

## EXHIBIT A TO RESOLUTION

### SERVICE AGREEMENT FOR DESIGN PROFESSIONALS

Mark Thomas & Company

**THIS AGREEMENT** is entered into and becomes effective on \_\_\_\_\_ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Mark Thomas & Company 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 \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2018 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 to complete the Hale Avenue Extension project plans and specifications as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
  - 4.1. **Amount.** \$401,873. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Four Hundred One Thousand Eight Hundred Seventy Three dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed during the extended term period exceed an additional five percent (5%) above the compensation allowed to be paid to CONSULTANT during the initial term of this Agreement.
  - 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, employees and agents, 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, software designers, 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](mailto: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:

Mark Thomas & Company  
attn: Mike Cooper, Senior Project Manager  
2290 North First Street, Suite 304  
San Jose, CA 95131

Address of CITY is as follows:

Development Services Center	with a copy to:
attn: David Gittleson	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	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. Any attempted assignment not first approved by CITY shall be void and, at CITY's option, shall terminate this Agreement effective as of the date of such attempted assignment.
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. **Binding Agreement.** Notwithstanding the provisions of Section 18 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

26. **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 OF MORGAN HILL

\_\_\_\_\_  
City Clerk/Deputy City Clerk

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

Michelle Wilson

Steve Rymer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

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

APPROVED AS TO FORM:

Mark Thomas & Company

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

By: 

Donald A. Larkin

Title: Sasha Dansky, Principal/Vice President

\_\_\_\_\_  
Print Name

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

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

Date: January 5, 2017



By:

Title: Matt Brennan, Secretary

Print Name and Title of Signer.

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

Date: January 5, 2017



**EXHIBIT A**  
**SCOPE OF SERVICES**

## HALE AVENUE EXTENSION PROJECT

### SCOPE OF WORK

City of Morgan Hill (City) and Mark Thomas & Company, Inc. (MTCO) entered into an agreement for the preparation of contract documents for the Hale Avenue Extension project in April 2011. The project is to extend Hale Avenue from its present terminus at West Main Avenue in the north to the junction of Spring Avenue and DeWitt Avenue in the south, a distance of approximately 4,700 feet. The new road will have one traffic lane in each direction and a median. Bicycle/pedestrian paths, sidewalks, shoulder areas, landscape areas, bio swales, retaining walls and sound walls are proposed along sections of the roadways. Other proposed improvements include new storm drainage facilities, two stormwater detention ponds, water mains, and light standards. The project was developed to the 90% completion level before it was suspended in 2013. The contract for the project has subsequently expired. City would like to complete the contract documents to prepare the project for construction in 2018. The scope of work presented below has been developed based on a meeting held between City and MTCO on December 17, 2015, and subsequent communications with the City.

The scope of work assumes that the project features remain unchanged from the previous contract with the following exceptions:

- In conformance with current C.3 requirements, add Biotreatment facilities to treat stormwater runoff from the portions of the new roadway that will not be draining to the detention ponds.
- Add soundwall per EIR
- Convert plans to Civil 3D- Optional
- Convert specifications to Caltrans 2015-Optional

#### 1. Project Management

- Supervise, coordinate, and monitor project development.
- Maintain and coordinate project files throughout the contract period.
- Prepare and regularly update a detailed Critical Path Method (CPM) schedule.
- Prepare and submit monthly progress reports.
- Provide a monthly invoice, by task, that will present charges at agreed to hourly rates.
- Perform Quality Assurance/Quality Control review at milestone submittals.

#### *Deliverables:*

- *CPM Schedule and Monthly Updates*
- *Monthly Invoices and Progress Reports*
- *Quality Process Documentation*

#### 2. Surveying

##### 2.1. Plats and Legal Descriptions

- Prepare plat exhibits and legal descriptions for easement and right-of-way acquisitions. One plat exhibit and legal description per parcel will be prepared showing Public Street Easements, Slope Easements and Temporary Construction Easements. Separate plats and legal descriptions will be prepared for public utility easements and utility vacations.

One round of review comments will be incorporated. The anticipated number of plat exhibits and legal descriptions is as follows:

<b>Acquisition Type</b>	<b>Number of Plats &amp; Legals</b>
Public Street Easements, Slope Easements and Temporary Construction Easements	15
Public Utility Easements	5
Utility Vacations	5

## **2.2. Supplemental Field Surveys**

- Conform Topographic Survey - Topographic surveys will be conducted at up to four (4) locations to assist in the determination of conform elevations.
- Positive Utility Pothole Survey - The locations and elevations of positive utility potholes will be surveyed using Real Time Kinematic (RTK) GPS or conventional survey methods.

