

**SECOND AMENDMENT TO AGREEMENT  
BIGGS CARDOSA ASSOCIATES, INC.**

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, BIGGS CARDOSA ASSOCIATES, INC. , 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 September 7, 2016.
2. The CITY and CONSULTANT entered into that "Service Agreement for Design Professionals" made as of January 27, 2015, for consultant services for a maximum compensation of \$128,000 ("CONSULTANT AGREEMENT").
3. The CITY and CONSULTANT entered into a "First Amendment to Agreement" made as of December 14, 2015, under which the maximum compensation under the CONSULTANT AGREEMENT, as amended, was increased to \$175,000. 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 January 27, 2015, until December 30, 2016. 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."

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 Two Hundred Twenty Eight Thousand Nine Hundred Thirty Dollars (\$228,930)."

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 [use if prior amendments], 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:

**BIGGS CARDOSA ASSOCIATES, INC.**

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
By: *Stephen A. Biggs*  
**STEPHEN A. BIGGS**

Title: **PRESIDENT**

Print Name and Title of Signer.

If Corporate: Chairman, President or  
Vice President

Date: Aug. 16, 2016

\_\_\_\_\_  
*Mark A. Cardoso*

By: **MARK A. CARDOSA**

Title: **SECRETARY**

Print Name and Title of Signer.

If Corporate: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer

Date: Aug. 16, 2016

**FIRST AMENDMENT TO AGREEMENT  
BIGGS CARDOSA ASSOCIATES, INC.**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 12/19/15 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, BIGGS CARDOSA ASSOCIATES, INC., a California Corporation ("CONSULTANT").

**RECITALS**

The following recitals are a substantive part of this Agreement:

1. This FIRST Amendment to Agreement is entered into based upon City of Morgan Hill City Council approval on NOVEMBER 18, 2015.
2. The CITY and CONSULTANT entered into that "Service Agreement for Design Professionals" made as of January 27, 2015, for consultant services for a maximum compensation of \$128,000 ("CONSULTANT AGREEMENT"). The CONSULTANT AGREEMENT is 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 January 27, 2015, until June 30, 2016. 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."

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

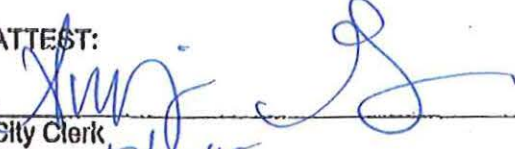
"4.1. **Amount.** Compensation under this Agreement shall not exceed One-Hundred-Seventy-Five-Thousand Dollars (\$175,000).

2. **Conflicts.** In the event of a conflict between the terms and provisions of this First Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of this First Amendment to Agreement shall govern and control.

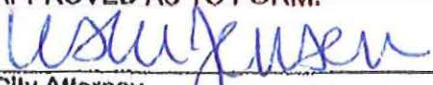
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

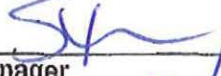
ATTEST:

*Deputy*  
  
City Clerk  
Date: 12/16/15

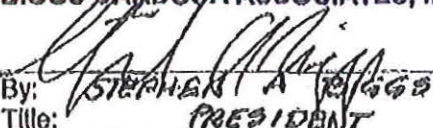
APPROVED AS TO FORM:

*for*  
  
City Attorney  
Date: 12/14/15

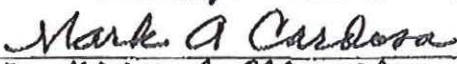
CITY OF MORGAN HILL

  
City Manager  
Date: 12/14/15

**BIGGS CARDOSA ASSOCIATES, INC.**

  
By: STEPHEN A. BIGGS  
Title: PRESIDENT  
Print Name and Title of Signer.  
If Corporate: Chairman, President or Vice President

Date: 11/4/15

  
By: MARK A. CARDOSA  
Title: SECRETARY  
Print Name and Title of Signer.  
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 11/4/15

