▬	External Milestone	◆
Progress		Project Summary	▬	Deadline	◆

EXHIBIT B TO SECOND AMENDMENT

Kennedy/Jenks Consultants

Engineers & Scientists

303 Second Street, Suite 300 South
San Francisco, California 94107
415-243-2150
FAX: 415-896-0999

26 July 2016

Mr. Kevin O'Connell, P.E.
Project Manager
Public Works
City of Morgan Hill
100 Edes Court
Morgan Hill, CA 95037

Subject: Proposal for E. Dunne Booster Pump Station Modifications
Design Engineering Services
East Dunne Hillside Water Reservoir
K/J 1672001*00

Dear Kevin:

Kennedy/Jenks Consultants (Kennedy/Jenks) is pleased to submit this proposal for providing professional services for the design of the modifications to the existing East Dunne Booster Pump Station. It is understood that the additional engineering services associated with the design for the pump station will be performed as an amendment to the Service Agreement for Design Professionals East Dunne Hillside Water Reservoir Project between Kennedy/Jenks and the City dated 11 February 2016. An understanding and background of the pump station requirements, added scope of work, assumptions, summary of tasks to be performed by the City, basis of compensation, schedule and terms and conditions are included below.

Understanding and Background

Based on conversations with City staff, two of the existing pumps at the East Dunne Booster Pump Station (the Holiday Zone 1 pumps) require replacement with larger pumps to provide additional water to the new East Dunne Hillside Water Reservoir. We may also need input from the City regarding the flowrate, "Duty" versus "Standby", lift, impellers, motor size and motor starter size and preferences regarding the type of motor starter to be used.

Scope of Work

Kennedy/Jenks has amended the original scope of work for the preliminary and final design and construction services for the East Dunne Hillside Water Reservoir to include a detailed Scope of Work with the tasks necessary to complete the design and construction for the modifications to the

Mr. Kevin O'Connell, P.E.
City of Morgan Hill
26 July 2016
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existing East Dunne Booster Pump Station. Kennedy/Jenks will provide professional design services required to complete the design modifications of the pump station working closely with City Staff. Kennedy/Jenks will perform work in compliance with all applicable laws and regulations. Deliverables such as Technical Memoranda (Tech Memo) and specifications will generally be furnished in electronic format using MS Word or Adobe PDF format. We will provide electronic files of design plans in AutoCAD format. The phase and task numbering in the amended scope of work below is consistent with that utilized in the original Service Agreement:

Phase 1 – Project Management, Quality Control, and Meetings

Task 1.3 – Project Management/Quality Control (Pump Station): Kennedy/Jenks will supervise and coordinate design activities, including sub-consultants, submit invoices and track project schedule and costs for the East Dunne Booster Pump Station Modification project. Kennedy/Jenks will provide quality control and deliverable review.

Task 1.4 – Meetings/Site Visits (Pump Station): Throughout the design process, Kennedy/Jenks will meet with staff and perform site visits related to the East Dunne Booster Pump Station Modification project. This task includes three design engineering meetings.

Phase 2 – Investigations and CEQA Documentation

None

Phase 3 – Construction Documents

Task 3.7 – East Dunne Booster Pump Station Modifications Design Report: Kennedy/Jenks Consultants will prepare a report outlining design criteria for modifications to the East Dunne Booster Pump Station to move water from the booster pump station to the *proposed East Dunne Hillside Water Reservoir*. Report shall identify pump design performance conditions and pump selection (based on hydraulic analysis supplied by Akel Engineering Group, Fresno), modifications to electric power supply and standby power systems, instrumentation and control schemes. The report along with an estimated cost will be issued as a Tech Memo.

Task 3.8 – 30%, 60%, 90% Submittals (East Dunne Booster Pump Station Modifications): Kennedy/Jenks will prepare 30%, 60% and 90% design plans, specifications, construction cost and schedule submittals for City staff review. Allow 2 week city review. The design is based on Kennedy/Jenks preparing up to 14 drawings.

Task 3.9 – 100% Submittal (East Dunne Booster Pump Station Modifications): Kennedy/Jenks will prepare 100% design plans and specifications for bidding purposes, including final construction cost estimate and construction schedule.