### ***Deliverables:***

- ***Plats and Legal Descriptions (25 total)***
- ***AutoCAD file with topographic survey information***

## **3. Geotechnical Report**

- Review the Draft Geotechnical Report that has been prepared for the project in 2012.
- Incorporate comments from City.
- Perform a site reconnaissance to observe existing surface conditions, focusing on changes since the draft report was prepared.
- Prepare a 100% final geotechnical investigation report presenting findings, conclusions and recommendations for the project.

### ***Deliverables:***

- ***Final Geotechnical Report (10 copies)***

## **4. Potholing**

- Contract with a potholing firm to perform up to ten (10) potholes of existing utilities at locations where proposed improvements may conflict with existing utilities. Pothole locations will be determined based on utility mapping obtained from utility companies.
- Locations and elevations of the potholes will be surveyed under Task 2.2.

### ***Deliverables:***

- ***Layout location and depth of pothole results***

## **5. Utility Company Coordination**

- Utility Identification and Verification – Collect updated as-built information of existing utilities from utility companies and City. Verify that existing utilities have been shown in the project plans.
- Utility Relocation Exhibits - Identify utility conflicts and prepare relocation exhibits to be used in coordinating with utility companies as they design the relocations of their utilities for up to three (3) utility companies.
- Utility Relocation Coordination - Coordinate with up to three (3) utility companies for relocations. MTCO will review relocation plans to be prepared by the utility companies. MTCO will review liability letters submitted by utility companies, and if necessary, prepare a draft utility agreement for City's signature. MTCO will also prepare utility relocation notices.

**Deliverables:**

- *Copies of correspondence with utility companies*
- *Utility relocation exhibits*

**6. Meetings**

**6.1. Project Coordination Meetings**

- Hold a kick-off meeting with City staff.
- Hold up to six (5) coordination meetings with stakeholders and City staff to coordinate project progress.
- Prepare meeting agenda and minutes for the above meetings.

**6.2. Commission and Council Meetings**

- Assist City in making up to two (2) presentation to City commissions and Council.
- Prepare draft presentation material (PowerPoint) for City's use in these presentation.
- Attend meetings to assist City staff in responding to questions from commissioners and council members. This will be considered extra work, and will be performed when requested by the City, on a time and material basis

**Deliverables:**

- *Meeting agenda (6 meetings)*
- *Meeting minutes (6 meetings)*
- *Draft PowerPoint presentations (2 meetings) – This will be considered extra work, and will be performed when requested by the City, on a time and material basis.*

**7. Contract Documents 7.1. 95% PSE**

- Review previously submitted 90% Plans, Specifications and Estimate (PS&E) package for conformance with current design standards and guidelines.
- Update PS&E package to conform to current design standards and guidelines. The basis of the technical specifications shall be the Caltrans Standard Special Provisions for the 2015 Standard Specifications.
- Update project plans to comply with current C.3 requirements including Bioretention basins.
- Revised Civil plans to be in Civil 3D format.
- Review quantity estimates, update unit prices, and prepare an updated cost estimate.

## 7.2. 100% Submittal

- Prepare the 100% level of PS&E documents for the project that will be considered ready for bid advertisement.
- Update and incorporate comments received on the 90% submittal into the 100% PS&E documents.
- Revise cross sections of the improvements at 50-foot intervals on tangents, at 25-foot interval for curves and at locations of vertical and horizontal alignment changes, in Civil 3D format. The cross sections shall be to scale and presented on grid sheets to match bid plans. The cross-sections will not be part of the contract documents, but are rather intended to be provided to the contractor as supplemental information.
- Contract Bid Documents - Prepare and submit Contract Bid Documents to the City for final review and comment.
- Incorporate one (1) round of reviews and prepare a bid package. Comments are anticipated to be minor. City will be responsible for reproduction of the bid documents.
- Combine technical specifications with City-provided boiler plate specifications for final production.

