

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
NUVIS LANDSCAPE ARCHITECTURE, INC.  
FOR  
CENTRAL PARK NEW ENTRANCE, ACCESS, AND PARKING IMPROVEMENTS  
PROJECT**

**PREAMBLE**

This agreement (“Amendment No. 1”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and NUVIS Landscape Architecture, Inc., a California corporation, (Consultant). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. The Parties previously entered into an agreement entitled “Agreement for Design Professional Services Between the City of Santa Clara, California, and NUVIS Landscape Architecture, Inc. for the Central Park New Entrance, Access, and Parking Improvements Project,” dated August 23, 2021 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Consultant to provide landscape and engineering design services for the first phase of the Central Park New Entrance, Access, and Parking Improvements Project (Project), as fully described in the Agreement; and the Parties now wish to amend the Agreement to provide landscape and engineering design services for the second phase of the project, which includes preparing bid documents (plans, specifications, and engineer’s estimate - PS&E) for public works bidding based on selected schematic design plan, assisting with obtaining Building and Fire permits , and providing engineering support services during bid and award, construction, and post-construction phases of the Project.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 6 of the Agreement, entitled “Compensation and Payment” is amended to read as follows:

In consideration for Consultant’s complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by

Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement four hundred four thousand dollars (\$404,000) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

2. Exhibit A, entitled "Scope of Services," of the Agreement is amended to read as shown in Revised Exhibit A, attached herein.
3. Exhibit B, entitled "Schedule of Fees," of the Agreement is amended to read as shown in Revised Exhibit B, attached herein.
4. Exhibit C, entitled, "Insurance Requirements," of the Agreement is amended to read as shown in Revised Exhibit C, attached herein.
5. Exhibit E, entitled "Milestone Schedule," of the Agreement is amended to read as shown in Revised Exhibit E, attached herein.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
Rajeev Batra  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**NUVIS LANDSCAPE ARCHITECTURE, INC.**  
a California Corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Perry A. Cardoza

Title: President

Principal Place of Business Address: 20250 SW Acacia Street, Suite 260  
Newport Beach, California 92660

Email Address: pcardoza@nuvis.net

Telephone: (714) 754-7311

Fax: (714) 754-7346

“CONSULTANT”

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
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**REVISED EXHIBIT A  
SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

**I. GENERAL**

This Scope of Services is anticipated as necessary to meet City's objectives as described under Section II, BACKGROUND AND PROJECT, and Section III, DESCRIPTION OF SERVICES of this document. Consultant and City agree that this Scope of Services incorporates Consultant's professional qualifications and experience and will meet the City's objectives.

Consultant will be expected to provide complete, professional, high-quality Services and products; to consult City personnel, and others who are involved with the project; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

**II. BACKGROUND AND PROJECT**

The City of Santa Clara's Central Park was constructed in the 1960's and has been maintained over the years. As the City continues to grow in population and provides essential park and recreation services to the local community, the City Council adopted a goal to enhance community sports and recreational assets. One of the capital improvement projects identified in Year 1-5 of the Central Park Master Plan is the Central Park New Entrance, Access, and Parking Improvements (PROJECT). The PROJECT consists of installation of a new, safe and accessible entrance to Central Park near the Magical Bridge Playground (currently in design stage) and the Veteran's Memorial at the corner of Kaiser Dr. and Kiely Blvd. The PROJECT includes new traffic signal, approximately 39 new parking spaces, accessible path for users, connections to all existing park walkways, and landscaping.

The PROJECT is planned to be completed in two distinct phases. The first phase of the PROJECT includes the following scope of work: site assessment; ADA evaluation; community outreach; obtain a recommendation for approval from the Parks & Recreation Commission and City Council. The first phase is planned to be completed with City

Council approval scheduled in September 2022. The second phase scope of work includes develop selected schematic plan into bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding; provide assistance in obtaining Building and Fire permits; and provide engineering support services during bid and award, construction, and post-construction phases.

### **III. DESCRIPTION OF SERVICES**

All design work shall be done in accordance with the Department of Transportation Standard Specifications and Details, City Standard Plans and Specifications, ADA Design Guidelines, latest building and fire codes, and other applicable codes and standards recommended by the Consultant. Below is an outline of required services; however, it is the responsibility of the consultant to independently assess the PROJECT and provide improvement recommendations to meet the goals for this PROJECT.