# EXHIBIT A

12-09-15-010

## SERVICE AGREEMENT FOR DESIGN PROFESSIONALS BIGGS CARDOSA ASSOCIATES, INC.

THIS AGREEMENT is entered into and becomes effective on 11/27/15 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and BIGGS CARDOSA ASSOCIATES, INC. 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 December 17, 2014.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2015 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 building code and structural contract document review and special inspection and testing during construction of the Morgan Hill Downtown Parking Structure as further described in Exhibit A.
4. **Compensation.** CONSULTANT shall be compensated as follows:
  - 4.1. **Amount.** \$128,000.00. Total compensation under this Agreement shall not exceed One Hundred Twenty Eight Thousand 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 A, 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.

7. Insurance Requirements.

7.1. Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. For general liability insurance policies, CONSULTANT shall provide CITY, prior to commencement of work, with a separate endorsement which states that the policy contains the following language:

- The CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds; and,
- the insurer waives the right of subrogation against CITY and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,
- Insurance shall be primary non-contributing.

CONSULTANT shall furnish CITY with copies of all policies or certificates subject to this Agreement, whether new or modified, promptly upon receipt. No policy subject to this Agreement shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY.

7.2. Workers' Compensation Insurance. CONSULTANT and all subcontractors shall maintain Workers' Compensation Insurance, as required by law.

7.3. Insurance Types and Amounts. CONSULTANT shall maintain comprehensive general liability insurance; professional errors and omissions liability insurance (required for professional and technical service consultants only); and automobile insurance each with policy limits of at least \$1,000,000 per occurrence for general liability, \$1,000,000 per accident for automobile liability and \$1,000,000 per claim for professional errors or omissions (for professional and technical service consultants only).

7.4. Acceptability of Insurers. All insurance required by this Agreement shall be carried only by responsible insurance companies licensed and admitted, or otherwise legally authorized to carry out insurance business, in California with a current A.M. Best's rating of no less than A:VII.

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:

Biggs Cardosa Associates, Inc.  
885 The Alameda  
San Jose, CA 95128-3133

Address of CITY is as follows:

Public Works Director	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

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.

//

//

//

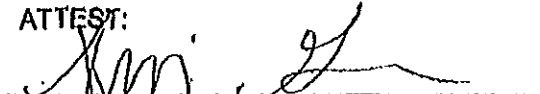
25. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

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

*MW* Michelle Wilson  
\_\_\_\_\_  
Print Name

Date: 2/2/15

APPROVED AS TO FORM:

*Renee Gurza*  
\_\_\_\_\_  
City Attorney  
*for* Renee Gurza  
\_\_\_\_\_  
Print Name

Date: 01/27/15

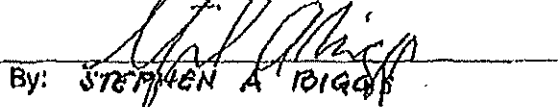
CITY OF MORGAN HILL

  
\_\_\_\_\_  
City Manager

Steve Rymer  
\_\_\_\_\_  
Print Name

Date: 1/27/15

BIGGS CARDOSA ASSOCIATES, INC.

  
\_\_\_\_\_  
By: STEPHEN A. BIGGS

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

Date: 12/10/14

*Mark A. Cardoso*  
\_\_\_\_\_  
By: MARK A. CARDOSA

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

Date: 12/10/14

**BIGGS CARDOSA  
ASSOCIATES INC**  
STRUCTURAL ENGINEERS

**EXHIBIT A**

888 The Alameda  
San Jose, CA 95126-3133  
Telephone 408-298-6618  
Facsimile 408-298-0114

December 8, 2014

City of Morgan Hill  
Public Works Department  
17575 Peak Avenue  
Morgan Hill, CA 95037

Attention: Mr. Karl Bjarke  
Public Works Director

Subject: Downtown Parking Garage  
Morgan Hill, California

Dear Mr. Bjarke:

Biggs Cardosa Associates is pleased to submit a fee proposal for structural engineering and special inspection and testing services for the subject project. The structure consists of a four level concrete parking structure supported on a conventional concrete foundation.