### **Deliverables:**

- **95% Plans, Specifications, Estimate – 6 hard copies (11"x17")**
- **100% Plans, Specifications, Estimate – 6 hard copies (11"x17")**
- **Design Cross Sections – 1 copy (11"x17")**
- **Bid Set – PDF copy**

## 8. Permitting Support

- Tree Inventory and Report - conduct an inventory and assessment of all Significant Trees pursuant to the City of Morgan Hill Tree Ordinance (Chapter 12.32 of the Municipal Code – Restrictions on Removal of Significant Trees) within and adjacent to the Project Area.
- Wetland Delineation - conduct protocol level jurisdictional wetlands delineation. Prepare a Section 404 jurisdictional wetlands delineation report in the format required by the local District of the Corps of Engineers along with a report and map of potential jurisdictional areas.
- Rare Plant Surveys and Report – conduct a protocol-level rare plant survey. This survey would be timed to coincide with the peak-blooming period of rare plant species known from the project vicinity.
- Section 404 Nationwide Permit Application – Prepare and submit a pre-construction notification (PCN) to the Corps for consideration under the Nationwide Permit program. Attend site visits with the Corps and respond to questions from the Corps about the PCN and the project.
- Section 401 Water Quality Certification – Prepare and submit a Section 401 Water Quality Certification to the Regional Water Quality Control Board (RWQCB).
- Section 1602 Streambed Alteration Agreement - prepare and submit a Section 1602 Lake and Streambed Alteration Agreement (LSAA) for the project. The LSAA covers maintenance activities with the potential to alter a stream- or lake-bed or –bank, in addition to potential wildlife habitat on their margins.

- Section 7 Biological Assessment and Coordination - prepare the Section 7 Biological Assessment report and coordinate with USFWS upon consultation initiation by the Corps.
- Provide consultation services in verifying that the mitigation measures identified in the environmental documents (to be provided by the City) are properly incorporated in the design document.
- NOTE: Portions of the work detailed above may be able to be eliminated if covered in the Project EIR currently being prepared for the City.

***Deliverables:***

- ***Significant Tree Assessment Report***
- ***Wetland Delineation Report***
- ***Rare Plant Survey Report***
- ***Section 404 Permit Package***
- ***Section 401 form***
- ***Section 1602 Permit Package***
- ***Section 7 Biological Assessment***

**9. Bidding Support- OPTIONAL- May be included in subsequent contract amendment at time of construction.**

- Provide minor clarification of PS&E documents
- Provide information in response to bidders' questions regarding the bid documents
- Attend Pre-Bid Meeting
- Prepare addenda to the bid documents
- Attend Bid Opening and assist in preparation of a bid summary

Since this work cannot be estimated, Consultant has provided a budget estimate based on typical levels of effort. This task shall be done on a time and material (T&M) basis. Consultant will notify City prior to full expenditure of budget. Efforts beyond budgeted amounts will require additional budget authorization.

***Deliverables:***

- ***Responses to bidders' questions***
- ***Addenda to contract documents***

**10. Construction Support- OPTIONAL- May be included in subsequent contract amendment at the time of construction.**

**10.1. Design Support During Construction**

- Attend a pre-construction meeting
- Provide ongoing consultation and interpretation of contract documents
- Respond to Requests for Information (RFI) made by the Contractor as coordinated through the Resident Engineer
- Perform periodic field visits at the request of the Resident Engineer
- Provide design support to address unforeseen conflicts encountered in the field

- Review change orders and make recommendations for approval
- Review submittals and shop drawings and recommend revisions or acceptance

***Deliverables:***

- ***Responses to submittals and RFIs***

Since this work cannot be estimated, Consultant has provided a budget estimate based on typical levels of effort. This task shall be done on a time and material (T&M) basis. Consultant will notify City prior to full expenditure of budget. Efforts beyond budgeted amounts will require additional budget authorization.

**10.2. Record Drawings**

- Review for completeness and accuracy marked-up drawings provided by the Resident Engineer.
- Provide “as-built” record drawings on Mylar using the marked-up Contractor drawings.
- Consultant has provided a budget for this task as an estimate only. Actual level of effort will be determined when red-lined plans are provided to the Consultant by City’s construction manager.