Task 3.10 – Building Permit (East Dunne Booster Pump Station Modifications): A City Building Permit will be required by the Building Department. Kennedy/Jenks will meet and coordinate permit requirements with the Building Department during the design process.

Task 3.11 – CDPH DDW Permit (East Dunne Booster Pump Station Modifications): Kennedy/Jenks will provide a list of required State, Local and Federal permits for the installation/operation of the pump station and prepare the pertinent applications for the City.

Mr. Kevin O'Connell, P.E.
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26 July 2016
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8. The work will require 16 weeks to complete, assuming that Kennedy/Jenks begins work in September 2016 and that the City takes two weeks to review each design submittal described in Task 3.8.
9. The design budget is based on Kennedy/Jenks preparing up to 14 drawings based upon the preliminary drawing list enclosed at the end of the proposal.
10. Kennedy/Jenks Consultants will prepare up to two addenda to the contract documents during the bid period.
11. Kennedy/Jenks Consultants will assist the City with the local building permit and DDW permit applications.
12. Construction support for the pump station is based on up to 30 shop drawing submittal reviews and 15 contractor requests for information.
13. Construction support for the pump station is based on construction within a single calendar year and attendance at up to six (6) site meetings.

Tasks Performed by City

The following tasks will be performed by the City:

1. Provide all readily available background documentation for the pump station to Kennedy/Jenks for review.
2. Submitting for building permit, paying fees, and interfacing with the building department.
3. Reviewing Kennedy/Jenks' submittals within the scheduled time periods.

Basis of Compensation

We propose that compensation for our services be on a time and expense reimbursement basis in accordance with the January 1, 2015 Schedule of Charges in the original Service Agreement, Exhibit B, enclosed. Payments shall be made monthly based on invoices, which describe services and list actual costs and expenses. Based on our estimate of services for our proposed tasks, we propose a fee budget of \$135,796 for design, construction management, and inspection services for the modifications to the existing East Dunne Booster Pump Station, which will not be exceeded without authorization. A summary of the proposed budget by task is provided below. The budget may be increased if necessary to provide additional services requested by the City.

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Phase and Task	Estimated Fee Budget
Phase 1 – Project Management, QC, Meetings & Expenses	\$14,647
Phase 2 – Investigations & CEQA Documentation	\$0
Phase 3 – Construction Documents	\$96,367
Phase 4 – Advertisement Bid and Award	\$1,916
Phase 5 – Construction Support	\$22,866
TOTAL	\$135,796

Schedule

Kennedy/Jenks proposes to complete the scope of work described above within four months contingent on receipt of authorization from the City by 26 August 2016. The services will require extension of the completion date for Task 3 Construction Documents.

Terms and Conditions

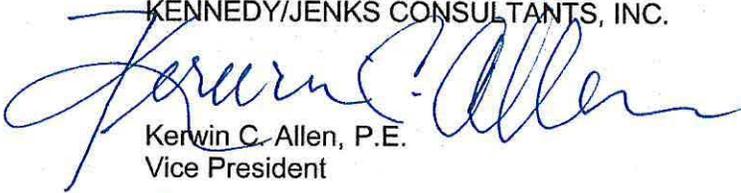
This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter. Unless noted otherwise the terms and conditions of the Service Agreement for Design Professionals for the East Dunne Hillside Water Reservoir Project between Kennedy/Jenks and the City dated 11 February 2016 are applicable. If this proposal meets with your approval, please sign where noted at the end of the document and return a copy to our office to serve as our authorization.

Mr. Kevin O'Connell, P.E.
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26 July 2016
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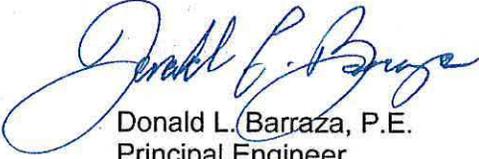
If you have any questions regarding our proposal, please contact Don Barraza at (415) 243-2483 or Kerwin Allen at (415) 243-2457.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.