#### Phase I:

1. Perform site assessment.
2. Evaluate ADA pedestrian pathway.
3. Perform robust community outreach (surveys, meetings, consensus building etc.), to develop Site Schematic Plan.
4. Obtain a recommendation for approval from the PRC and subsequent approval from CC.

#### Phase II:

1. Develop selected schematic plan into bid documents (PS&E) for public works bidding.
2. Provide assistance in obtaining all required permits. Expected required permits are: Building and Fire permits.
3. Provide engineering support services during bid and award, construction, and post-construction phases.
4. The existing Veteran's Memorial shall stay as is; however, the new areas shall consider the existing Veteran's Memorial and provide connections to it for the community to visit.
5. New traffic signal system designed by a registered traffic engineer. The new traffic signal system will require restriping and repaving of the intersection.
6. Improvements shall conform to the Magical Bridge Playground that is currently in the design phase, including an ADA drop off and pick up zone.
7. New landscaping at the proposed entrance
8. Approximately 19 new parking spaces, and rehabilitation of 20 existing parking spaces located at the community recreation center.
9. Access connection to all existing park walkways and public sidewalks, particularly the Central Park Magical Bridge All Inclusive Playground and the path of travel from the VTA bus stop. The design shall ensure that it meets ADA regulations and widths

- at this area are sufficient for safety of mobility impaired persons to get into the park, veterans monument area and playground.
10. Installation of new irrigation system for the new landscaping from existing water meter. Existing water meter may need to be upgraded to meet new standards from the City's Water and Sewer Department.
  11. Modifications to existing lighting or installation of new lighting for security and safety.
  12. New accessible curb ramps at the intersection of Kaiser Dr. and Kiely Blvd. and within the new entrance.
  13. Upgrade existing path of travel located at the intersection to meet ADA codes. Street pavement may need to be rehabilitated to conform to new grades of the ADA path of travel.
  14. Conform to C.3 requirements, as applicable.
  15. Provide the required arborist services to assess existing trees that will be impacted by the PROJECT.
  16. Perform required traffic counts to determine signal phasing.
  17. Perform pot-holing to positively locate potential underground utility conflicts with the PROJECT.
  18. Perform field exploration services to obtain soil samples to develop geotechnical recommendations for site improvements and to profile soils for offsite disposal.
  19. Design recycled water lateral to bring recycled water to the Magical Bridge Project and the area adjacent to the new entrance.
  20. Using the final drawings of the Central Park Magical Bridge All-Inclusive Playground Project, format the irrigation plan to meet SBWR's requirements. The formatted drawings will be color coded highlighting both potable and reclaimed water lines. Drawings will be reviewed and approved by the City's Water and Sewer Department, SBWR, and the State Department of Drinking Water. All irrigation plan check comments related to the irrigation design by the Magical Bridge Landscape Architects will be reviewed and corrected by the Magical Bridge Landscape Architect of record. NUVIS will not make revisions to the plans prepared by others.
  21. Design six (6) electrical vehicle charging stations with one (1) for ADA. Perform a detailed site investigation to determine electric tie in location.
  22. Design a stub out at EV for future solar connection.

Consultant shall provide the Services described herein through a project team, comprised of Consultant and sub-consultants identified as follows:

1. Consultant: NUVIS LANDSCAPE ARCHITECTURE, INC.
2. Sub-consultants to NUVIS LANDSCAPE ARCHITECTURE, INC.:
  - A. Ruggeri Jensen Azar – Surveying, Civil Engineering, and Traffic Engineering
  - B. ENGEO – Geotechnical Engineering
  - C. CD Design Group – Electrical Engineering
  - D. Hortscience/Bartlett Consulting – Arborist
  - E. Activewayz Engineering – Independent Review

F. Land Design Group – Landscape Review

Any changes to the project team through the course of the Services shall be approved in writing by City.

**IV. RESPONSIBILITIES OF CITY**

CITY will provide the following information and support for the project as-available and applicable:

- A. Record drawings (as-available)
- B. CITY’s Standard Details, Specifications, Benchmark, and Design Criteria.
- C. Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- D. Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles
- E. Payment of permit application fees with other internal departments, if required.
- F. Filing exemption under the California Environmental Quality Act, if applicable.

Besides the above, the City will work closely with the consultant to provide any other data or records, as available and necessary for the work involved.