***Deliverables:***

- ***One (1) set of Mylar as-built drawings***

**11. Optional Tasks – NOT INCLUDED IN THIS CONTRACT SCOPE AND FEE**

**11.1. Field Percolation Testing**

- Perform field percolation tests in the two proposed detention pond areas:
  - Perform a site reconnaissance to mark locations of our exploration. City will secure right-of-entry to the testing sites.
  - Drill and prepare six percolation test holes (three at each detention pond sites) to a depth of about 5 feet below ground surface.
  - Perform percolation tests in the test holes to measure percolation rates.
  - Perform engineering analysis of the collected data.
  - Include the measured percolation rates in the 100% geotechnical investigation report discussed above.

**11.2. Right of Way Acquisition Support**

- Prepare individual acquisition exhibits on aerial photo background for use by City’s right of way acquisition team for discussion with home owners.
- Install “show-me” stakes for proposed acquisition areas to assist City’s right of way acquisition team when negotiating with property owners. All show-me stakes will be provided within a single 5-day period. Show-me stakes outside of this window can be provided as extra work.

**Exhibit B**  
**City of Morgan Hill**  
**Hale Avenue Extension Project**  
**MARK THOMAS & COMPANY, INC.**

1/5/2017

	MTCO														Subconsultants					TOTAL COST			
	Principal	Senior Project Manager	Senior PM (Structural)	Senior Survey Manager	Senior Project Engineer	Senior Technical Engineer	Senior Technical Engineer (Structural)	Design Engineer	Project Surveyor	Senior Survey Technician	Graphic Designer	Project Coordinator	2 Person Field Party and Vehicle	Total Hours	Labor Cost	Expenses	Total	Pacific Geotechnical Engineering	Phoenix Design Group		Y&C Transportation Consultants, Inc.	WRA Environmental Consultants, Inc.	Sub Mark Up 5%
	\$357	\$225	\$225	\$210	\$158	\$158	\$158	\$117	\$158	\$123	\$78	\$116	\$297										
<b>100 Task 1: Project Management</b>																							
1 Project Management	8	80										16		104	\$22,712		\$22,712						-
Subtotal Phase 100	8	80	0	0	0	0	0	0	0	0	0	16	0	104	\$22,712	\$0	\$22,712	\$0	\$0	\$0	\$0	\$0	\$0
<b>200 Task 2: Surveying</b>																							
1 2.1 Plats and Legal Descriptions				50					85	250				385	\$54,680		\$54,680						-
2 2.2 Supplemental Field Surveys				4					8	24			24	60	\$12,184		\$12,184						-
Subtotal Phase 200	0	0	0	54	0	0	0	0	93	274	0	0	24	445	\$66,864	\$0	\$66,864	\$0	\$0	\$0	\$0	\$0	\$0
<b>250 Task 3: Geotechnical Report</b>																							
1 Geotechnical Report		2			8									10	\$1,714		\$1,714	14,875					744
Subtotal Phase 250	0	2	0	0	8	0	0	0	0	0	0	0	0	10	\$1,714	\$0	\$1,714	\$14,875	\$0	\$0	\$0	\$0	\$744
<b>251 Task 4: Potholing</b>																							
1 Potholing					4			8						12	\$1,568	\$12,000	\$13,568						-
Subtotal Phase 251	0	0	0	0	4	0	0	8	0	0	0	0	0	12	\$1,568	\$12,000	\$13,568	\$0	\$0	\$0	\$0	\$0	\$0
<b>252 Task 5: Utility Coordination</b>																							
1 Utility Coordination		16			40			60						116	\$16,940		\$16,940						-
Subtotal Phase 252	0	16	0	0	40	0	0	60	0	0	0	0	0	116	\$16,940	\$0	\$16,940	\$0	\$0	\$0	\$0	\$0	\$0
<b>440 Task 6: Meetings</b>																							
1 6.1. Project Coordination Meetings		16	3		16									35	\$6,803		\$6,803						-
Subtotal Phase 440	0	16	3	0	16	0	0	0	0	0	0	0	0	35	\$6,803	\$0	\$6,803	\$0	\$0	\$0	\$0	\$0	\$0
<b>540 Task 7: Contract Documents</b>																							
1 7.1. 95% PS&E Submittal		12	11		80	120	28	120		48				419	\$61,143		\$61,143						-
2 7.2. 100% Submittal		12	6		60	120	8	120		24				350	\$50,746		\$50,746		28,020	18,000		2,301	
Subtotal Phase 540	0	24	17	0	140	240	36	240	0	72	0	0	0	769	\$111,889	\$0	\$111,889	\$0	\$28,020	\$18,000	\$0	\$2,301	
<b>550 Task 8: Permitting Support</b>																							
1 Permitting Support		12			24									36	\$6,492		\$6,492					\$7,900	2,895
Subtotal Phase 550	0	12	0	0	24	0	0	0	0	0	0	0	0	36	\$6,492	\$0	\$6,492	\$0	\$0	\$0	\$57,900	\$2,895	
<b>SUBTOTAL PS&amp;E PHASE HOURS</b>	<b>8</b>	<b>150</b>	<b>20</b>	<b>54</b>	<b>232</b>	<b>240</b>	<b>36</b>	<b>308</b>	<b>93</b>	<b>346</b>	<b>0</b>	<b>16</b>	<b>24</b>	<b>1527</b>									<b>1,527</b>
<b>SUBTOTAL PS&amp;E PHASE COST</b>	<b>\$2,856</b>	<b>\$33,750</b>	<b>\$4,500</b>	<b>\$11,340</b>	<b>\$36,656</b>	<b>\$37,920</b>	<b>\$5,688</b>	<b>\$36,036</b>	<b>\$14,694</b>	<b>\$42,558</b>	<b>\$0</b>	<b>\$1,856</b>	<b>\$7,128</b>		<b>\$234,982</b>	<b>\$12,000</b>	<b>\$246,982</b>	<b>\$14,875</b>	<b>\$28,020</b>	<b>\$18,000</b>	<b>\$57,900</b>	<b>\$5,940</b>	<b>\$371,717</b>
<b>OPTIONAL TASKS</b>																							
1 CAD conversion		4			8	16								36	\$5,316		\$5,316						-
2 Specification conversion					40	40									\$12,640		\$12,640						-
3 Contingency															\$0		\$0						-