The following is a proposed scope of services:

***Structural Contract Document Review***

- Review structural calculations, contract drawings, specifications and geotechnical information provided by the City of Morgan Hill.
- Prepare structural review comment list for distribution to the engineer of record.
- Meet with the City to discuss comments, if requested. (1 meeting maximum).
- Review engineer of record's response to review comments. (2 reviews maximum).
- Provide final acceptance letter.

***Special Inspection and Testing***

**Concrete**

- Provide periodic batch plant inspection.
- Provide continuous inspection during the placement of all concrete as delineated on the contract documents.
- Test slump.
- Test air content.



City of Morgan Hill

December 8, 2014

Page 2

- Test concrete temperature.
- Prepare compression test specimens.
- Test compression specimens.

#### **Reinforcing Steel**

- Verify that mill certificates show reinforcing steel to be in compliance with project specifications.
- Provide periodic inspection of the placement of all reinforcing steel for structural masonry and for concrete which is required to have continuous inspection.

#### **Prestressing Steel**

- Verify that mill certificates show prestressing steel to be in compliance with job specifications, and corresponds to the materials to be fabricated and shipped to the site.
- Take an eight foot long sample from each reel of prestressing strand received by the fabricator.
- Test each sample of prestressing strand for ultimate strength, yield stress, modulus of elasticity and percent elongation at rupture.
- Periodically inspect placement of all tendons and integrity of the protective wrapping prior to concrete placement.
- Continuously inspect all stressing and grouting of prestressed and post-tensioned concrete.

#### **Structural Masonry**

- Provide inspection at the start of placing concrete masonry units.
- Provide full time inspection of all grouting placing.
- Test grout temperature.
- Provide inspection during preparation and taking of required prisms.
- Test 5 prisms prior to construction and 3 prisms for each 5000 square feet of wall.
- Inspect grout space immediately prior to closing of cleanouts.

#### **Bolts Installed in Concrete**

- Periodically during installation of bolts and continuously during placing of concrete around such bolts.

#### **Structural Steel and Miscellaneous Iron**

- Verify that mill certificates show that structural steel and miscellaneous iron used

is in compliance with project specifications.

**Steel Joists**

- Verify that mill certificates show that structural steel and miscellaneous iron used in fabrication of steel joists is in compliance with project specifications.

**Metal Decking**

- Verify that mill certificates show metal decking to be in compliance with project specifications.
- Periodically inspect the placement of all metal decking prior to metal decking being covered.

**Welding**

- Continuously during all structural welding, including welding of reinforcing steel.

**Exceptions:**

1. Single pass fillet welds not exceeding 5/16" will have periodic inspection.
2. Floor and roof deck welding will have periodic inspection.
3. Welding of stairs and railing systems will have periodic inspection.

**Samples**

- Pickup and delivery of all samples to testing facility.

**Reports**

- Preparation of a daily handwritten report for each day's inspection.
- Preparation of weekly reports summarizing tests and inspections as required by the City / County.
- Preparation of final report required by the City / County prior to issuance of an occupancy permit. All non-conformance items shall be resolved and any outstanding balances shall be paid in full prior to issuance of this final report.

**Reimbursables**

- Deliveries

**Assumptions**

- The proposal is based on RFP submittal drawings prepared by the F & H Construction team and dated November 13, 2014.