Kerwin C. Allen, P.E.
Vice President



Donald L. Barraza, P.E.
Principal Engineer

AUTHORIZATION:

CITY OF MORGAN HILL

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Enclosure

- 1. Estimated List of Drawings

cc: Pete Talbot, Kennedy/Jenks Consultants, San Francisco
Craig Lichty, Kennedy/Jenks Consultants, Santa Rosa

Mr. Kevin O'Connell, P.E.
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List of Drawings

East Dunne Booster Pump Station Modifications

Sheet	Drawing	Drawing Title
		General
1	G-1	Title Sheet, Sheet Index, Vicinity Map, Location Map
2	G-2	Pump Station Basis of Design and Flow Schematic
		Structural
3	S-1	Structural Demolition Plan and New Work Plan
4	S-2	Structural Sections and Details
		Mechanical
5	M-1	Building Demolition Plan and New Work Plan (small scale)
6	M-2	Enlarged Plan and Sections
7	M-3	Mechanical Details
		Electrical
8	E-1	Demolition Plan and New Power/Signal Plan
9	E-2	Single Line Diagram, Elementary Diagrams
10	E-3	Electrical Schematics
11	E-4	Electrical Details
12	E-5	Panel Board Schedules and Load Summary
13	E-6	Motor Control Center Elevation
		Instrumentation & Controls
14	I-1	P&ID - Pump Station

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: City of Morgan Hill
 PROJECT Description: East Dunne Hillside Water Reservoir Project - Pump Stations
 Proposal/Job Number: 1672001*00 Date: 7/26/2016

January 1, 2015 Custom Rates	Eng-Sci-8 D.Barraza T.Wakim	Eng-Sci-7 Z.Harris	Eng-Sci-5 P.Symonds	Eng-Sci-4 S.Sin	Eng-Sci-3	Eng-Sci-2 M.Wilson	Designer	Total	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Classification:	\$240	\$225	\$180	\$165	\$150	\$135	\$145	Hours				Fees
Task **** (Expenses)											\$0	\$0
Phase **** - Subtotal	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Phase 1 - Project Management, QC, & Meetings												
Task 1.3 - Project Management/Quality Control	36							36	\$8,899	\$0	\$0	\$8,899
Task 1.4 - Meetings/Site Visits (3 mtgs x 8 hrs/mtg)	12	12						24	\$5,747	\$0	\$0	\$5,747
Phase 1 - Subtotal	48	12	0	0	0	0	0	60	\$14,647	\$0	\$0	\$14,647
Phase 2 - Investigations and CEQA Documentation												
Phase 2 - Subtotal	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Phase 3 - Construction Documents												
Task 3.7 - Preliminary Design	16	24					8	48	\$10,712	\$0	\$0	\$10,712
Task 3.8 - 30%, 60%, 90% Submittals (20 Drawings)												
30% Submittal	31	34	10	0	0	7	43	125	\$24,732	\$0	\$0	\$24,732
60% Submittal	31	34	10	0	0	7	43	125	\$24,732	\$0	\$0	\$24,732
90% Submittal	31	34	10	0	0	7	43	125	\$24,732	\$0	\$0	\$24,732
Task 3.9 - 100% Submittal	10	11	3	0	0	2	14	42	\$8,244	\$0	\$0	\$8,244
Task 3.10 - Building Permit	4	4	2					10	\$2,287	\$0	\$0	\$2,287
Task 3.11 - CDPH DDW Water Supply Permit		4						4	\$927	\$0	\$0	\$927
Phase 3 - Subtotal	124	144	34	0	0	24	152	478	\$96,367	\$0	\$0	\$96,367
Phase 4 - Advertisement, Bid, Award												
Task 4.2 - Advertisement, Bid and Award	4	4						8	\$1,916	\$0	\$0	\$1,916
Phase 4 - Subtotal	4	4	0	0	0	0	0	8	\$1,916	\$0	\$0	\$1,916
Phase 5 - Construction Support												
Task 5.2 Construction Support	10	56		16	16	16		114	\$22,866	\$0	\$0	\$22,866
Phase 5 - Subtotal	10	56	0	16	16	16	0	114	\$22,866	\$0	\$0	\$22,866
All Phases Total	186	216	34	16	16	40	152	660	\$135,795	\$0	\$0	\$135,795