**V. BASIC SCOPE OF SERVICES**

**PROJECT MANAGEMENT**

CONSULTANT shall:

- 1.1** Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.
- 1.2** Any field work that involves subsurface excavation and/or coring, consultant is required to submit plan of work to the City for review and approval prior to proceeding.
- 1.3** Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:
  - 1.3.1** Kick-off Meeting
  - 1.3.2** Preliminary/Evaluation Meeting
  - 1.3.3** Community meeting
  - 1.3.4** Parks and Recreation Commission Meeting
  - 1.3.5** City Council Meeting

- 1.3.6** 65% Design Review Meeting
  - 1.3.7** 95% Design Review Meeting
  - 1.3.8** 100% Design Review Meeting
  - 1.3.9** Final Bid Document Design Review Meeting
  - 1.3.10** Punch List/Project Acceptance Meeting
- 
- 1.4** Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
  - 1.5** Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.
  - 1.6** Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY apprised on the PROJECT's progress and address any issues that may arise during the course of Services.
  - 1.7** Provide monthly progress reports.
  - 1.8** Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.
  - 1.9** Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.



- 1.10** Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.
- 1.11** Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.
- 1.12** Payment for all responsibilities related to Project Management shall be included in the various tasks identified in Exhibit B, Schedule of Fees.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).

**Phase I**

**Task 1.0: Preliminary Engineering/Evaluation**

- 1.1 Attend Project Kick-Off Meeting.
- 1.2 Perform all necessary assessment and investigations to determine the existing conditions and propose recommendations to City for the improvements. Contact all regulatory agencies that will affect the proposed works to determine applicable codes and ordinances.
- 1.3 Provide draft community and stakeholder engagement strategies.
- 1.4 Meet with City staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, structural, and electrical design.
- 1.5 Perform geotechnical investigation and provide report.

CONSULTANT shall anticipate testing of existing soil that will be excavated to facilitate

the installation of new infrastructures. Based on the soil test results, CONSULTANT shall identify the appropriate disposal facility for soil off haul.

Optional Task 1A, Soil Management Plan - In the event that impacted soils are reported onsite, CONSULTANT shall prepare a Soil Management Plan to guide contractors on safe handling and disposal requirements. Prior to performing work, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

Optional Task 1B, Impact Soil Delineation - In the event that impacted soils are discovered during soil sampling, the City may choose to perform additional soil sampling to limit the extent of Class I or Class II soils for disposal. This scope is projected as results from one sampling event may indicate additional step out sampling is required. For that purpose, the work will start from one step-out sampling event with 4 samples, to a maximum of 24 step out samples. Prior to performing work, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

Optional Task 1C, Concrete/Asphalt Coring - In the event that proposed geotechnical and/or environmental sample locations are paved over, and no nearby unpaved locations exist where we may obtain soil samples, CONSULTANT shall retain a coring subcontractor to remove pavement in proposed boring locations. If multiple sample rounds are required as noted in Optional Task 1B, this may be required for each iteration of sampling. Prior to performing work, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

- 1.6 Work with City staff and community to develop schematic plan(s).
- 1.7 Perform needed topographic survey for existing site, plans layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the schematic plans.
- 1.8 Provide preliminary project estimate that includes an itemized list of bid items. The project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. CONSULTANT shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The CONSULTANT shall provide the assumptions and supporting documents used to prepare the estimate. The project estimate shall consider the following factors:
  1. Recent similar Projects bided in the Bay Area, especially in the South Bay.
  2. Current economic trend.
  3. When the Project will be bided.
  4. When construction will occur.
  5. The risks that contractors need to consider for the Project.

- 1.9 Develop project schedule. Schedule shall include all needed times to complete all tasks, including City's review times, permitting process, and construction period.
- 1.10 Meet with City staff to review City comments on schematic design, and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 1.11 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 1.12 CONSULTANT shall prepare an Arborist Tree Inventory and Report. The report will be prepared for approximately 40 trees potentially impacted by the current project improvements. Scope of services will include identification of species and trunk diameter; identification tagging; visually evaluate health and structural condition; identify protect trees per City of Santa Clara's tree preservation ordinance; rate tree suitability for preservation; evaluate impacts of proposed improvements on trees; prepare a Tree Assessment Map; and prepare Tree Preservation Guidelines.
- 1.13 Conduct Traffic Volume Data Collection. Traffic counts will be conducted at the following intersection:
  1. Kiely Blvd/Kaiser Drive
  2. Kiely Blvd/Current Park Driveway Entrance.

The counts will be performed between 7:00 – 9:00 AM and 4:00 – 6:00 PM and will include cars (lights), trucks/buses (heavies), pedestrians, and bicyclists. The counts will be collected during two weekdays (Tuesday & Wednesday or Wednesday & Thursday). Additionally, weekend counts will also be collected on Saturday or Sunday (whichever day is desired by the City), from 10 AM to 6 PM. From these counts, the peak one-hour AM and PM peak hour volumes will be identified. The peak hour volumes will then be used to determine signal phasing (i.e. protected left turn phasing, split vs. permissive, etc.), as well as turn lane storage.

- 1.14 CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft of the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

All data collected from the field shall be provided to the City for records. Prior to performing data collection, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

Task 1 Deliverables – Electronic and hard copy format:

1. Geotechnical Soil report – One (1) PDF
2. Arborist Tree Inventory and Report
3. Traffic Volume Data Collection
4. Aerial and Topographic Ground Survey
5. Notice of Intent form(s)
6. Draft schematic plans: One (1) PDF and one (1) AutoCAD file.
7. Project schedule – One (1) PDF and one (1) Microsoft Project file.
8. Preliminary budget estimate – One (1) PDF and one (1) Microsoft Excel file.
9. Miscellaneous project information (as requested).
10. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

**Task 2.0: Community Outreach**

Consultant shall work closely with City staff to develop meeting strategy and format to engage the community.

- 2.1 Develop presentation materials, exhibits, design alternatives, and questionnaires for public workshops/meetings.
- 2.2 Plan, coordinate, schedule, attend workshops/meetings, and produce meeting minutes. Plan for two (2) workshops/meetings.
- 2.3 Based on community's input, refine and develop final schematic plans.
- 2.4 Produce meeting minutes with action items.

Task 2 Deliverables – Electronic and hard copy format:

1. Exhibits, alternative, & questionnaires – PDFs and hard copies as needed.
2. Schematic plans: One (1) PDF and one (1) AutoCAD file
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

**Task 3.0: PRC & CC Meetings**

Consultant shall assist City staff to present the Project to Parks & Recreation Commission and City Council.

- 3.1 Prepare PowerPoint presentation using City template, including plans and alternatives, for Parks & Recreation Commission meetings. Plan for One (1) PRC meeting.
- 3.2 Prepare PowerPoint presentation, including plans and alternatives, for City Council Meetings. Plan for one (1) meeting.
- 3.3 Produce meeting minutes with action items.

- 3.4 Provide CEQA determination and assist in filing paperwork. CONSULTANT will confer with City planning to receive CEQA exemption determination.

Task 3 Deliverables – Electronic and hard copy format:

1. Presentation materials, exhibits, & alternative – PDFs and MS PowerPoint file.
2. Revised final schematic plans: One (1) PDF and one (1) AutoCAD file.
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file

## **Phase II**

### **Task 4.0: 65% Construction Documents**

Based on the approved schematic plans, approved project scope within budget, and any adjustments authorized or directed by the City, the Consultant shall develop and refine the design, and prepare construction documents.

Plans shall be drawn to scale, on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum, conforming to City's Design Criteria. Plans are to be drawn by AutoCAD 2021 or earlier versions, using City-provided standard AutoCAD template with background layout from Consultant's topographic survey.

- 4.1 Prepare 65% construction documents and supporting information for the City's review, including, but not limited to:
  - 4.1.1 Consultants shall follow City's Design Criteria and plan format to prepare 65% Plans and supporting information for the City's review, including but not limited to the followings:
    - A. Plans with details of major design components as necessary such as:
      1. Site drawing
      2. Landscape drawings
      3. Traffic drawings
      4. Park Amenity drawings
      5. Electrical drawings
      6. Civil drawings
      7. Structural drawings
    - B. 65% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information as relating to proposed improvements such as, but not be limited to, layouts, fence, gate, pedestrian pathway, property lines, site entrance/exist driveway, adjacent streets shall be shown.

- 4.2 Prepare an updated engineering cost estimate. If 65% engineering cost estimate prepared at this point exceeds the preliminary construction budget approved at the end of the preliminary engineering/evaluation phase, the Consultant shall explain and justify the increase and shall submit a list of proposed modifications to bring the cost within budget.
- 4.3 Prepare an updated project schedule.
- 4.4 Meet with City staff as needed to review City comments on 35% submittal and gain concurrence as to how the documents will be revised, as appropriate, to incorporate City comments.
- 4.5 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 4.6 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 4.7 CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.
- 4.8 CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 65% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments.
- 4.9 CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft of the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.
- 4.10 CONSULTANT shall perform subsurface investigation by pot-holing to positively locate potential underground utility conflicts with the new signal equipment, primarily the signal pole foundations. Pole foundation depth may vary between 6' and 13'. A total of 12 holes are budgeted for the signal pole & conduit improvements. The pot-holing scope includes 8 holes at 13' depth and 4 at 6' depth. The potholes will be at least 6" in diameter. Pot-holing for onsite for potential conflicts assumes 4 additional pot-holes at 6'

depth. It is assumed that this work will be done over the span of three (3) days.

All pothole information obtained from the field shall be provided to the City for records and included in the contract documents. Prior to performing pot-holing, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

**Task 4 Deliverables – Electronic and hard copy format:**

1. 65% Plans – One (1) PDF and one (1) AutoCAD file.
2. 65% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
3. Updated project schedule – One (1) PDF and one (1) Microsoft Project file.
4. Quality control checklist for 65% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
5. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
6. Miscellaneous Project information (as requested).
7. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
8. Traffic counts data
9. Pot-holing data

**Task 5.0: 95% Construction Documents**

Based on City's comments and direction on the 65% PS&E, Consultant shall revise the 65% PS&E to produce the 95% PS&E. Consultant shall:

- 5.1 Prepare 95% construction documents and supporting information for the City's review and approval.
  - 5.1.1 Construction details of proposed improvements shall be included in the 95% Plans.
  - 5.1.2 Provide technical specifications.
  - 5.1.3 Provide Structural plans and calculations for Light post footings
  - 5.1.3 Provide modified sections to City standard specifications to suit Project. Modified sections include, but not be limited to, general information, summary of work, measurement and payment for bid items, permitting and agency regulatory requirements, etc.
  - 5.1.4 Provide required information to the City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for City's frontend specifications are, but not be limited to, the followings:
    1. Description of work
    2. Type of Contractor's License required
    3. Construction Schedule
    4. Bid Schedule

5. Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for similar work and contract values)
  6. Identification of any changes to the City's standard specifications that are required.
- 5.2 Prepare an updated engineering cost estimate. If the cost is higher than allocated construction budget, Consultant need to create Add Alternate items so that the project cost estimate is within available project budget.
  - 5.3 Prepare an updated project schedule.
  - 5.4 Meet with City staff, as needed, to review City comments on 65% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
  - 5.5 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
  - 5.6 Provide written response matrix to City's comments on 65% PS&E.
  - 5.7 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

Task 5 Deliverables – Electronic and hard copy format:

1. 95% Plans – One (1) PDF and one (1) AutoCAD file.
2. 95% Specifications – One (1) PDF and one (1) Microsoft Word file.
3. 95% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
4. Updated project schedule – One (1) PDF and one (1) Microsoft Project file.
5. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
6. Quality control checklist for 95% design submittal.
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.

**Task 6.0: 100% Construction Documents**

Based on City's comments and direction on the 95% PS&E, Consultant shall revise the 95% PS&E to produce the 100% PS&E. Consultant shall:

- 6.1 Prepare 100% construction documents and supporting documents.
  - 6.1.1 Phase percentage statement such as "100% Plans. Not for Construction" shall be removed from the 100% Plans and each sheet of the plans set shall be stamped and signed by the Consultant's Engineer of appropriate discipline.
  - 6.1.2 Specifications shall be stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.



- 6.2 Incorporate permit issuers' comments into P&S and coordinate with permitting departments and agencies to obtain acceptance of permit application package.
- 6.3 Prepare an updated Engineering Cost Estimate with backups and justifications for unit pricing.
- 6.4 Prepare an updated Project Schedule.
- 6.5 Provide Documents for City's PS&E approval process. Required documents are, but not be limited to, engineer's estimate using the schedule of quantities format, recent similar project bid summaries to validate engineer's estimate, consultant Peer Review Certification, consultant Lessons Learned from other similar projects that were applied to this Project.
- 6.6 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal.
  - 6.6.1 A statement (see statement in Sub-Section 5.6.2 below) to indicate Peer Review has been performed and signature of the Engineer who performed it shall be added to the Plans Cover Sheet.

Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer.  
"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional landscape architect with expertise and experience in the appropriate fields of landscaping equal to or greater than the Architect of Record, and that appropriate corrections have been made."
- 6.7 Prepare and submit Special Inspection Form for the Project.
- 6.8 Meet with City staffs as needed to review City comments on 100% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 6.10 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 6.11 Provide written response matrix to City's comments on 95% PS&E.
- 6.12 Provide list of potential bidders including company name, email address, contact number, and address of business.
- 6.13 The project will be submitted to the Building Division and Fire Department for review and approval for all onsite improvements. The City project manager will take the lead for submittal to the Building Division and Fire Department; however, Consultant will need to

provide all necessary supporting documents, which may include but are not limited to Special Inspection Form, Structural Calculations, other any other documents that are required to obtain Building Permit and Fire Permit.

Task 6 Deliverables – Electronic and hard copy format:

1. 100% Plans – One (1) PDF and one (1) AutoCAD file.
2. 100% Specifications – one (1) PDF and one (1) Microsoft Word file.
3. Structural Calculations – One (1) PDF.
4. Consultant Lessons Learned – One (1) PDF.
5. Certification of Peer Review – One (1) PDF.
6. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
7. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
8. All Permit application packages with all necessary supporting documentations.
9. Special Inspection Form – One (1) PDF.
10. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
11. Quality control checklist for 100% design submittal.
12. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file

### **Task 7.0: Bid Documents**

Based on City's comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. Consultant shall:

- 7.1 Incorporate City review comments of 100% PS&E into Bid Documents.
- 7.2 Incorporate permit issuers' comments into P&S and coordinate with permitting departments and agencies to obtain acceptance of permit application package.
- 7.3 Prepare Bid Documents (P&S).
  - 7.3.1 Bid Plans shall be wet stamped and signed by the Consultant's Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-size sheets.
  - 7.3.2 Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 7.4 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 7 Deliverables – Electronic and hard copy format:

1. Bid Plans – One (1) PDF of wet-signed/stamped, D-size and one (1) AutoCAD file.
2. Bid Specifications – One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
3. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
4. Quality control checklist for bit set submittal.

5. Final Building and Fire permits responses.
6. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.

### **Task 8.0: Bid and Award Phase**

Consultant shall provide assistance to the City during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist the City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested.

Consultant shall:

- 8.1 Attend and conduct Pre-Bid Conference/Sites Visit.
- 8.2 Assist the City with responses to bidder's inquiries through the City's Project Manager.
- 8.3 Assist the City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.
- 8.4 Assist the City in evaluating bids (if required by the City).
- 8.5 Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract documents (Plans and Specifications) incorporating any and all addenda (if needed).

Task 8 Deliverables – Electronic and hard copy format:

1. Written response to bidder's inquiries – Signed PDF.
2. Support information for addenda – Signed PDF.
3. Written recommendation letter to award of contract for the Project – Signed PDF.
4. Conformed Set (if needed) – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications.

### **Task 9.0: Construction Phase**

City's construction management staff is lead for the managing the construction phase of the project. Consultant's responsibility to provide basic services for the construction engineering during the construction phase under this agreement is engineering support services and it commences with the "Notice to Proceed" (NTP) of the contract for construction and terminates on the date the City approves the certificate of completion of the Project.

- 9.1 Consultant will assist the City in providing administration of the contract for construction. Duties, responsibilities and limitation of authority of Consultant shall not be restricted, modified, or extended without written agreement of the City.
- 9.2 Consultant shall attend the Pre-construction meeting.

- 9.3 Consultant shall visit the site as required for the benefit of the Project during this phase. During these site visits, Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meeting, and other meetings as required by the City. Consultant's structural, civil, and electrical sub-consultants shall visit the site as required when work related to their discipline is in progress.
- 9.5 Perform certified impact attenuation testing of all protective surface after installation.
- 9.6 Consultant shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit. Assume up to three (3) meetings.
- 9.7 In addition to the construction observation visits, Consultant shall review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. The Consultant will be allowed a maximum of seven (7) calendar days for review of submittals. Consultant's review shall not constitute review of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract document.
- 9.8 Consultant shall respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs that impact the Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact the Project schedule.
- 9.9 The Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by the City, Consultant shall review Change Order (CO) pricing and provide written responses for the City's review and finalizing said COs

Task 9 Deliverables – Electronic and hard copy format:

1. Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions.
2. Signed PDFs of COs' recommendations.
3. Signed PDFs of Field reports by Consultant and sub-consultants.

## **Task 10.0: Post-Construction Phase**

- 10.1 When requested by the City, Consultant shall conduct reviews to assist the City to determine the date or dates of Substantial Completion and the date of Final Completion. Consultant's decisions with City approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.
- 10.2 Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in determining if the Project is ready for the stage of completion requested by the Contractor. Consultant shall provide City with a written recommendation.
- 10.3 Consultant shall perform a walk-through of the Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of the Project site with the City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.
- 10.4 Consultant shall review Contractor-supplied Operation and Maintenance manuals and Warranties to determine their completeness and compliance with Construction Contract and provide written recommendation for acceptance.
- 10.5 Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

### Task 10 Deliverables – Electronic and hard copy format:

1. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.
2. Record Drawings – One (1) PDFs and one (1) AutoCAD files.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES**  
**between the**  
**CITY OF SANTA CLARA, CALIFORNIA,**  
**and**  
**NUVIS LANDSCAPE ARCHITECTURE, INC.**  
**for**  
**CENTRAL PARK NEW ENTRANCE, ACCESS, AND PARKING IMPROVEMENTS**  
**PROJECT**

**REVISED EXHIBIT B**  
**SCHEDULE OF FEES**

**I. GENERAL PAYMENT**

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$366,926. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$37,074. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$404,000, subject to budget appropriations.

Consultant shall bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. Billing shall be proportionate to the Services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

**II. BASIC SERVICES**

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to Services rendered and on a Time-and-Material not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant Services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. The total amount of all the Tasks is a not-to-exceed amount.

The amount for each Task and the total amount of all the Tasks are as listed below:

<u>Description of work and task</u>	<u>Cost for Basic Services</u>
Phase 1 Design	
Task No. 1 – Preliminary Engineering and Evaluation	\$89,687
Task No. 2 – Community Outreach Meetings	\$7,795
Task No. 3 – Parks and Recreation Commission and City Council's Approval	\$16,479
Optional Task 1A – Soil Management Plan	\$4,000
Optional Task 1B – Impacted Soil Delineation	\$8,000
Optional Task 1C – Concrete/Asphalt Coring	\$3,000
Phase 2 Design	
Task No. 4 – 65% Construction Documents	\$90,939
Task No. 5 – 95% Construction Documents	\$46,190
Task No. 6 – 100% Construction Documents	\$37,212
Task No. 7 – Bid Documents	\$6,810
Task No. 8 – Bid and Award Phase	\$15,043
Task No. 9 – Construction Phase	\$22,524
Task No. 10 – Post-Construction Phase	\$19,247
TOTAL COST	\$366,926

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed three hundred sixty-six thousand nine hundred twenty-six (\$366,926).

### **III. REIMBURSABLE EXPENSES**

There are no reimbursable expenses.

### **IV. ADDITIONAL SERVICES**

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$37,074.

### **V. RATE SCHEDULE**

#### **Personnel Charges**

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

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

Rates by classification are listed below and shall be fixed through December 31, 2024. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

After December 31, 2024 rates may be adjusted as described herein. CONSULTANT shall propose any adjusted rates in writing for CITY's consideration and acceptance in writing. Adjusted rates shall be no more than the percentage of difference between the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland-Hayward, CA, area between the effective date of this Agreement and the CPI as may be available and nearest to and in advance of the month in which the adjustment is contemplated and shall be capped at a maximum of 3% for each adjustment. Only one adjustment is allowed per annum.

The pay rates for the project by classification are listed below:

**Primary Consultant – NUVIS LANDSCAPE ARCHITECTURE, INC.:**

**HOURLY RATES:**

Professional services (including portal to portal domestic travel time) performed on an hourly basis will be billed at the following personnel rates.

Corporate Principal	\$200.00/hour
Principal	170.00/hour
Senior Associate	155.00/hour
Associate	140.00/hour
CADD Technician I	130.00/hour
CADD Technician II	120.00/hour
Administrative	85.00/hour

**DIRECT PROJECT EXPENSES:**

Direct Project Expenses (DPE) shall be billed to the CLIENT in addition to fees for professional scope of services at the multiplier of 1.15% of actual cost. They include, but may not be limited to, production 'materials' or expenditures on behalf of the project, including: computer related expenses (ie: plotting and digital transfer items); domestic courier delivery service and postage/ shipping/ overnight delivery; facsimile (outgoing); photography and related supplies; applicable travel expenses (including mileage at the current IRS rate); in-house printing/reproduction; special insurance coverage; and subconsultants not retained by the CLIENT.

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**Subconsultant Billing Rates:**

RJA

**HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES**

<u>Classification</u>	<u>Rate</u>
Senior Project Manager .....	\$240.00
Project Manager .....	224.00
Senior: Engineer, Surveyor, Planner .....	213.00
Associate: Engineer, Surveyor, Planner .....	198.00
Engineer, Surveyor, Planner .....	183.00
Assistant: Engineer, Surveyor, Planner .....	160.00
Senior Designer/Technician .....	164.00
Technician .....	142.00
Assistant Technician .....	122.00
Project Coordinator .....	112.00
Administrative Assistant .....	95.00
Clerical .....	72.00
Field Survey Manager .....	197.00
1-Person Survey Crew .....	180.00
2-Person Survey Crew .....	283.00
3-Person Survey Crew .....	340.00
Principal .....	250.00
Deposition/Court Appearance .....	rates are available upon request

**EXPENSE SCHEDULE**

Bond Copy (24"x36") .....	\$1.50 each
Color/mylar plot (small, medium) .....	\$10.00 each
Color/mylar plot (large) .....	\$50.00 each
Xerox copy .....	\$0.15 each
Color xerox copy (8½ x 11 or 11 x 17) .....	\$0.50 each
Client-Requested Overtime .....	Hourly Rate plus 25%

All other expenses, including:	Actual Cost plus 15%
Delivery Service	Travel & Expenses
Outside Reproduction	Filing or Permit Fees
Mileage - Auto	Conference Call Expenses
Outside Consultants	

CD Design Group

Services to be at our standard hourly rates or at a mutually agreed upon fixed amount.

Our standard hourly rates are as follows:

Sr. Principal, Principal	\$95.00/hr
CAD Design/Draft	\$65.00/hr
Administrative	\$45.00/hr

ENGEO

President .....	\$410.00 per hour
Principal .....	\$315.00 per hour
Associate .....	\$265.00 per hour
Senior Engineer/Geologist/Seismologist/Project Manager .....	\$230.00 per hour
Project Engineer/Geologist/Seismologist/Manager .....	\$208.00 per hour
Environmental Scientist.....	\$190.00 per hour
Staff Engineer/Geologist/Seismologist .....	\$188.00 per hour
Assistant Engineer .....	\$145.00 per hour
Construction Services Manager.....	\$180.00 per hour*
Senior Field Representative II.....	\$160.00 per hour**/**
Senior Field Representative I.....	\$144.00 per hour**/**
Field Representative .....	\$133.00 per hour**/**
Environmental Technician.....	\$133.00 per hour**/**
Senior Laboratory Technician.....	\$160.00 per hour
Laboratory Technician.....	\$145.00 per hour
Senior CAD Specialist.....	\$160.00 per hour
Senior GIS Analyst.....	\$170.00 per hour
GIS Analyst.....	\$163.00 per hour
CAD Specialist .....	\$145.00 per hour
Network Administrator.....	\$205.00 per hour
Project Assistant.....	\$123.00 per hour

Land Design Group Landscape Architects

FEE SCHEDULE

(2021)

Senior Principal	\$ 170.00/Hr.
Principal	\$ 150.00/Hr.
Senior Associate	\$ 118.00/Hr.
Associate	\$ 110.00/Hr.
LCAD	\$ 95.00/Hr.
LCAD II	\$ 85.00/Hr.
Administration Time	\$ 70.00/Hr.

Activewayz Engineering

<u>Classification</u>	<u>Billing Rate</u>
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ACTIVEWAYZ ENGINEERING (2021)

Project Manager	\$198/hr
Project Engineer	\$168/hr
Design Engineer	\$124/hr
Engineering Technician	\$60/hr
Project Coordinator	\$60/hr

HortScience | Bartlett Consulting

Managing Consultants	\$220.00
Consultants	\$180.00
Arborist	\$150.00
CAD/GIS Specialist	\$150.00
Administrative Assistant	\$70.00

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**REVISED EXHIBIT C  
INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

- c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

#### E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this



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**REVISED EXHIBIT E  
MILESTONE SCHEDULE**

<b><u>Phase I</u></b>	<b><u>Duration</u></b>
Preliminary Engineering/Evaluation	7 weeks
Community Outreach Package	5 weeks
Parks and Recreation Commission & City Council Meeting	5 weeks
<b><u>Phase II</u></b>	
65% Construction Documents (including 4 weeks City review)	10 weeks
95% Construction Documents (including 4 weeks City review)	10 weeks
100% Construction Documents (including 4 weeks City review)	9 weeks
Bid Documents (including 3 weeks City review)	8 weeks
Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders	2 days response time
Prepare Record Drawing	2 weeks