- This proposal does not include reviewing work normally prepared by other consultants such as the Architect, MEP etc.
- It is our understanding that the above project is subject to prevailing wages for the special inspection and testing services. The estimated fee listed below reflects this.
- The scope of special inspections and materials testing services and estimated fee will likely require revision upon the review of the City-approved set of drawings once these are available.
- It is our understanding that the pre-cast columns and beams will be fabricated by Con-Fab California Corporation located in Lathrop, California. The estimated fee listed below includes round-trip travel for the special inspections and materials testing to this fabrication facility.
- Special inspections and/or materials testing associated with the Alternate PV System are not included in the above scope of work or estimated fee listed below.
- The construction schedule (preliminary or otherwise) for this project is not known. Inspection service fees are based on assumptions made with regards to number of concrete and masonry grout pours, work hours not requiring overtime, minimal travel to fabrication shops and concrete batch plants, and other items and circumstances that are not controlled by the inspection agency. These circumstances include, but are not limited to, manpower employed by the contractor, and corrections or revisions required because of deviations from the contract documents by the contractor during construction. Therefore our fee proposal represents our best estimate of the costs involved and the final costs may be above or below those estimated.
- The estimated fee listed below is based on the following breakdown of inspection tasks:

Inspection Task	Est. # of Visits	Est. # of Hours	# of Samples
Reinforcement	32	182	---
Batch Plant	15	30	---
Concrete (includes pickup and delivery of samples for testing)	15	121	91
Post-Tensioned Concrete (includes pickup and delivery of samples for testing)	5	45	9
Pre-Cast Concrete (includes pickup and delivery of samples for testing)	25	203	75

Masonry (Includes pickup and delivery of samples for testing)	17	60	8
Material Identification and shop welding of structural steel	4	24	---
Field welding of structural steel (includes high strength bolting)	13	92	---
Meetings	1	4	---
Administration (Scheduling of Inspections, Report Review and Preparation, Final Report)	---	10	---

Additional inspection visits may be required due to circumstances that are not controlled by the inspection agency as described above and are considered to be additional services.

- Re-inspection services resulting from corrections or revisions required because of deviations from the contract documents by the contractor during construction are considered to be additional services.
- Inspection visits in which the contractor is not ready for a scheduled inspection will be documented as show-up time and considered as additional services.
- For work conducted during normal business hours, please notify us at least 24 hours in advance. For work conducted before or after normal business hours, please notify us at least 48 hours in advance. Please contact Michael Wong at 408-296-5515, extension 1157, to schedule inspections.

**Fee**

Biggs Cardosa Associates, Inc. proposes to provide the scope of services outlined herein on an hourly basis with budgets as shown below including expenses. Two charge rate schedules, one for Structural Contract Document review and one for Special Inspection and Testing have been enclosed.

Phase	Budget
Structural Contract Document Review	\$ 20,000.00
Special Inspection and Testing	<u>\$108,000.00</u>
Total	\$128,000.00

Thank you for providing our firm with the opportunity to present our proposal for the above services. Should you have any questions, please do not hesitate to call.

City of Morgan Hill  
December 8, 2014  
Page 6

Very truly yours,

**BIGGS CARDOSA  
ASSOCIATES, INC.**

*Mark A. Cardoso*

Mark A. Cardoso  
Vice President



**BIGGS CARDOSA  
ASSOCIATES INC**  
STRUCTURAL ENGINEERS

## EXHIBIT B

888 The Alameda  
San Jose, CA 95128-3198  
Telephone 408-886-8515  
Facsimile 408-886-8114

### CHARGE RATE SCHEDULE

Principal	\$235.00/hr.
Associate	180.00
Construction Manager	185.00
Engineering Manager	155.00
Senior Structural Representative	160.00
Project Administrator	128.00
Senior Engineer	138.00
Structural Representative	134.00
Project Engineer	124.00
Staff Engineer	112.00
Assistant Engineer	103.00
Junior Engineer	98.00
Senior Computer Drafter	113.00
Computer Drafter	98.00
Junior Computer Drafter	88.00
Secretarial Services	82.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	\$0.30/ sq. ft.
Plots	\$1.50/ sq. ft.
Mylar Plots	\$3.00/ sq. ft.