**EXHIBIT B**  
**SCHEDULE OF COMPENSATION RATES**

**MARK THOMAS THOMAS COMPANY, INC.**  
**CHARGE RATE SCHEDULE (K-1)**  
**Expires June 30, 2017\***

**HOURLY CHARGE RATES**

**Engineering Services**

Sr. Principal	\$388
Principal	\$357
Sr. Engineering Manager	\$313
Engineering Manager	\$267
Practice Area Leader	\$267
Sr. Project Manager	\$225
Sr. Technical Lead	\$225
Project Manager	\$186
Technical Lead	\$178
Sr. Project Engineer	\$158
Sr. Technical Engineer	\$158
Project Engineer	\$135
Design Engineer II	\$117
Design Engineer I	\$97
Sr. Technician	\$113
Technician	\$81
Intern	\$56

**Survey Services**

Sr. Survey Manager	\$210
Survey Manager	\$200
Sr. Project Surveyor	\$184
Project Surveyor	\$158
Sr. Surveyor	\$144
Surveyor	\$119
Lead Survey Technician	\$148
Sr. Survey Technician	\$123
Survey Technician	\$87
Survey Intern	\$70
Single Chief	\$128
Single Chainman	\$112
Apprentice	\$76
1 Person Field Crew	\$170
2 Person Field Crew	\$297
3 Person Field Crew	\$382

**Urban Planning/Landscape Architecture Services**

Sr. LAUD Division Manager	\$236
LAUD Division Manager	\$200
Sr. LAUD Project Manager	\$174
LAUD Project Manager	\$158
Sr. Project Landscape Architect	\$119
Project Landscape Architect	\$104
Landscape Designer	\$81
Intern	\$56

**EXHIBIT B**  
**MARK THOMAS THOMAS COMPANY, INC.**  
**CHARGE RATE SCHEDULE (K-1)**  
**Expires June 30, 2017\***

**HOURLY CHARGE RATES**

**Special Services**

Sr. Inspector	\$116
Inspector	\$82
Expert Witness	\$390
Strategic Consulting	\$390

**Project Support/Coordination Services**

Sr. Project Accountant	\$121
Project Accountant	\$98
Sr. Project Coordinator	\$116
Project Coordinator	\$93
Sr. Project Assistant	\$87
Project Assistant	\$62
Sr. Technical Writer	\$102
Technical Writer	\$64
Sr. Graphic Designer	\$109
Graphic Designer	\$78

**OTHER DIRECT COSTS**

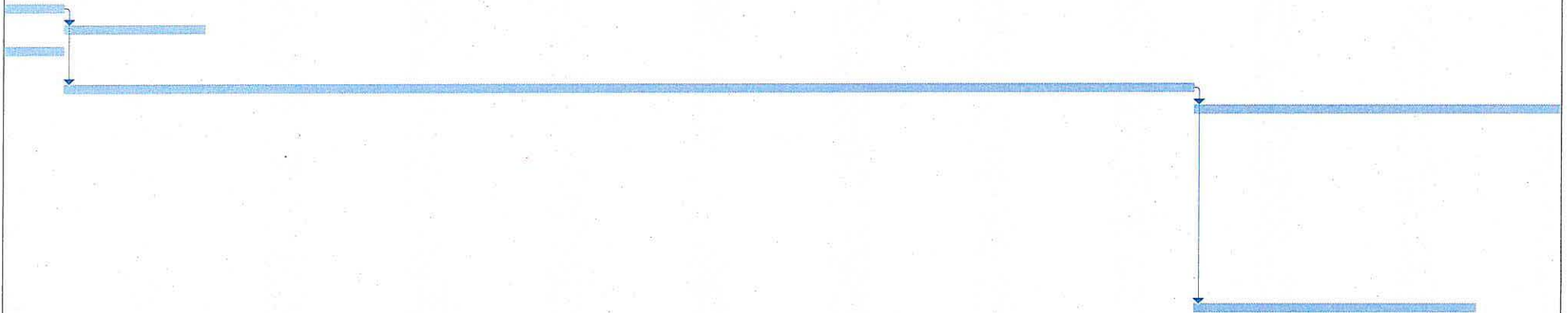
Reimbursables including, but not limited to:	
Reproductions, Filing Fees and Field Expenses	Cost Plus 5%
Mileage	Per IRS Rate
Outside Consultant Fees	Cost Plus 5%

**EXHIBIT C**  
**SCHEDULE OF PERFORMANCE**



Exhibit C- Hale Avenue Extension

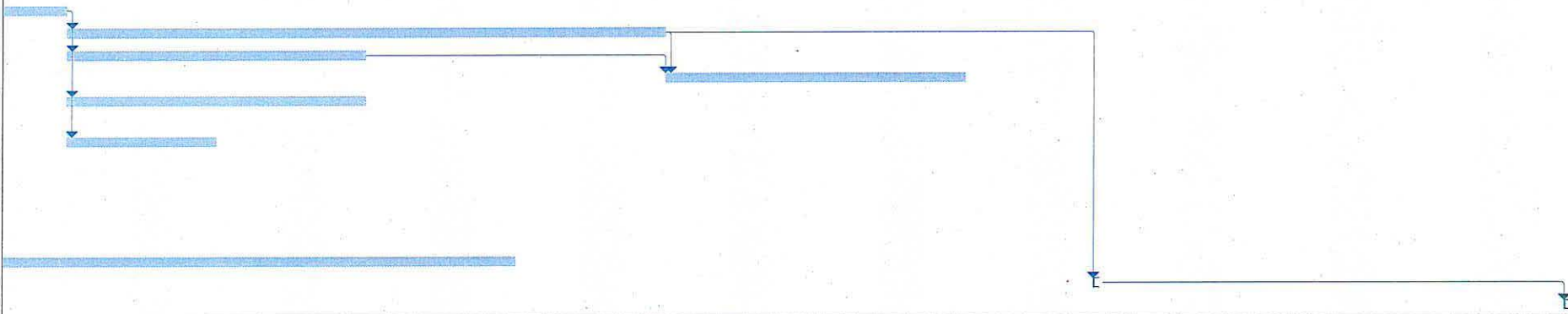
Feb 19, '17    Feb 26, '17    Mar 5, '17    Mar 12, '17    Mar 19, '17    Mar 26, '17    Apr 2, '17    Apr 9, '17    Apr 16, '17    Apr 23, '17    Apr 30, '17  
 S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S



Project: Exhibit C -Hale Avenue Date: Thu 1/5/17	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Exhibit C- Hale Avenue Extension

May 7, '17    May 14, '17    May 21, '17    May 28, '17    Jun 4, '17    Jun 11, '17    Jun 18, '17    Jun 25, '17    Jul 2, '17    Jul 9, '17    Jul 16, '17  
 S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S    S M T W T F S



Project: Exhibit C -Hale Avenue Date: Thu 1/5/17	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			