Charge Rates Applicable October 1, 2014 Thru September 30, 2015

**BCA**

**SIDOR CARDOSA  
ASSOCIATES INC  
STRUCTURAL ENGINEERS**

885 The Alameda  
San Jose, CA 95126-0138  
Telephone 408-288-1515  
Facsimile 408-288-8114

**CHARGE RATE SCHEDULE**

**Engineering Services (Basic Rate)**

Principal	\$235.00/hr
Associate	\$180.00/hr
Engineering Manager	\$155.00/hr
Senior Engineer	\$138.00/hr
Secretarial Services	\$82.00/hr

**Inspection Services (Basic Rate)**

Inspection Department Manager	\$124.00/hr
Inspector Level IV	\$124.00/hr
Inspector Level III	\$112.00/hr
Inspector Level II	\$103.00/hr
Inspector Level I	\$98.00/hr

**Basis of Charges**

Weekdays	Basic Rate
Over 8 hours & Saturdays	1.5 x Basic Rate
Sundays/Holiday & Over 8 hours on Saturday	2 x Basic Rate

**Expenses**

Expenses	Cost + 15%
Subconsultants	Cost + 10%

**Testing Services**

See proposal breakdown for listing of testing services and costs anticipated for project.

Charge Rates Applicable October 1, 2014 Thru September 30, 2015

Invoices are submitted on a monthly basis. They become due and payable when rendered and if not paid within thirty (30) days are subject to a service charge of 1-1/2% per month, thereafter until paid. Delivery of reports may be withheld pending payment of services rendered.

**BCR**

APPROVED

CERTIFICATE OF LIABILITY INSURANCE By Leslie Jensen at 11:44 am, Dec 11, 2015 SCARD

ACORD 10

DATE (MM/DD/YYYY) 09/01/2015

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

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

PRODUCER: Dealey, Renton & Associates, P. O. Box 12675, Oakland, CA 94604-2675, 510 465-3090. CONTACT NAME: Jo Lusk, PHONE: 510 465-3090, FAX: 510 452-2193, E-MAIL: jlusk@dealeyrenton.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Indemnity Co. of Conn (25682), INSURER B: Travelers Property Casualty Co (25674), INSURER C: XL Specialty Insurance Co (37885).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (LIMITS: \$1,000,000), B AUTOMOBILE LIABILITY (LIMITS: \$1,000,000), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (LIMITS: \$1,000,000), C Professional Liability (LIMITS: \$2,000,000 per Claim, \$4,000,000 Annl Aggr).

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

General Liability Excludes claims arising out of the performance of professional services. REF: ALL OPERATIONS OF THE NAMED INSURED. The City of Morgan Hill, its elected officials, officers, employees, agents and representatives are additional insureds as respects to General & Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. Waiver applies to General, Automobile and Workers Compensation coverages. See attachments.

CERTIFICATE HOLDER: City of Morgan Hill, Attn: Public Works Director, 17555 Peak Avenue, Morgan Hill, CA 95037-0000. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

© 1988-2014 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

#### **NAME OF PERSON(S) OR ORGANIZATION(S):**

City of Morgan Hill  
Attn: Public Works Director  
17555 Peak Avenue  
Morgan Hill, CA 95037-0000

#### **PROJECT/LOCATION OF COVERED OPERATIONS:**

NAME OF PERSON OR ORGANIZATION CONTINUATION: The City of Morgan Hill, its elected officials, officers, employees, agents and representatives

#### **PROVISIONS**

**A. The following is added to WHO IS AN INSURED (Section II):**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 09/01/2015	
Named Insured Biggs Cardosa Associates, Inc.	Countersigned by <i>Michael C...</i> (Authorized Representative)

#### SCHEDULE

Name of Person(s) or Organization(s):

NAME OF PERSON OR ORGANIZATION CONTINUATION: The City of Morgan Hill, its elected officials, officers, employees, agents and representatives

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Insured: Biggs Cardosa Associates, Inc.

Policy Number: UB7650Y233

Effective Date: 09/01/2015

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

City of Morgan Hill  
Attn: Public Works Director  
17555 Peak Avenue  
Morgan Hill, CA 95037-0000

SCHEDULE CONTINUATION: The City of Morgan Hill, its elected officials, officers, employees, agents and representatives.

Countersigned by



Authorized Representative

Form WC 04 03 06  
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date: